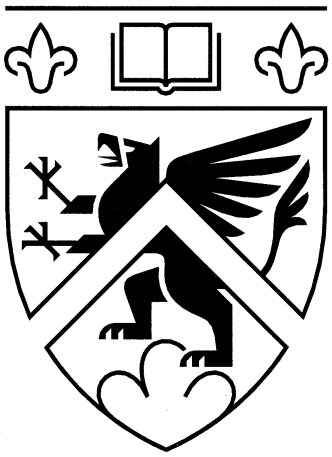

CHESTNUT
HILL
COLLEGE

# EMPLOYEE MANUAL

# Employee Manual
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# SECTION 1:

# GENERAL INFORMATION

CHESTNUT HILL COLLEGE

OFFICE OF THE PRESIDENT

This edition of the Employee Manual replaces all previous editions and may be used as a reference for all employees of the College. The format of the Employee Manual itself indicates that it is a living document, designed to accommodate the revision and development of policies on an ongoing basis.

For purposes of this Employee Manual, "employee" is defined as all staff and faculty members of the College. "Staff" is defined as all full-time and part-time non-faculty members of the College as well as members of the College Administration.

The Employee Manual is meant to serve as an easy reference to answer questions you may have about employment policies and benefits, among other things, and has been prepared to set forth the personnel policies and procedures of Chestnut Hill College. Accordingly, the Employee Manual represents only the general guidelines and philosophy of the College.

For all staff members, this Employee Manual is not a contract of employment and does not guarantee employment for any period of time. Nothing in this Employee Manual should be viewed as changing the At-Will employment relationship which exists between the College and each staff member.

Please note that supervisory or other management personnel do not have the authority to alter any personnel policies, benefits or procedures as they are described in this Employee Manual or to make promises or commitments that conflict with or are at variance with this Employee Manual.

This Employee Manual accurately reflects current policy, but it is the expectation that policies and procedures will continue to evolve.

Very truly yours,

Carol Jean Vale, SSJ

Carol Jean Vale, SSJ, Ph.D.
President

# Chestnut Hill College
# Mission Statement

**THE MISSION OF CHESTNUT HILL COLLEGE IS TO PROVIDE STUDENTS WITH HOLISTIC EDUCATION IN AN INCLUSIVE CATHOLIC COMMUNITY MARKED BY ACADEMIC EXCELLENCE, SHARED RESPONSIBILITY, PERSONAL AND PROFESSIONAL GROWTH, SERVICE TO ONE ANOTHER AND TO THE GLOBAL COMMUNITY, AND CONCERN FOR THE EARTH.**

Chestnut Hill College, founded by the Sisters of Saint Joseph in 1924, is an independent, Catholic institution that fosters equality through education. Faithful to its strong liberal arts tradition, Chestnut Hill College offers academic programs of excellence in the areas of undergraduate, graduate, and continuing studies.

True to its Catholic heritage, Chestnut Hill College espouses the beliefs and values inherent in the Judeo-Christian tradition while it respects the contributions made by other faith traditions in the development of the whole person. The College nurtures a sense of integrity, spirituality, and social justice in all.

The College community dedicates itself to four purposes in fulfilling this mission. It seeks:

- to provide avenues for students to achieve academic excellence and to pursue research in their major field or in interdisciplinary studies. The College encourages students to explore and experience diverse curricula and to participate in exchange programs with other institutions of higher education.
- to initiate links between the world of learning and the world of work through curricular planning, technological opportunities, and career preparation. The College guides students in applying theoretical learning through experiential education designed collaboratively by faculty and students.
- to uphold an atmosphere of communal respect in which all may clarify and articulate personal values and beliefs while exploring the ethical and moral dimensions underlying all relationships. The College encourages inter-faith opportunities by acquainting all students with Catholicism, its theology and its Judeo-Christian roots, and by engaging in dialogue with women and men of other beliefs.
- to create local and global connections that enable students to respond to the needs of others through service-oriented enterprises. The College educates students to identify and to address issues of social justice and to work toward systemic change.

*Approved by the Chestnut Hill College Board of Directors October 7, 2002.*

# Chestnut Hill College
# Core Values

**We Value Personal and Professional Growth throughout the Community.**
We Strive To Live This Value By:

- maintaining a lively forum for intellectual and artistic pursuits on campus;
- promoting intellectual sharing and development through inter-disciplinary programs and the encouragement of mentoring relationships;
- exploring avenues for growth and learning outside the campus boundaries.

**We Value Academic Excellence.**
We Strive To Live This Value By:

- offering a rigorous and challenging academic program with a global emphasis;
- expecting students to take active responsibility for their education;
- fostering close student-teacher bonds;
- ongoing assessment of academic programs.

**We Value Ethical Principles.**
We Strive To Live This Value By:

- including ethics across the curriculum;
- practicing fairness to all;
- living according to ethical standards and codes of behavior;
- addressing appropriately breaches of ethical standards.

**We Value Catholic Intellectual Tradition, History, and Legacy.**
We Strive to Live This Value By:

- keeping alive the mission and charisma of the Sisters of Saint Joseph*;
- offering sacramental preparation through campus ministry;
- providing opportunities to participate in Catholic liturgy;
- inviting dialogue on issues pertaining to human dignity, social, and economic justice, and stewardship of the environment;
- promoting on-going interpretations of core theological values and contemporary needs.

*We live and work so that all people may be united with God and with one another. The mission of unity rests on the charism of reconciliation.

**We Value Spirituality.**
We Strive To Live This Value By:

- embracing the ideal of spiritual growth and expression;
- exploring the spiritual domain of human existence and integrating this into the totality of our experience;
- seeking to explore and to understand the world's religious traditions.

**We Value Service.**
We Strive To Live This Value By:

- fostering an attitude of generosity in service;
- providing opportunities for experiential and holistic community service on campus and in the broader community.

**We Value Concern for the Earth.**
We Strive To Live This Value By:

- keeping informed and educated about environmental issues;
- being mindful of the impact that we, as individuals and as a community, have on the environment;
- continuing to work to preserve and enhance the natural environment of the campus;
- accepting our responsibility as stewards of the earth and its resources.

**We Value Holistic Pursuit of Truth, Integrity, and Justice.**
We Strive To Live This Value By:

- reflecting these virtues in our everyday lives;
- applying these virtues as guides to our decision-making individually and as a community.

**We Value Inclusive Community.**
We Strive To Live This Value By:

- affirming human dignity as an absolute value;
- celebrating one another's potential and achievements, both great and small;
- fostering a friendly and open atmosphere, where all are welcome;
- exhibiting respect for all members of the global community.

# History of Chestnut Hill College

Located at the northwestern edge of Philadelphia on 75 acres overlooking the Wissahickon Creek, Chestnut Hill College opened in 1924 as a Catholic, four-year, liberal arts college for women. Founded as Mount Saint Joseph College by the Sisters of Saint Joseph, the College was renamed in 1938 as Chestnut Hill College.

Since its inception, the College has offered a rigorous liberal arts education that provides students with a broad background in the humanities, social sciences, and natural sciences. The goal of Chestnut Hill College has been to prepare students for life's challenges by helping them to grow intellectually, spiritually, emotionally, and socially.

In keeping with the spirit of the Sisters of Saint Joseph, the curriculum has been modified over time to meet the ever-changing needs of higher education and society. The College originally awarded only the Bachelor of Arts and Bachelor of Science degrees to young women of traditional college age. In 1972, a Continuing Education department extended opportunities for undergraduate study to mature women and men. With the addition of a coeducational graduate program in 1980, the College began to offer master's degrees and, in 1997, added its first doctoral program. Today, students may earn master's degrees in three disciplines as well as a doctorate in clinical psychology.

Academic changes also included expansion beyond the physical limits of the campus. As a member of SEPCHE (Southeastern Pennsylvania Consortium for Higher Education), Chestnut Hill pursues a collaborative approach to higher education with seven other local institutions. Through membership in the ACSSJ (Association of Colleges of Sisters of St. Joseph) Chestnut Hill is able to offer its students opportunities to enrich their educational experiences by studying at seven other colleges in the United States. Study-abroad programs with 15 institutions of higher education across the world further extend the reach of a Chestnut Hill education and help prepare students for life in a global society.

November 2001 proved to be an historic time for Chestnut Hill College. The announcement that men would be admitted to the traditional-age, full-time undergraduate program in fall 2003 marked the end of the 78-year-old College for Women. In choosing to pursue this new direction, the College makes a tradition of excellence and a history of success available to a wider audience.

On August 2, 2006, College President Carol Jean Vale, SSJ, Ph.D. announced one of the most transformational moments in the College's history, the acquisition of the SugarLoaf estate from the Albert M. Greenfield Foundation. The purchase of SugarLoaf Hill offered the College a once-in-a-lifetime opportunity to nearly double the size of its campus and allow for expansion to accommodate a growing student body. The existing structures at SugarLoaf were renovated and are being used as classroom space, lodging for undergraduate students and for conferences and

social events. In the long-term, the property will expand to include additional residential and academic buildings in accordance with the College's Master Plan.

In August 2007, College President Carol Jean Vale, SSJ, Ph.D., announced the College's reclassification from NCAA Division III to NCAA Division II and full membership in the Central Atlantic Collegiate Conference (CACC). Chestnut Hill College, a member of the NCAA Division III since 1996, has enjoyed unprecedented success in its athletics program since going coed in 2003.

The Chestnut Hill campus provides an atmosphere conducive to teaching, learning, and reflection for the entire college community. The decades of expansion in academic programs were matched by corresponding growth and change in the campus, which is listed on the National Register of Historic Places. For many years the main buildings were *St. Joseph Hall*, with its six-story Greco-Roman rotunda and French Gothic exterior, *Fournier Hall*, a jewel of Italian Romanesque architecture, and *Clement Hall,* with its classrooms and swimming pool. The additions of *Logue Library, Fontbonne Hall*, and *Barbara D'Iorio Martino Hall* meet the needs of a growing college community. In the fall of 2006, *Mary Jackson Fitzsimmons '35 Hall* opened as a residence hall to help alleviate a housing shortage on the campus. In 2012, the *Jack and Rosemary Murphy Gulati '61 Complex* was dedicated. This renovated Clement Hall space now includes a state-of-the-art fitness center, a sleek entrance pavilion and the inviting *Michael and Margaret Carney McCaffery '77 Lounge* (formerly the Social Room).

Each new structure was carefully designed to preserve the architectural integrity of the campus while addressing specific educational or student life needs. The last decade has seen an emphasis on providing the technology that is essential to today's students. Renovated science facilities and computer laboratories helped to create a teaching/learning environment appropriate for the 21st century. Martino Hall includes "smart" classrooms and seminar rooms that are part of the campus-wide network. Visitors to the grounds have long enjoyed the grotto with its charming fountain, the House of Loretto, and the elegant main chapel that was inspired by Sainte Chapelle in Paris.

More than 11,000 individuals have earned degrees from Chestnut Hill College since 1924. The list of accomplished graduates includes numerous representatives in medicine, law, research, education, business and social service workers. Alumni are also well known for their commitment to volunteerism in countless civic, cultural, educational, and religious organizations. Their spirit continues to animate the campus through the generous support of and dedication to their alma mater that they loyally demonstrate.

Faithful to its rich history, Chestnut Hill College will continue to meet the challenges of a changing society while maintaining its commitment to values-oriented education and its Catholic heritage. Future graduates of the College will continue to be people who use their education to transform the world as they join their predecessors in dedicating themselves to the College motto of *Fides, Caritas, Scientia.*

# SECTION 2:

# EMPLOYMENT POLICIES

**CHESTNUT HILL COLLEGE**

**Subject:** **Employee Manual Purpose**

**Policy:** **2.1**

**Effective:** **July 1, 1999**
**Reviewed August 5, 2015**
**Revised August 2018**

**Contact: Chief of Staff**

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This Employee Manual is designed to serve Chestnut Hill College's employees — defined as all staff and faculty members of the College — by providing a written reference regarding College policies, procedures and benefits. As such written reference it is important to note that all policies, procedures and benefits contained herein are subject to change at any time due to College needs and/or applicable federal/state regulations.

While the College will normally attempt to provide employees with advance notice of changes, it reserves the right to alter a policy and/or procedure at any time without advance notice. Additions to this Employee Manual may also be made, and will be available to all employees when formally approved.

For the purposes of staff members only, nothing contained in the Employee Manual or any verbal statement should be construed as creating any type of employment contract, either express or implied nor intended to provide or guarantee employment for any specific period of time.

**CHESTNUT HILL COLLEGE**

**Subject:** **Equal Opportunity Employer**

**Policy:** **2.2**

**Effective:** **July 1, 1999**
**Revised December 5, 2011**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Chestnut Hill College is an equal opportunity employer and no person will be discriminated against in employment, including recruitment, hiring, promotion, termination or forms of compensation or on any other terms of employment. Discrimination on the basis of any of the following is prohibited: race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, familial status, disability, or status as a veteran. Chestnut Hill College follows the June 2011 Fair Practices Ordinance of the City of Philadelphia (9-1100) as well as other local, state, and federal laws.

**See also Policy 2.20 Non-Discrimination Policy.**

**CHESTNUT HILL COLLEGE**

**Subject:** **Employment at Will**

**Policy:** **2.3**

**Effective:** **July 1999**
**Reviewed August 5, 2015**
**Revised August 2018**

**Contact: Chief of Staff**

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An "at will" relationship exists between Chestnut Hill College and each staff member. Both the staff member and the College may terminate the employment relationship at any time for any lawful reason or for no reason at all.

**CHESTNUT HILL COLLEGE**

**Subject:** **Identification Cards**

**Policy:** **2.4**

**Effective:** **March 2003**
**Revised August 12, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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All College employees are provided with a College Identification ("ID") Card. Employees are required to wear the CHC ID card at all times.

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Employment Classifications** | |
| **Policy:** | **2.5** | |
| **Effective:** | **March 1, 2003**<br>**March 31, 2017**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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Upon hire, staff employment is assigned a category and positions are assigned a classification.

Chestnut Hill College considers three categories of staff:

**Full Time**
A full-time staff member is one who is employed a minimum of 30 hours per week and whose schedule extends to 52 weeks per year.

**Part Time**
A part-time staff member is one who is employed a minimum of 20 hours per week but less than 30 hours per week and whose schedule extends to 52 weeks per year.

**Temporary**
A temporary staff member is one who is engaged to work for a period of fewer than 52 weeks per year. The term of employment has a definite beginning and ending date, specified at the time of employment.

These staff category definitions will be used whenever it is necessary to determine staff member status for eligibility in a College benefit program or with regard to a College policy.

In addition to the above categories, the College considers two classifications of staff positions by one of the following definitions in accordance with the Fair Labor Standards Act. The Human Resources Office is responsible for classifying a staff position as non-exempt or exempt.

**Non-Exempt**
Staff positions are not exempt from minimum wage and overtime pay regulations covered by the Fair Labor Standards Act (FLSA). These positions include clerical, administrative support, uniformed personnel and similar positions that do not meet the requirements for the exemption as defined by the FLSA. Staff members classified in non-exempt positions are eligible for overtime pay and are required to keep time records. Refer to Policy 3.23 Overtime Pay for Non-Exempt Staff.

**Exempt**

Staff positions are exempt from the minimum wage and overtime pay regulations of the Fair Labor Standards Act (FLSA). These positions, which include executive, managerial and professional positions, must meet the requirements of the exemption. Staff members in exempt positions are not eligible for overtime pay.

**CHESTNUT HILL COLLEGE**

**Subject:** **Employment Review Period**

**Policy:** **2.6**

**Effective:** **March 1, 2004**
**Reviewed August 5, 2015**
**Revised August 2018**

**Contact: Chief of Staff**

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Any person newly hired into a staff position serves an Employment Review Period of ninety (90) calendar days beginning the first day on the job. During this period, the staff member will establish their ability to perform the assigned work duties and responsibilities of the position. The College will monitor the staff member to establish whether the staff member can perform the essential duties of the position.

The College, at any time during the initial ninety day (90) Employment Review Period, may terminate employment for any reason with or without notice and/or extend the Employment Review Period. The Employment Review Period does not guarantee employment with the College for any specific period of time nor does it in any way alter the employment at will relationship.

Supervisors will meet with staff members at least once during the Employment Review Period to discuss the staff member's progress and performance.

Staff members are eligible to use sick leave during the Employment Review Period at the accrued rate as set forth in the Sick Leave Policy 3.2. The College's Policy on Corrective Action Plans 2.10 does not apply to staff members during the Employment Review Period.

Any staff member transferred or promoted into a new position serves an Employment Review Period of ninety (90) calendar days beginning the first day on the job. During this period, the staff member will establish their ability to perform the assigned work duties and responsibilities of the position. The College will monitor the staff member's performance to establish whether the staff member can perform the essential duties of the position. Staff members transferred or promoted into a new position are permitted to use their eligible paid time off based on their new position's paid time off eligibility.

**CHESTNUT HILL COLLEGE**

**Subject:** **Standards of Conduct**

**Policy:** **2.7**

**Effective:** **April 1, 2003**
**Revised July 1, 2014**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Chestnut Hill College expects all members of the College Community to conduct themselves in a professional, collegial manner in the fulfillment of all of the obligations of their institutional roles and in all interactions related to their work. In particular, each person should interact with others in a manner that is congruent with the College's mission. For example, it is expected that all members of the College Community act in a professional and civil manner, contribute to the smooth operation of the College and its departments, treat one another respectfully and refrain from behaviors that could be interpreted as bullying or harassing, care for College property, and uphold the reputation of the College.

This policy applies to all employees who work directly or indirectly for the College, including faculty, staff and administrators. Other, more specific policies may provide details about the application of this general policy for particular groups. Alleged acts of discrimination based upon sex, which includes sexual harassment or sexual violence are covered by the Sexual Harassment and Sexual Violence Policy 2.11 and are to be addressed under that Policy. Employees are also expected to follow the established policies and procedures of their departments and the College. This policy provides a protocol for responding to concerns about conduct, whether or not addressed by other policies of the College, in a fair and orderly manner and is intended to support civility and collegial relationships at Chestnut Hill College. In addition, this policy provides an effective and flexible means of identifying problem areas, resolving complaints, and preventing repetitive incidents by prompt intervention and assistance. It is directed toward continued institutional improvement.

The College recognizes that while there can be serious violations of professional responsibilities resulting in possible recommendation for suspension or dismissal, many personal and professional problems may be rectified by dialog and informal educational processes.

The College has a responsibility to respond to concerns about professional conduct and working relationships. Concerns brought to the attention of supervisors will ordinarily be addressed by a series of gradual steps involving strategies to resolve issues that have been identified. For example, the steps may include personal conferences, verbal and written warnings, and opportunities for assistance where applicable. When these steps are not warranted because of the seriousness of a violation, or when they do not result in a satisfactory resolution, individuals may be subject to suspension, probation, and/or dismissal. Please refer to the College's Grievance Resolution Policy 2.26 for detailed guidelines.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Attendance and Timeliness Policy** |
| **Policy:** | **2.8** |
| **Effective:** | **October 1, 2009**<br>**Reviewed: April 13, 2018**<br>**Reviewed August 2018** |

**Contact: Chief of Staff**

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Staff members of Chestnut Hill College are expected and required to report to work on a regular and timely basis.

**Work Day**

In general, the regular workday for full-time staff members is 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. The workday includes a one-hour, paid lunch period. There are no paid break periods built into the workday. Some offices or positions have hours based on an alternate schedule to meet student/College needs. Staff members with alternate schedules will be instructed by their supervisor.

Part-time staff members will be informed of their schedule by their supervisor.

*Alternative Workday*

An alternative workday can be approved by a supervisor for full-time staff members that temporarily may need to adjust their work schedule. The guidelines for an alternative work schedule are as follows:

- The staff member must work a 40-hour work week.
- The staff member must continue to serve both our internal and external constituents.
- The staff member must complete the Alternative Workday Schedule Form 5.1 to show how the time will be allocated.
- There must be a defined period of time (three (3) month period, etc.) approved by the supervisor and the Vice President and on file in the Human Resources Office.

Attendance

If you must be absent from work, you are required to call to report your absence to your supervisor each day. You should notify your supervisor or department head as soon as possible, but never later than the time you would normally report for work or within an hour of that time in cases of emergency.

Time missed from work, excluding absences covered under other College policies (e.g., sick leave), will be considered in terms of occurrences. An excessive number of occurrences is unacceptable and may result in corrective action as outlined in the Corrective Action Plan Policy 2.10.

Staff members who do not report for work or notify their supervisor for three or more consecutive scheduled work periods will be considered to have abandoned their position and the position will be posted as open.

**Timeliness**

Lateness occurs when a staff member does not adhere to a previously agreed upon work schedule. With the approval of your supervisor, you may vary your work schedule from time to time. In addition, your supervisor may require you to change your work schedule to better support the needs of the College.

Excessive lateness is unacceptable and may result in corrective action as outlined in the Corrective Action Plan Policy 2.10.

**CHESTNUT HILL COLLEGE**

**Subject:** **Performance**

**Policy:** **2.9**

**Effective:** **September 10, 2007**
**Revised August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Staff members at Chestnut Hill College are expected to maintain a satisfactory level of performance on the job. As a representative of the College, appearance and conduct must be such that it reflects favorably upon the organization.

Staff members will be evaluated on an ongoing basis to ensure that performance meets the standard of excellence that is required by Chestnut Hill College. Your performance evaluation will be based upon the duties and requirements in the job description as well as goals and objectives set for the position by, or in consultation with, the supervisor.

Written performance appraisals will be completed and reviewed with the staff member toward the end of the Employment Review Period Policy 2.6 and then on an annual basis. The format of the performance appraisal system is consistent College wide.

The Performance Evaluation Process provides an opportunity for supervisors and their staff to:

- Align individual and departmental goals and objectives with the College's Mission, Core Values and Strategic Plan.
- Align personal goals and objectives so that the staff employee can perform to the best of his/her ability.
- Clearly outline expectations of the staff member.
- Provide meaningful feedback to the staff member.

Note: At this time, performance evaluations will not be directly linked to compensation. This may occur at a future date to be determined.

**CHESTNUT HILL COLLEGE**

**Subject:** **Corrective Action Plan**

**Policy:** **2.10**

**Effective:** **March 1, 2003** **Contact: Chief of Staff**
**Reviewed August 2018**

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Employees of Chestnut Hill College are expected to abide by the established rules and policies of the College, including, but not limited to, those outlined in the Standards of Conduct, the Attendance and Timeliness Policy and Performance Policy. The College provides employees who violate policies or exhibit unsatisfactory job performance an opportunity to comply with College requirements by means of a progressive discipline policy or Corrective Action Plan.

A Corrective Action Plan is a series of disciplinary actions, corrective in nature, taken to provide employees the opportunity to improve job performance and comply with College rules and policies. Such actions range from counseling/coaching, oral and written warnings, probation or suspension, to discharge, as deemed appropriate to the situation.

Before implementing a Corrective Action Plan, a supervisor should first consult with his or her Director, Dean or Vice President, and then with the Vice President, General Counsel or Director of Human Resources. The Vice President, General Counsel is responsible for the proper handling of such matters, including the assurance that appropriate action is taken when circumstances warrant.

The supervisor, with the assistance of the Director of Human Resources and Vice President, General Counsel, will also determine whether the particular violations are serious enough to warrant immediate specific disciplinary measures outside of progressive discipline, including discharge. Serious violations include, but are not limited to, those acts that could result in injury, impairment of the College's operations, or loss or damage to College's resources. Any behavior or action not congruous with the College's Mission is considered a serious violation.

The College reserves the right to skip one or more of the progressive discipline steps dependent upon the situation.

*Corrective Action Procedures*

- **Counseling/Coaching** is the most common method employed for assisting the employee to improve work performance or comply with rules and policies. This should be a cooperative attempt at determining and correcting the problem. With the exception of serious failures to conform to rules, policies and/or performance standards, disciplinary actions will occur only

after counseling/coaching efforts have been unsuccessful. The supervisor should keep notes of such counseling/coaching efforts.

- **Warnings** may be either oral or written. A written warning is used for more serious errors, failure to meet job requirements or violations of rules or policies, or when an oral warning has not produced satisfactory results. The warning should specify the problem(s) and what action is necessary to correct it. The supervisor should keep notes of the date and contents of the discussion and should advise the employee that a record is being maintained.

A written warning shall explicitly state that it is a written warning and should specify that further disciplinary action will ensue if the employee fails to correct the problem(s). A copy of the warning should be sent to the Vice President, General Counsel.

- **Disciplinary Probation or Suspension** are to be used when a prior warning does not produce satisfactory results in correcting behavior which is not in compliance with the College Standards of Conduct or uncorrected performance deficiencies, or it is determined that a violation is serious enough to warrant such action without prior use of a less severe discipline.

- **Probation** is for a specified period of time, during which the employee's performance or behavior is closely monitored in an effort to effect improvement or change. This is usually applicable to unsatisfactory job performance or dependability problems, such as tardiness or attendance. If new problems arise or performance significantly declines during the probationary period, immediate discharge may apply. The details of the probation including dates, specific nature of the problem(s) and the corrective action required should be in writing. A copy of this memo should be provided to the Vice President, General Counsel.

- **Suspension** is the temporary release from duty of an employee for up to 5 days without pay when it is determined that a violation or repetition of violations are serious enough to warrant suspension. Following consultation with the Vice President, General Counsel, written notice of suspension shall be given the employee. Notice should include the reason for suspension, and the dates and duration of the suspension.

- **Discharge** is the involuntary termination (other than layoff/reduction in work force) of an employee. Discharge should not occur unless there is a serious violation or repeated violation of College rules and policies or an uncorrected failure to meet job requirements.

Only the College President can authorize the discharge of an employee. Under no circumstances should an employee be discharged before consulting with the Vice President, General Counsel, who will review the circumstances and obtain the President's authorization.

If the violation is so serious that immediate termination is warranted, but the supervisor is unable to consult with the Vice President, General Counsel immediately, the employee should be placed on suspension until authorization can be obtained.

The employee being discharged should be notified in writing of the reason for discharge, the facts surrounding the incident(s), and the effective date of the discharge.

**CHESTNUT HILL COLLEGE**

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| **Subject:** | **Sex Discrimination, Sexual Harassment and Sexual Violence** |
| **Policy:** | **2.11** |
| **Effective:** | **May 23, 2011**<br>**Reviewed August 5, 2015**<br>**Revised August 2016**<br>**Revised August 2018** |

**Contact: Chief of Staff**

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*Please Note: This policy was originally modified in April 2011 to ensure that Chestnut Hill College procedures are in compliance with the guidance issued by the Office for Civil Rights on April 4, 2011 relating to college and universities' obligations under Title IX to respond appropriately to allegations of sexual harassment and sexual violence. Sexual harassment and sexual violence are forms of sex discrimination prohibited by Title IX. In addition to sexual violence, this policy addresses any discrimination or harassment based on gender, sexual orientation, gender identity, or gender expression. This policy was subsequently modified in August 2014 and August 2015 to ensure that Chestnut Hill College is in compliance with the VAWA amendments, Campus SaVE Act, the April 2014 Questions and Answers on Title IX and Sexual Violence from the Office for Civil Rights, and guidance issued under The White House Document, Not Alone. This policy is reviewed and updated annually in order to ensure compliance with federal guidance and to best support members of the College community.*

*While this policy speaks specifically to harassment based on sexual discrimination, all incidents involving harassment under protected classifications as outlined in the College's Non-Discrimination Policy, will follow the same procedures for investigation, hearing and appeal.*

**Policy Statement**

It is the policy of Chestnut Hill College that while employed or enrolled at Chestnut Hill College no administrator, faculty member, staff member or student shall be subject to discrimination based upon sex, which can include acts of sexual violence, sexual harassment, domestic violence, dating violence and stalking, by another member of the College community. Chestnut Hill College expects all members of the campus community to conduct themselves in a manner that does not infringe upon the rights of others; the College believes in a zero tolerance policy for gender-based or sexual misconduct.

Included within this Policy is the College's commitment to protect the individuals who are involved in an investigation of a potential violation of this Policy against retaliation from any member of the College community. Such retaliation will be deemed a separate basis for violating the College's Policy on Sex Discrimination, Sexual Harassment and Sexual Violence 2.11. For the purposes of this policy, sex discrimination, sexual harassment and sexual violence all fall under the category of sexual misconduct.

**Policy Rationale**

Chestnut Hill College values appropriate relationships, respect for all and shared responsibility. Therefore, Chestnut Hill College is committed to fostering an educational and working environment that is free from sexual harassment and sexual violence. In recognition of and respect for the dignity of all at Chestnut Hill College, sexual misconduct in any form, cannot, and will not, be tolerated. This policy directly supports our mission in the areas of shared responsibility, social justice, and communal respect. The last decade has witnessed a heightened awareness in our society of the various forms of sexual misconduct, and a deep and sincere concern for the entire College Community prompts us to form a Policy on Sex Discrimination, Sexual Harassment and Sexual Violence.

The purpose of this policy is:

- To educate the community on the definitions of sexual misconduct,
- To outline the steps necessary to deal most effectively with cases involving allegations of sexual misconduct, and
- To define the rights and responsibilities for members of the Chestnut Hill College community.

**Scope of Policy**

- This policy and the procedures set forth herein apply to and cover all members of the College community in all three Schools without exception. The College community includes all administrators, faculty, staff, and students. Title IX protects students from sexual harassment in a school's educational programs and activities.
- The College also contracts a number of vendors on campus. These individuals are also protected from all forms of discrimination and are held accountable to policies and procedures outlined by their respective employers. If a vendor is accused of misconduct against a member of the College community, the College will work collaboratively with the individual's employer. At the request of the College, these individuals may also be subject to interim measures (outlined below) while an incident is investigated and resolved.
- Employees are protected from sexual discrimination in all phases of their employment including applications, job performance, salary, and promotions.
- Members of the College community, who are traveling abroad on College business or due to a College course, are expected to comply with this Policy regardless of local laws and/or customs.
- Title IX also prohibits harassment based upon sex or sex-stereotyping.
- Members of the College community are protected from being retaliated against for filing a claim or for cooperating in an investigation
- This policy and the procedures cover all members of the College community in all three Schools for claims of discrimination, harassment or retaliation under any other protected category as outlined in the College's Non-Discrimination Policy 2.20.

**Legal Definition**

Discrimination or harassment on the bias of sex is a violation of Section 703 of Title VII of the 1964 Civil Rights Action and Title IX of the Educational Amendments of 1972. Unwelcome sexual advancements, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment or academic advancement;
- Submission to or rejection of such conduct by an individual is used as a basis for employment or academic decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile, or offensive educational, living or working environment.

**Title IX Coordinator**

Chestnut Hill College designates Dean of Student Life Krista Bailey Murphy, Ph.D. as the Title IX Coordinator. Dr. Murphy can be reached at 215-248-7142 or via email at murphyk@chc.edu. Dr. Murphy's office is located in Fournier Hall, Room 144.

The Title IX Coordinator oversees the College's centralized review, investigation, and resolution of reports of sexual misconduct. The coordinator also coordinates the College's compliance with Title IX. The Title IX coordinator is:

- responsible for oversight of the investigation and resolution of all reports of sexual misconduct;
- knowledgeable and trained in relevant state and federal laws and College policy and procedure;
- available to advise any individual, including a complainant, a respondent, or a third party, about the courses of action available at the College, both informally and formally;
- available to provide assistance to any College community member regarding how to respond appropriately to reports of sexual misconduct;
- responsible for monitoring full compliance with all requirements and timelines specified in the complaint procedures; and
- responsible for compiling annual and semi-annual reports.

**SEXUAL MISCONDUCT OFFENSES INCLUDE, BUT ARE NOT LIMITED TO:**

- **Sexual Harassment**
- **Sexual Assault**
    - **Non-Consensual Sexual Contact (or attempts to commit same)**
    - **Non-Consensual Sexual Intercourse (or attempts to commit same)**
- **Sexual Exploitation**
- **Stalking**
- **Intimate Partner Violence: Domestic Violence or Dating Violence**

- **Bullying or Intimidation**

Detailed definitions and examples of these forms of misconduct are included in the Supplemental Materials section of this Policy.

**Reporting Sexual Misconduct in Any Form**

If you have been subjected to an act of sexual misconduct, you are urged to report the incident immediately. You may also want to discuss the event with a close friend, roommate, Resident Assistant, staff, faculty, family member, etc. who can support you through the initial medical treatment (if necessary) and reporting of the events. If you have been the victim of sexual violence you are urged to report the incident to the police immediately.

If you have been the victim of an act of sexual misconduct, you may be wondering what to do next. Here are some of your **options**:

- Get to a place where you feel physically and emotionally safe.
- Contact someone you trust to stay with you for moral support.
- Immediately report the incident to the appropriate College personnel.
    - This could include a Resident Assistant (RA), Campus Safety and Security, the Title IX Coordinator, or another individual whom you trust.
- If you were a victim of sexual violence and wish to contact the police, you may do so by calling 911.
- If you were a victim of sexual violence, it is important to seek medical care so you can be treated for injuries and tested for pregnancy and sexually transmitted diseases. Philadelphia has created the Philadelphia Sexual Assault Response Center (PSARC). PSARC is located at 300 E. Hunting Park Avenue, Philadelphia, PA 19124 and can be reached via phone at 215-685-3251.
    - PSARC has specially trained and certified Sexual Assault Nurse Examiners (SANE) to assist in the medical process related to forensic exams. Forensic evidence can be collected up to 96 hours after an assault has occurred.
    - A forensic exam, completed by a medical practitioner, is the process through which physical evidence is collected. This evidence could be used in a judicial case, if the victim chooses to pursue charges. Physical evidence can include photo documentation of injuries, collection of fluids (blood, semen, urine, saliva) and other identifiable objects (hair, clothing with potential DNA). Forensic exams are free of charge to victims of assault and will not be billed to the victim or the insurance company.
- Avoid showering, bathing, douching or cleaning in any other way to help preserve medical evidence if you choose to prosecute. Any clothes, sheets, or other items that may be considered evidence should be stored in paper (not plastic) bags. If you are still wearing the clothes you had on at the time of the assault be sure to bring a change of clothes with you to the hospital.

**To File a Complaint with the College**

To make a report of an act of sexual misconduct, we encourage you to seek out another member of the College community with whom you feel comfortable (this may include a friend, coach, advisor, etc.). Campus Security (215-242-7777) can be reached 24 hours a day should you wish to file a complaint or need immediate assistance  Campus Security can also assist you in contacting the police if you would like to file a report with the police.  All reports of sexual discrimination, harassment and violence will be reported to Krista Bailey Murphy, the College's Title IX Coordinator.  Individuals should be advised that the Title IX Coordinator is obligated to act on any report of sexual misconduct. The College does not limit the timeframe for filing a report of misconduct. Reports can be submitted at any time following an incident, although the College's ability to take any action may be negatively affected by the length of time between the alleged incident and the report.

You may choose to pursue the incident through the College's hearing process; you may choose to prosecute through the police; or you may choose to do both. Once the matter is reported to the College, the College may have a responsibility to investigate the situation even if you chose not to cooperate with the College. You should not feel pressured into any option; you may want to consult with your family before making a decision.

**Types of On Campus Reports/ Confidentiality of Reports**

The College encourages complainants of sexual misconduct to talk to somebody about what happened – so complainants can get the support they need, and so the College can respond appropriately. Different employees on campus have different abilities to maintain a complainant's confidentiality.

- Some individuals are required to maintain complete confidentiality; talking to them is sometimes called a "privileged communication." These individuals have a legal and professional obligation not to reveal information shared with them in the scope of performing their duties.
- Other employees may talk to a complainant in confidence, and generally only report to the College that an incident occurred without revealing any personally identifying information, such as the complainant's name. Disclosures to these employees will not trigger a College investigation into an incident against the complainant's wishes.
- All other College employees are designated as responsible employees and are required to report all the details of an incident (including the identities of both the complainant and alleged respondent) to the Title IX coordinator. A report to these employees constitutes a report to the College – and generally obligates the College to investigate the incident and take appropriate steps to address the situation.
    - By virtue of their responsibilities in the residence halls, Resident Assistants (RAs) and Resident Coordinators (RCs) are considered responsible employees.

**A. <u>Privileged and Confidential Communications</u>**

Professional, licensed counselors and pastoral counselors who provide mental-health

counseling to members of the school community (and including those who act in that role under the supervision of a licensed counselor) and nurses in the Health Center are not required to report any information about an incident to the Title IX coordinator without a complainant's permission.

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| Sheila Kennedy, SSJ, Ph.D. | Director, Counseling Center Psychologist | 215-248-7104 | SJ 345 |
| Deirdre Horan, MSN, CRNP | Director, Health Center, Nurse Practitioner | 215-248-7111 | FZ Lobby |
| Jeneane Fitzmaurice, BSN, RN | Registered Nurse | 215-248-7111 | FZ Lobby |
| Sandy Bumgardner, Psy.D. | Psychologist | 215-248-7104 | SJ 341 |
| Lisa Johnson, Psy.D. | Therapist | 215-248-7104 | SJ 343 |

**B. <u>Non-Professional Counselors and Advocates</u>**

Individuals who work in Campus Ministry can generally talk to a complainant without revealing any personally identifying information about an incident to the College. A complainant can seek assistance and support from these individuals without triggering a College investigation that could reveal the complainant's identity or that the complainant has disclosed the incident. While maintaining a complainant's confidentiality, these individuals or their office should report the nature, date, time, and general location of an incident to the Title IX Coordinator. This limited report – which includes no information that would directly or indirectly identify the complainant – helps keep the Title IX Coordinator informed of the general extent and nature of sexual violence on and off campus so the coordinator can track patterns, evaluate the scope of the problem, and formulate appropriate campus-wide responses. Before reporting any information to the Title IX Coordinator, these individuals will consult with the complainant to ensure that no personally identifying details are shared with the Title IX Coordinator. The Title IX Coordinator will report this information to the Director of Security for inclusion in the Daily Crime Log and Annual Campus Crime Statistics.

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| Joannie Cassidy, SSJ | Director of Campus Ministry | 215-248-7095 | SJ 348 |
| Julia Marcel | Assistant Director of Campus Ministry | 215-248-7107 | SJ 337 |
| Robert Mulligan, OSFS | Chaplain | 215-248-7058 | SJ 330 |

A complainant who speaks to a professional or non-professional counselor or advocate must understand that, if the complainant wants to maintain confidentiality, the College may be unable to conduct an investigation into the particular incident or pursue disciplinary action against the respondent. Even so, these counselors and advocates will still assist the complainant in receiving other necessary protection and support, such as victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules. A

complainant who at first requests confidentiality may later decide to file a complaint with the school or report the incident to local law enforcement, and thus have the incident fully investigated.

## C. Reporting to Responsible Employees

Unless specifically listed above, all other College employees are considered responsible employees. A responsible employee is a College employee who has the authority to redress sexual violence, who has the duty to report incidents of sexual violence or other misconduct, or who is an individual who is reasonably believed to have this authority. Resident Assistants and Resident Coordinators are also considered responsible employees.

When a complainant tells a responsible employee about an incident of sexual violence, the complainant has the right to expect the College to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. A responsible employee must report to the Title IX coordinator all relevant details about the incident shared by the complainant so that the College can determine what happened – including the names of the complainant and respondent(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a responsible employee will be shared only with people responsible for handling the College's response to the report. A responsible employee should not share information with law enforcement without the complainant's consent or unless the complainant has also reported the incident to law enforcement. Before a complainant reveals any information to a responsible employee, the employee should ensure that the complainant understands the employee's reporting obligations – and, if the complainant wants to maintain confidentiality, direct the complainant to confidential resources.

If the complainant wants to tell the responsible employee what happened but also maintain confidentiality, the employee should tell the complainant that the College will consider the request, but cannot guarantee that the College will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the responsible employee will also inform the Coordinator of the complainant's request for confidentiality.

Responsible employees will not pressure a complainant to request confidentiality, but will honor and support the complainant's wishes, including that the College investigate an incident fully. By the same token, responsible employees will not pressure a complainant to make a full report if the complainant is not ready to do so.

**Requesting Confidentiality From the College: How the College Will Weigh the Request and Respond.**

If a complainant discloses an incident to a responsible employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, the College must weigh that request against the College's obligation to provide a safe, non-discriminatory environment for all individuals, including the complainant.

If the College honors the request for confidentiality, a complainant must understand that the College's ability to meaningfully investigate the incident and pursue disciplinary action against the respondent(s) may be limited.

Although rare, there are times when the College may not be able to honor a complainant's request in order to provide a safe, non-discriminatory environment.

When weighing a complainant's request for confidentiality or determining that no investigation or discipline will be pursued, the Title IX Coordinator will consider a range of factors, including the following:

- The increased risk that the respondent will commit additional acts of sexual or other violence, such as:
    - whether there have been other sexual violence complaints about the same respondent;
    - whether the respondent has a history of arrests or records from a prior school indicating a history of violence;
    - whether the respondent threatened further sexual violence or other violence against the complainant or others;
    - whether the sexual violence was committed by multiple respondents;
    - whether the sexual violence was perpetrated with a weapon;
    - whether the complainant is a minor;
    - whether the College possesses other means to obtain relevant evidence of the sexual violence (e.g., security cameras or personnel, physical evidence);
    - whether the complainant's report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

The presence of one or more of these factors could lead the College to investigate the alleged incident. If the College determines that it cannot maintain a complainant's confidentiality, the College will inform the complainant prior to starting an investigation and will, to the extent possible, only share information with people responsible for handling the College's response.

The College will remain ever mindful of the complainant's well-being, and will take ongoing steps to protect the complainant from retaliation or harm and work with the complainant to create a safety plan. Retaliation against the complainant, whether by students or College employees, will not be tolerated. The College will also:

- assist the complainant in accessing other available victim advocacy, academic support, counseling, disability, health or mental health services, and legal assistance both on and off campus (see portion of policy identifying these);
- provide other security and support, which could include issuing a no-contact order, helping arrange a change of living or working arrangements or course schedules (including for the respondent pending the outcome of an investigation) or adjustments for assignments or tests; and

- inform the complainant of the right to report a crime to campus or local law enforcement – and provide the complainant with assistance if the complainant wishes to do so.

Because the College is under a continuing obligation to address the issue of sexual violence campus-wide, reports of sexual violence (including non-identifying reports) will also prompt the College to consider broader remedial action – such as increased monitoring, supervision or security at locations where the reported sexual violence occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices. If the College determines that it can respect a complainant's request for confidentiality, the College will also take immediate action as necessary to protect and assist the complainant.

**Investigation, Hearing and Resolution**

In order to assure a prompt and equitable resolution to the complaint, complainants will be asked to provide details of the reported incident, either verbally or in writing, detailing the specifics of the incident, names of individuals, date, time, place, specifics which occurred, witnesses to the events described, etc. This complaint will start the College's investigation of the events reported.

- An investigation will be conducted once a complaint is filed. Complaints may be filed by the complainant, by a parent, or by a third party.
- The person who makes the report is the complainant and the individual named in the report is the respondent.
- If requested, every effort will be made to investigate the incident confidentially. The College cannot promise complete confidentiality. Information can only be shared within the College if there is a "legitimate educational need." In order for information to be shared outside of the College, a complainant would need to give explicit permission or that information would need to be subpoenaed. It should be noted that the College's ability to thoroughly investigate and resolve incidents of sexual misconduct may by limited should the complainant not want his or her name or any identifiable information shared.
- As a residential educational institution, the College has a responsibility to protect the community from potential harm. As such, the respondent may face interim suspension from the College or from College housing during an investigation, prior to the hearing, during the hearing, during deliberation or during the appeal process. If appropriate, the College will work with the respondent to continue his/her course of study online.
- The respondent will be given the opportunity to provide his/her version of the reported incident. This can occur either verbally or in writing by the respondent to the investigator; the respondent has the right to decline this option.
- The complainant's statement will be shared with the respondent.
- The respondent's statement (if provided) will be shared with the complainant.
- At the conclusion of the investigation, the investigator(s) will prepare an Investigative Report to be used by the Title IX Coordinator and hearing panel (if applicable).

- In the event there is little or no dispute between the versions of the events and the respondent admits the conduct, the matter may be resolved without a hearing at the discretion of the Title IX Coordinator or designated investigator. The appropriate discipline may be imposed by the College based upon the facts admitted during the investigation. If the complainant concurs with the College's resolution, the matter is concluded without the need for a hearing.
- Even when there is significant difference in the facts relayed by the complainant and respondent, the College may impose interim measures on the respondent.
- If the facts are in dispute and the Title IX Coordinator concludes there is a basis to move forward, a private disciplinary hearing will be held where the complainant and respondent will each be treated without prejudice or bias and where each will only be asked to answer questions relevant to the specific misconduct under consideration.
- A specially trained hearing panel will be convened to adjudicate allegations of sexual misconduct. New members of this hearing panel receive extensive training on Title IX, current guidance from OCR and the College's judicial process; additionally, refresher trainings are held for the full panel each semester.
    - The hearing panel will contain between 3-5 members for each hearing. These members are drawn from a pool of between 10-20 trained members. Panel members may recuse themselves from any hearing due to conflict of interest or other inability to fully participate in a complete hearing.
    - The Title IX Coordinator will provide oversight to the hearing panel as it relates to policies and procedures. The Title IX Coordinator has no decision making responsibility and is not a voting member of the hearing panel.
- The College will use its best efforts to complete its investigation within 14 business days of the date it receives the complaint and to schedule a disciplinary hearing within another seven (7) business days.
    - At times, a thorough investigation may take longer than 14 days. In instances where extra time is needed, both parties will be notified of the reasons and an expected completion date.
- The parties may mutually agree to extend these time periods.
- This hearing will not be, and may not be, taped. Out of respect for privacy, the College requests that all students keep information from a hearing confidential and that employees exercise discretion regarding the information disclosed in the hearings.
- Every effort is made to collect all information during the investigation. In the event that additional information is presented, both parties need to submit this additional documentation to the Title IX Coordinator at least 48 hours prior to the hearing; the Title IX Coordinator will share this information with the respective parties. Both parties will be shown a copy of the Statements provided by the other party; this includes Statements from any witnesses of fact.
    - Additional information presented at this point may result in the investigation being reopened.
- At least 72 hours' notice will be given to both complainant and respondent to appear at the hearing.
- If desired, the complainant will be permitted to attend the entire hearing. If the complaint chooses not to attend the hearing, he or she will be offered the opportunity to submit a written

statement of fact to be read at the hearing. If the respondent fails to appear, he or she may submit a written statement of fact to be read at the hearing. If either party declines to participate, the hearing will move forward and no adverse inference will be drawn.

- During the hearing, both the complainant and the respondent have the right to be assisted by an advisor of their choice. The advisor may be any person, including an attorney engaged at the party's expense, who is not otherwise a party or witness in the investigation. The advisor may confer quietly with the complainant or respondent to provide advice or support, the advisor may not speak on behalf of the complainant or respondent or otherwise actively participate in, or in any manner disrupt, the hearing. To serve as an advisor, the individual will be required to meet with the Title IX Coordinator in advance of participating in the hearing to understand the expectations of the role, privacy, and appropriate decorum. The Title IX Coordinator has the right at all times to determine what constitutes appropriate behavior on the part of an advisor. No copies of written materials or any other evidence will be given to an advisor.
- Once the original complaint has been filed, the College will use its best efforts to process the incident (this includes investigation of facts, hearing notification, the hearing, deliberation, notification of the outcome of the hearing and the appeal process) within 60 business days. Circumstances may arise that require the extension of time frames, including extension beyond sixty (60) days. Such circumstances may include the complexity of the allegations, the number of witnesses involved, the availability of the parties or witnesses, the effect of a concurrent criminal investigation, any intervening school break or vacation, or other unforeseen circumstances. In the event that the investigation and resolution exceed this time frame, the College will notify all parties of the reason for the delay and the expected adjustment in time frames. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.
- Character witnesses are not permitted at the hearing.
- In determining a remedy, the College may take into consideration the prior disciplinary history of the respondent.
- The College utilizes a preponderance of evidence as the standard of proof in disciplinary proceedings; this standard is met if the proposition is more likely to be true than not true. Preponderance of evidence is the acceptable standard for civil cases.
- A written decision, complete with sanctions, if any, will be received within 10 business days after the hearing.
- The complainant and respondent will be notified of the outcome of the hearing; this notification will be made in writing and will occur as concurrently as possible.
- The process will terminate if the respondent is no longer a student or employee.
    - Please note that the College will still provide appropriate accommodations to the complainant if the respondent is no longer a student or employee.
- The College will cooperate to the extent permitted by law with criminal proceedings.
- The College does not condone retaliation towards the respondent or the complainant.
- Any claims of retaliation will be investigated and those individuals will be subject to disciplinary action. Please see the end of this policy for additional information on retaliation.
- Mediation will not be used to resolve sexual violence complaints.

**Sanctions for Students**

Individuals found responsible for violating this policy may face one or more of the following sanctions. The severity of the incident, past judicial record, attitude, and willingness to make amends will be taken into consideration when determining sanctioning.

- Disciplinary Warning: notice to the student, orally or in writing, that continuation or repetition of the conduct found wrongful, within a period of time stated in the warning, may be cause for more severe disciplinary action.
- Disciplinary Probation: an official written notice to a student that violation of College policies, regulations, or patterns contrary to College standards or expectations, will not be tolerated. Repeated offenses or violations of any conditions of probation will result in more severe action, including possible suspension or expulsion. Disciplinary probation lasts for a stated time.
- Educational Sanctions: including counseling, reflection papers, research papers, classes and/or community engagement/service.
- Fines: fines range from $10 to $200 for punitive purposes and/or restitution.
- Restitution: the student or group may be required to make payment to the College, or to other persons, groups or organizations for damages to or misappropriation of property.
- Loss of Residency: a student will be required to leave the College residence community and may forfeit any housing costs. The student will be barred from entering all residence halls during the time of removal from the campus. A student who loses residency may be considered for future on-campus accommodations at the discretion of the Vice President for Student Life and the Director of Residence Life.
- Disciplinary Residence Hall Room Change: an action that requires a student to vacate his/her current room and relocate to another room because of the disciplinary process.
- Restrictions of Housing Lottery: an action may exclude a student from participation in a particular housing lottery or affect his/her ranking in a particular lottery.
- Suspension: separation of the student/group from the College for a specified period of time. This could include exclusion from classes and other privileges or College activities.
- Expulsion: termination (after due process) of student status for an indefinite period. The conditions of readmission, if permitted, shall be stated in the order of expulsion.

**Appeals**

- Both parties have the right to appeal. A letter of appeal should be addressed to the Title IX Coordinator within three (3) business days of receipt of the decision. Appeals may only be submitted on the following grounds:
    - evidence of improper or inadequate procedure;
    - prejudicial conduct;
    - disproportionate penalty;
    - new evidence, not available at the time of the investigation.

- An appeal based on new evidence, not available at the time of the hearing will be referred back to the investigative process. Following the completion of the new evidence, the original hearing panel will reconvene for a second hearing.
- Upon receipt of an appeal for improper or inadequate procedure, the Title IX Coordinator will review the case from initial complaint to resolution to determine if there was improper or inadequate procedure.
- Upon receipt of an appeal for prejudicial conduct or disproportionate penalty, the Title IX Coordinator will convene a specially trained appeals board
- If an appeal meets none of the above criteria, the complainant and/or respondent will be notified that the appeal does not meet the criteria to move forward.
- The respondent's and/or complainant's letter(s) of appeal, the hearing panel's decision letter, and all other documents used in the hearing will comprise the official file to be used by the Appeal's Board.
- The parties will receive written notice of an appeal decision within 10 business days.
- Appeals will go a specially trained appeals board. While the College Appeals Board consists of faculty, staff, administrators or students as appointed by the President, no students will serve on appeals related to violations of the Policy on Sexual Discrimination, Sexual Harassment and Sexual Violence.
- The non-appealing party will be notified that the appeal has been filed. Once it is formed, the Appeals Board will notify the parties if additional documentation is requested and the time period for its submission. All documentation reviewed by the Board will be made available in advance for both parties to review and submit comments; comments will be shared with one another. If evidence is discovered after the conclusion of the hearing, this new evidence will be reviewed by the Appeals Board. Both parties will be made aware of any new evidence. The Appeals Board will, after reviewing all available evidence and documentation, make a recommendation to the Title IX Coordinator or her designee. In cases involving a recommendation of suspension or expulsion, the recommendation of the Appeals Board will be issued to the President. In cases not involving suspension or expulsion, there is no right for either party to appeal to the President. Both parties will receive written notice of the appeal decisions within 10 business days after the Appeals Board has received any additional documentation it may request. As stated earlier, the review of the Appeals Board is limited to fact based issues, this includes evidence of improper or inadequate procedure, prejudicial conduct and/or disproportionate penalty.
- Sanctions, such as interim suspension from College housing or from the College itself, or from employment may be imposed during the appeals process at the decision of the Vice President for Student Life or the Assistant to the President for Administration and Special Projects.

**Procedures for Employees**

Any person who believes he or she has experienced sexual misconduct, as defined in the College's Policy on Sexual Discrimination, Sexual Harassment and Sexual Violence, may file a complaint against the Chestnut Hill College faculty, staff, or administration member (the person filing a complaint is referred to as a "complainant"). The procedures outlined below are designed to create a fair and confidential process for the complainant and respondent, while also ensuring a community built on

appropriate relationships and respect for all. As acts of sexual misconduct present a threat to the community, the President is kept apprised of all training and prevention efforts, as well as allegations of sexual misconduct.

**Interim Measures**

Upon the filing of a complaint, the Title IX Coordinator will review the allegations and determine the necessity and scope of any interim measures to prevent further acts of harassment, misconduct, or retaliation and to provide a safe educational and work environment. The range of interim measures may include, but not be limited to:

- Adjusting the complainant's or respondent's work schedule, assignment, or location for employment.
- Changing the complainant's or respondent's academic schedule, allowing the complainant to take an incomplete in one or more courses, allowing the complainant to drop (or retake) a course without penalty, or complete course work via alternate delivery methods.
- Providing an escort to ensure safe movement between classes, work sites, and other activities.
- Allowing the complainant to withdraw from or retake a class without penalty, or extending deadlines for examinations or other assignments.
- Providing access to tutoring or other academic support.
- Putting the respondent on paid administrative leave until the conclusion of the investigation.
- Issuing a no contact order.

An individual's failure to comply with restrictions imposed by interim measures is a violation of this policy and a basis for disciplinary action, up to and including termination of employment.

**Investigation of a Complaint**

**Investigator**

The Title IX Coordinator will designate an Investigator (ordinarily a member of Human Resources, the Office of the President, or when necessary, an outside third party investigator) specifically trained in sexual misconduct investigations to conduct a prompt, thorough, and fair investigation of any sexual misconduct complaint against a College employee. Every effort will be made to eliminate any possible or perceived bias in the selection of an investigator.

**Investigation Findings**

At the conclusion of the investigation, the Investigator will prepare a report summarizing and analyzing the relevant facts determined through the investigation, with reference to any supporting documentation or statements.

The final Investigative Report will provide a summary of the Investigator's impressions, including context for the evidence, and will make a determination as to whether the respondent's conduct violated Policy on Sexual Discrimination, Sexual Harassment and Sexual Violence. The Investigative Report will then be provided to the Title IX Coordinator who will convene a hearing panel to determine if a violation has been found. Members of the hearing panel are drawn from a slate appointed by the President and are specially trained in handling cases of sexual misconduct. All proceedings are confidential.

If there is no finding of responsibility, all materials will be returned to the Title IX Coordinator for inclusion in records (please see Preservation of Records for additional information).

If there is a finding of responsibility, the hearing panel will submit a report to the Vice President for Academic Affairs (if the respondent is full-time faculty), the Dean of the respective College (if the respondent is adjunct faculty) or the Director of Human Resources (if the respondent is staff) to make a final determination as to the appropriate disciplinary sanction, per policies outlined in the Faculty Manual and the Employee Manual, for the respondent's violation of the Policy. In the event that the respondent is a tenured faculty member, procedures outlined in the Termination of Contract and Dismissal Policy (Faculty Manual Policy F101.5) will be followed. If a conflict of interest exists that could create real or perceived bias against either the complainant or the respondent, another Vice President may be appointed. All decisions related to suspension or termination of employment are made by the President.

**Imposition of Sanctions**

**Suspension or Termination of Faculty.**
Any disciplinary sanction that involves the suspension or termination of a faculty member will be conducted pursuant to the procedures outlined in the Faculty Manual

**Disciplinary Actions against Staff.**
Disciplinary sanctions involving staff members will be consistent with any applicable policies outlined in the Employee Manual.

**Appeals**

The respondent has the right to appeal the investigative determination and the sanction imposed. Appeals will be submitted to the Title IX Coordinator and will be handled by a third party contracted service.

The College's determination as to whether the respondent's conduct violated the Policy will be presumed to have been reached reasonably and appropriately, by a preponderance of the evidence. Therefore, an appeal is available only on the following grounds:

- evidence of improper or inadequate procedure;
- prejudicial conduct;

- disproportionate penalty;
- new evidence, not available at the time of the hearing.

Any appeal must be in writing and should be filed with the Title IX Coordinator within ten (10) calendar days of the date of receipt of the relevant Vice President's final decision.

**Preservation of Records**

A confidential record of all complaints, including their disposition, will be maintained by the Title IX Coordinator.

**Retaliation**

Chestnut Hill College strictly prohibits retaliation against any individual for reporting, providing information, exercising one's rights or responsibilities, or otherwise being involved in the process of responding to, investigating, or addressing allegations of sex discrimination, sexual harassment, and sexual violence. Therefore, any retaliation, intimidation, threats, coercion, or discrimination against any such individual, undertaken or attempted either directly or by someone acting on behalf of another, will be addressed in the most serious way by the College, and individuals who engage in such actions are subject to discipline up to and including suspension, exclusion, or dismissal. These behaviors will result in subsequent disciplinary proceedings. Anyone who is aware of possible retaliation or has other concerns regarding the response to a complaint of sexual misconduct should report such concerns to the Title IX Coordinator or to any Deputy Coordinator, who shall take appropriate actions to address such conduct in a prompt and equitable manner.

**To File a Complaint with the Office of Civil Rights**

Anyone who wishes to file a complaint with the Office of Civil Rights (OCR) may do so through the mail, email or online. Prior to filing a complaint with OCR against an institution, a potential complainant may want to find out about the institution's grievance process and use that process to have the complaint resolved. However, a complainant is not required by law to use the institutional grievance process before filing a complaint with OCR. If a complainant uses an institutional grievance process and also chooses to file the complaint with OCR, the complaint must be filed with OCR within 60 days after completion of the institutional grievance process. For more information on filing a complaint, please visit the OCR website at http://www2.ed.gov/about/offices/list/ocr.

**Record Keeping**

After a matter is concluded, the individual who conducted the investigation shall prepare a written summary of the matter. The purpose of the summary is (1) to insure the College is aware of repeat incidents by the same individual and (2) for record keeping purposes so the College can evaluate the effectiveness of its anti-harassment policy and procedures. This summary will be kept in a separate file which may be consulted for the two purposes stated.

**Supplemental Information**

**Definitions of Sexual Misconduct**

- **Sexual Harassment**

Sexual Harassment is:

- unwelcome, gender-based verbal or physical conduct that is,
- sufficiently severe, persistent or pervasive that it,
- unreasonably interferes with, denies or limits someone's ability to participate in or benefit from the university's educational program and/or activities, and is
- based on power differentials (quid pro quo, i.e. where an employee or student is informed their job or academic progress is dependent on their providing sexual favors to someone with authority over them), the creation of a hostile environment, or retaliation.

Examples include: an attempt to coerce an unwilling person into a sexual relationship; to repeatedly subject a person to egregious, unwelcome sexual attention; to punish a refusal to comply with a sexual based request; to condition a benefit on submitting to sexual advances; sexual violence; intimate partner violence, stalking; gender-based bullying.

Sexual harassment also includes harassment based on gender, sexual orientation, gender identity, or gender expression, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex/gender or sex/gender-stereotyping, even if the acts do not involve conduct of a sexual nature.

A single, isolated incident of sexual harassment alone may create a hostile environment if the incident is sufficiently severe. The more severe the conduct the less need there is to show a repetitive series of incidents to create a hostile environment, particularly if the harassment is physical.

- **Sexual Assault**

Sexual assault is defined as having sexual intercourse or sexual contact with another individual without consent, including:

1. by the use or threat of force or coercion;
2. without effective consent; or
3. where that individual is incapacitated.

Sexual contact includes intentional contact with the intimate parts of another, causing another to touch one's intimate parts, or disrobing or exposure of another without permission. Intimate parts may include the breasts, genitals, buttocks, groin, mouth, or any other part of the body that is touched in a sexual manner. Sexual contact also includes attempted sexual intercourse.

Sexual intercourse includes vaginal or anal penetration, however slight, with a body part (e.g., penis, tongue, finger, hand, etc.) or object, or oral penetration involving mouth to genital contact.

It is important to note that a person who is incapacitated cannot consent to sexual activity. *Consent* to engage in sexual activity must be knowing and voluntary; it must exist from the beginning to end of each instance of sexual activity and for each form of sexual contact. Consent is demonstrated through mutually understandable words and/or actions that clearly indicate a willingness to engage freely in sexual activity. Consent is active, not passive. Incapacitation may result from the use of alcohol and/or drugs. Incapacitation and consent are further defined at the end of this policy.

Sexual contact and sexual intercourse are defined in additional detail below:

- *NON-CONSENSUAL SEXUAL CONTACT*

Non-Consensual Sexual Contact is:

- any intentional sexual touching,
- however slight,
- with any object,
- by a man or a woman upon a man or a woman,
- that is without consent and/or by force.

Sexual Contact includes:

- Intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.

- *NON-CONSENSUAL SEXUAL INTERCOURSE*

Non-Consensual Sexual Intercourse is:

- any sexual intercourse
- however slight,
- with any object,
- by a man or woman upon a man or a woman,
- that is without consent and/or by force.

Intercourse includes:

i. vaginal penetration by a penis, object, tongue or finger, anal penetration by a penis, object, tongue, or finger, and oral copulation (mouth to genital contact or genital to mouth contact), no matter how slight the penetration or contact.

- **Sexual Exploitation**

Occurs when an individual takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to the benefit or advantage of anyone other than the one being exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to:

- Invasion of sexual privacy;
- Prostituting another individual;
- Non-consensual video or audio-taping of sexual activity;
- Going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual sex);
- Engaging in voyeurism;
- Knowingly transmitting an STI/D or HIV to another individual;
- Exposing one's genitals in non-consensual circumstances; inducing another to expose their genitals;
- Sexually-based stalking and/or bullying may also be forms of sexual exploitation

- **Stalking**

Stalking occurs when a person engages in a course of conduct or repeatedly commits acts toward another person, including following the person without proper authority, under circumstances that demonstrate either of the following:

- place the person in reasonable fear of bodily injury; or
- reasonably cause substantial emotional distress to the person.

Stalking includes the concept of cyber-stalking, a particular form of stalking in which electronic media such as the Internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact are used to pursue, harass, or to make unwelcome contact with another person in an unsolicited fashion.

Examples of stalking include:

- unwelcome and repeated visual or physical proximity to a person;
- repeated oral or written threats;
- extortion of money or valuables;
- unwelcome/unsolicited written communication, including letters, cards, emails, instant messages, and activity through social media or other online mediums;
- unwelcome/unsolicited communications about a person, their family, friends, or co-workers; or
- sending/posting unwelcome/ unsolicited messages with an assumed identity; or
- implicitly threatening physical contact;
- or any combination of these behaviors directed toward an individual person.

- **Intimate Partner Violence: Domestic Violence or Dating Violence**

Intimate-partner violence, also referred to as dating violence, domestic violence, and relationship violence, includes any act of violence or threatened act of violence against a person who is, or has been involved in, a sexual, dating, domestic, or other intimate relationship with that person. It may involve one act or an ongoing pattern of behavior. Intimate-partner violence can encompass a broad range of behavior, including, but not limited to, physical violence, sexual violence, emotional violence, and economic abuse. Intimate-partner violence may take the form of threats, assault, property damage, or violence or threat of violence to one's self, one's sexual or romantic partner, or to the family members or friends of the sexual or romantic partner. Intimate-partner violence affects individuals of all genders, gender identities, gender expressions, and sexual orientations and does not discriminate by racial, social, or economic background.

- **Bullying or Intimidation**

Bullying includes any intentional electronic, written, verbal, or physical act or a series of acts directed at another individual or individuals that is severe, persistent, or pervasive and that has the intended effect of doing any of the following: (i) substantially interfering with a student's education; (ii) creating a threatening environment; or (iii) substantially disrupting the orderly operation of the College. Bullying is prohibited, and participating in such acts will result in disciplinary action. Bullying that is based on gender, sexual orientation, gender identity, or gender expression, or based on any other protected classification as outlined in the College's Non-Discrimination Policy 2.20 will be handled under this policy.

Intimidation is any verbal, written, or electronic threats of violence or other threatening behavior directed toward another person or group that reasonably leads the person(s) in the group to fear for her/his physical well-being. Intimidation is prohibited and will result in disciplinary action.

Anyone who attempts to use bullying or intimidation to retaliate against someone who reports an incident, brings a complaint, or participates in an investigation in an attempt to influence the judicial process will be in violation of retaliation as described within this policy and will be subject to disciplinary action.

**ADDITIONAL APPLICABLE DEFINITIONS:**

- Consent: Consent is clear, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. The lack of a "no" cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.
    - Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity.

    - Previous relationships or prior consent cannot imply consent to future sexual acts.
    - The College affirms a "yes means yes" standard for consent; by this standard, consent is an affirmative, conscious and voluntary agreement to engage in sexual activity

- Force: Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and coercion that overcome resistance or produce consent ("Have sex with me or I'll hit you. Okay, don't hit me, I'll do what you want.").
    - Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. When someone makes clear to you that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.
    - NOTE: There is no requirement that a party resists the sexual advance or request, but resistance is a clear demonstration of non-consent. The presence of force is not demonstrated by the absence of resistance. Sexual activity that is forced is by definition non-consensual, but non-consensual sexual activity is not by definition forced.
    - In order to give effective consent, one must be of legal age.
    - Sexual activity with someone who one should know to be -- or based on the circumstances should reasonably have known to be -- mentally or physically incapacitated (by alcohol or other drug use, unconsciousness or blackout), constitutes a violation of this policy.
        - Incapacitation is 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, sleep, involuntary physical restraint, or from the taking of rape drugs. Possession, use and/or distribution of any of these substances, including Rohypnol, Ketomine, GHB, Burundanga, etc. is prohibited, and administering one of these drugs to another individual is a violation of this policy. More information on these drugs can be found at http://www.911rape.org/
- Use of alcohol or other drugs will never function as a defense for any behavior that violates this policy.
- The sexual orientation and/or gender identity of individuals engaging in sexual activity is not relevant to allegations under this policy.
- For reference to the pertinent state statutes on sex offenses, please see http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/18/00.031..HTM.

**External Resources**

**Medical Care for Sexual Assault:**

**Philadelphia Sexual Assault Response Center (PSARC)**
300 E. Hunting Park Avenue
Philadelphia, PA 19124
215-685-3251
Hotline: 215-425-1625

**24 Hour Hotlines:**

Women Organized Against Rape 215.985-3333*
National Sexual Assault Hotline: 800-656-HOPE*
Philadelphia Domestic Violence Hotline: 866-SAFE-041

**Sexual Harassment:**

Women's Law Project 215.928.9801
Philadelphia Commission on Human Relations 215.686.4692

**Prosecution:**

Special Victims Unit 215.685.3251
Police Sex Crimes Unit 215.685.1180/81/82 Rape Prosecution Unit 215.686.8083

*Please note that these resources are in Philadelphia. For locations outside of Philadelphia, please call 911.*

*These resources are confidential

**Campus Wide Prevention Efforts**

Prevention efforts focus on not only education, but also primary prevention techniques such as bystander intervention, as well as providing alternative programming for individuals. Alternative programming sometimes has an educational component, but sometimes it is purely designed to provide an alcohol and drug free environment for individuals, thus helping to minimize their own risk. Examples of programs are included in the chart below:

| Type of Program | Examples |
|---|---|
| Lectures & Workshops | Escalation Workshop<br>"DUI: A Powerful Lesson" – Mark Sterner<br>Women Organized Against Rape Workshop<br>Healthy Choices Orientation Session |
| Awareness Programs | It's On Us Week of Action<br>Alcohol 101 (in first year seminars and for policy violators)<br>Denim Day<br>Sobriety/Safe Drinking Pledge<br>It's On Us Pledge<br>DUI Simulator<br>Virtual Bar<br>Various Residence Hall Programs<br>National Collegiate Alcohol Awareness Week<br>Day of Silence |
| Alcohol Free Programming | Fridays After Dark (every Friday after 9 pm), Midnight Madness (funded by an NCAA CHOICES grant, Alternative programming on high risk days (Super Bowl, World Series, Halloween, St. Patrick's Day, etc.) |
| Training | Step UP to be a Dear Neighbor (bystander intervention training)<br>Responsible Employee/Campus Security Authority Training with Faculty, Staff, Resident Assistants and other paraprofessional staff<br>Sexual Harassment Training |
| Electronic | Social Media campaigns<br>It's On Us Campaign<br>Use of campus wide TVs |

**Educational Resources**

Our goal is to always prevent an incident from occurring. With this goal in mind, the remaining section includes examples of policy violations and risk reduction tips.

**Risk Reduction Tips**

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to victim-blame, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you to reduce your risk of experiencing a non-consensual sexual act. Below, suggestions to avoid committing a non-consensual sexual act are also offered:

- If you have limits, make them known as early as possible.
- Tell a sexual aggressor “NO” clearly and firmly.
- Try to remove yourself from the physical presence of a sexual aggressor.
- Find someone nearby and ask for help.
- Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends and ask that they take care of you. A real friend will challenge you if you are about to make a mistake. Respect them when they do.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you to reduce your risk for being accused of sexual misconduct:

1. Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
2. Understand and respect personal boundaries.
3. DON’T MAKE ASSUMPTIONS about consent; about someone’s sexual availability; about whether they are attracted to you; about how far you can go or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity then you DO NOT have consent.
4. Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. They may not have figured out how far they want to go with you yet. You must respect the timeline for sexual behaviors with which they are comfortable.
5. Don’t take advantage of someone’s drunkenness or drugged state, even if they did it to themselves.
6. Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don’t abuse that power.
7. Understand that consent to some form of sexual behavior does not automatically imply consent to any other forms of sexual behavior.
8. Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

**Examples**

- Amanda and Bill meet at a party. They spend the evening dancing and getting to know each other. Bill convinces Amanda to come up to his room. From 11:00 pm until 3:00 am, Bill uses every line he can think of to convince Amanda to have sex with him, but she adamantly refuses. He keeps at her, and begins to question her religious convictions, and accuses her of being “a prude.” Finally, it seems to Bill that her resolve is weakening, and he convinces her to give him a "hand job" (hand to genital contact). Amanda would never had done it but for Bill's incessant advances. He feels that he successfully seduced her, and that she wanted to do it all along, but was playing shy and hard to get. Why else would she have come up to his room alone after the party? If she really didn't want it, she could have left.

**Bill is responsible for violating the Non-Consensual or Forced Sexual Contact section of this policy. It is likely that a College hearing would find that the degree and duration of the pressure Bill applied to Amanda are unreasonable. Bill coerced Amanda into performing unwanted sexual touching upon him. Where sexual activity is coerced, it is forced. Consent is not effective when forced. Sex without effective consent is sexual misconduct.**

- Jiang is a junior and Beth is a sophomore. Jiang comes to Beth's dorm room with some mutual friends to watch a movie. Jiang and Beth, who have never met before, are attracted to each other. After the movie, everyone leaves, and Jiang and Beth are alone. They hit it off, and are soon becoming more intimate. They start to make out. Jiang verbally expresses the desire to have sex with Beth. Beth, who was abused by a baby-sitter when she was five, and has not had any sexual relations since, is shocked at how quickly things are progressing. As Jiang takes her by the wrist over to the bed, lays her down, undresses her, and begins to have intercourse with her, Beth has a severe flashback to her childhood trauma. She wants to tell Jiang to stop, but cannot. Beth is stiff and unresponsive during the intercourse. Is this a policy violation?

  **Jiang would be held responsible in this scenario for Non Consensual Sexual Intercourse. It is the duty of the sexual initiator, Jiang, to make sure that he has mutually understandable consent to engage in sex. Though consent need not be verbal, it is the clearest form of consent. Here, Jiang had no verbal or non-verbal mutually understandable indication from Beth that she consented to sexual intercourse. Of course, wherever possible, students should attempt to be as clear as possible as to whether or not sexual contact is desired, but students must be aware that for psychological reasons, or because of alcohol or drug use, one's partner may not be in a position to provide as clear an indication as the policy requires. As the policy makes clear, consent must be actively, not passively, given.**

- Sam and Chris are at a party. Sam is not sure how much Chris has been drinking, but is pretty sure it's a lot. After the party, Sam walks Chris to Chris' room, and Chris comes on to Sam, initiating sexual activity. Sam asks if Chris is really up to this, and Chris says yes. Clothes go flying, and they end up in Chris' bed. Suddenly, Chris runs for the bathroom. When Chris returns, Chris' face is pale, and Sam thinks Chris may have thrown up. Chris gets back into bed, and they begin to have sexual intercourse. Sam is having a good time, though Sam can't help but notice that Chris seems pretty groggy and passive, and Sam thinks Chris may have even passed out briefly during the sex, but Sam does not let that stop him. When Sam runs into Chris the next day, Sam thanks Chris for the wild night. Chris remembers nothing, and decides to make a complaint to the Dean.

**This is a violation of the Non-Consensual Sexual Intercourse Policy. Sam should have known that Chris was incapable of making a rational, reasonable decision about sex. Even if Chris seemed to consent, Sam was well aware that Chris had consumed a large amount of alcohol, and Sam thought Chris was physically ill, and that Chris passed out during sex. Sam should be held accountable for taking advantage of Chris in that intoxicated condition. This is not the level of respectful conduct expected of students.**

**CHESTNUT HILL COLLEGE**

**Subject:** **Drug Free Workplace**

**Policy:** **2.12**

**Effective:** **July 1, 1999** **Contact: Chief of Staff**
**Revised March 12, 2012**
**Reviewed August 2018**

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The Drug Free Workplace Act of 1988 requires each government contractor, subcontractor and federal grantee to develop and notify all employees of its drug prohibition policies. For Chestnut Hill College, the policies are as follows:

1. It is unlawful to manufacture, distribute, dispense, possess or use a controlled substance while engaged in their employment responsibilities and/or when on the premises of Chestnut Hill College
2. As a condition of employment, employees will abide by the terms of the statement in paragraph #1 and must notify the Human Resources Office in writing if he or she is convicted of a violation of a criminal drug statute occurring in the workplace no more than five calendar days after such conviction.
3. All employees are encouraged to attend programs on drug abuse awareness sponsored by various campus offices in order to become as informed as possible about the physical and psychological hazards of illegal drug use.
4. Drug counseling and rehabilitation is available through the College's Employee Assistance Program and through the health insurance plans the College sponsors. Employees may receive additional information in the Human Resources Office.
5. Any employee found possessing or using a controlled substance on the premises of Chestnut Hill College will be liable to immediate suspension from employment until he/she has undergone at least six months of therapy with a qualified counselor. After that period, employment may be resumed upon the recommendation of the counselor.
6. Any employee found manufacturing, distributing, or dispensing a controlled substance on the premises of Chestnut Hill College will be liable to immediate dismissal.
7. With the exception of the dessert reception for graduating seniors, the dinner to honor graduating students, or with written permission from the College President, alcoholic beverages may not be served at any College event where students, undergraduate or graduate, will be present.

**CHESTNUT HILL COLLEGE**

**Subject:** **Tobacco Free Campus Policy**

**Policy:** **2.13**

**Effective:** **October 1, 2009**
**Reviewed August 5, 2015**
**Revised August 2018**

**Contact: Chief of Staff**

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Chestnut Hill College is committed to the health and wellness of its students, faculty, staff and visitors. In keeping with this commitment, Chestnut Hill College has adopted a Tobacco Free Campus Policy, effective August 15, 2018. Tobacco use is prohibited within the campus boundaries, in all College buildings, at all College sponsored events, and in all College owned vehicles. This policy also applies to parking lots, walkways, sidewalks, athletic facilities, and private vehicles parked or operated on College property. This policy applies to all faculty, staff, students, vendors, contractors, visitors and guests.

Tobacco use includes any lighted tobacco product (e.g., cigarettes, cigars, clove cigarettes, pipes), any oral tobacco product (e.g., smokeless tobacco, dip, chew), vaping, or the use of electronic cigarettes.

All employees of the Chestnut Hill College community are asked to respectfully remind others of the College's Tobacco Free Policy. Primary responsibility for enforcement falls to Campus Safety and Security. Campus Safety and Security can ask for identification from anyone found to be in violation of the policy; an incident report will be filed for anyone violating this policy. Student violations will be sent to the Dean of Student Life for processing. Employee violations will be sent to Human Resources. Vendor violations will be handled by Vendor Supervisor. Guests found to be intentionally and consistently violating this policy may be asked to leave campus. Students and employees should review their respective Handbooks and/or Employee Manual for information on individual disciplinary processes.

Penalties for violations are listed below:

First Violation – Warning
Second Violation - $25 fine
Third Violation - $50 fine; disciplinary probation (students) or corrective action plan (employees)
Fourth Violation - $100 fine; disciplinary probation (students) or corrective action plan (employees)
Fifth Violation – possible dismissal or termination of employment

All fines collected will be used to further the College's health and wellness programming.

Employees of the College community who choose to smoke are required to leave campus. Chestnut

Hill College is bordered by Fairmount Park, Morris Arboretum, and private residences. Individuals are expected to be respectful of these neighbors and to properly dispose of any tobacco related items. It is a safety hazard, and disrespectful, to dispose of tobacco related products on the ground. Additionally, please be mindful to not block access or egress to the aforementioned green spaces, private residences, and/or SEPTA bus stops.

If you are looking for resources to help quit using tobacco products, please contact Human Resources, Student Health Services, https://smokefree.gov or www.smokefreephilly.org for local resources.

**CHESTNUT HILL COLLEGE**

**Subject:** **Family Medical Leave Policy**

**Policy:** **2.14**

**Effective:** **July 1, 1999**
**Revised January 16, 2009**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The Family and Medical Leave Act of 1993 (FMLA) applies to all employers which employ 50 or more employees during each of 20 or more calendar weeks in the current or preceding calendar year. Chestnut Hill College meets this criteria and therefore complies with all FMLA regulations as appropriate.

**Who is eligible?**

To be eligible for FMLA benefits, an employee must have been employed for at least 12 months and must have provided at least 1,250 hours of service during any 12 months.

**What are FMLA benefits?**

The FMLA entitles an eligible employee to a total of 12 work weeks of unpaid leave during any 12-month period:

1) due to the birth, adoption, or placement for foster care of the employee's son or daughter;
2) in order to care for the employee's spouse, son, daughter, or parent with a serious health condition;
3) because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
4) employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

The 12-month period is measured from the employee's first day of covered FMLA leave.

**Requesting and Taking FMLA**

Employees must give 30 days' written notice of foreseeable events that will result in a request for family or medical leave. If 30 days written notice is impossible, the employee must give such written notice as is practicable. Employees must schedule planned medical treatments with due regard for the operations of Chestnut Hill College.

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

Requests regarding FMLA are in writing using the FMLA Leave Application Form 5.2, and are submitted to Human Resources Office, either at HR@chc.edu or delivered in person.

**FMLA for Serious Health Conditions**

"Serious health condition" is defined as a condition requiring in-patient care or continuing treatment by a health care provider. "Continuing treatment" includes (a) two or more visits to a health care provider or (b) a single visit to a health care provider that results in a regimen of continuing treatment under supervision of a health care provider.

In the case of an employee's serious health condition or that of a covered family member, Chestnut Hill College may require that the employee use any accrued paid leaves such as vacation, personal, or sick leave toward any part of the 12-week leave provided by the Act.

In the case of a serious health condition, leave may be taken on an intermittent or reduced schedule only if medically necessary.

Chestnut Hill College may require medical certification of a serious health condition and may obtain a second opinion at its own expense

**FMLA for Birth, Placement or Adoption of a Child**

When an employee requests leave due to the birth, placement, or adoption of a child, Chestnut Hill College may require that the employee use any accrued paid leaves such as vacation and personal but not sick leave toward any part of the 12-week leave provided by the Act.

In the case of the birth, adoption, or placement of a child, leave may be taken on an intermittent or reduced schedule only if approved by the supervisor and appropriate Vice President.

**FMLA Leave for Care of a Covered Military Service Member**

When an employee takes leave to care for a covered military service member, Chestnut Hill College may require that the employee use any accrued paid leave time such as vacation and personal toward any part of the up to 26-week leave.

**Employee Benefits while taking FMLA**

Chestnut Hill College will maintain group health care coverage for the employee for the leave's duration and under the conditions that coverage would have been provided had the employee not taken the leave. The employee should mail her/his portion of any medical insurance premium to Chestnut Hill College, Human Resources Office, 9601 Germantown Ave, Philadelphia, PA 19118-2693.

Generally, paid leave for vacation, etc. cannot be earned while on leave of more than thirty (30) calendar days. Please refer to the specific leave policies within the Chestnut Hill College Employee Manual for more detailed information.

**Return from FMLA**

Upon return of the employee, Chestnut Hill College will restore the employee to the same or a substantially equivalent position to the one the employee held prior to taking the leave. The taking of leave may not result in the loss of any seniority or employment benefits accrued prior to the taking of the leave.

If an employee is unable to return after using all available paid leaves and unpaid FMLA leave, Chestnut Hill College may post the employee's position as open and proceed with a hiring process.

**CHESTNUT HILL COLLEGE**

**Subject:** **Americans with Disabilities Act**

**Policy:** **2.15**

**Effective:** **October 1, 2009**
**Revised September 17, 2012**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The Americans with Disabilities Act (ADA) and the Pennsylvania Human Relations Act prohibit discrimination against a qualified person with a disability in any employment practice, including, but not limited to: recruitment, hiring, promotion, discharge, compensation, training, provision of benefits, and other terms and conditions of employment.

Chestnut Hill College is committed to making reasonable accommodations in policies, practices and procedures when such modifications are necessary for any qualified applicant or employee to perform the essential functions of the position. Reasonable accommodation means that the accommodation cannot cause the college undue hardship and cannot interfere with the day-to-day activities of the institution as defined in the Americans with Disabilities Act of 1990, which was amended in 2008. Please visit www.eeoc.gov for the full definition.

The College encourages any employee and/or applicant who has a disability to request accommodations in order to perform the responsibilities set forth in the employee's current job description or for the position to which they are applying.

**Requesting Accommodation(s) - The Interactive Process**

1. Consistent with relevant federal, state and local laws, the College provides equal employment opportunities to qualified individuals with disabilities. The College will make reasonable accommodations for the disclosed and properly documented physical or mental limitations of an otherwise qualified individual with a disability who is an applicant for a position or who is already employed by the College, unless undue hardship would result. As part of this process, the College will engage in an appropriate interactive process with the applicant or employee concerning this matter.

2. An applicant for employment or employee who requires an accommodation in order to participate in the application process or to perform the essential functions of their job should promptly contact the Director of Human Resources in order to request such an accommodation.

3. Any individual requesting an accommodation must provide a medical certification from a licensed physician or appropriate health care provider. The medical certification should address the issue(s) requested by the College as part of the interactive process including, but not limited to:

- the applicant's/employee's diagnosis;
- the specific symptoms;
- the expected length of time the employee may be affected by the symptoms;
- identify which life activities are specifically affected;
- identify which essential job functions cannot be performed;
- explain the connection between the symptoms and the essential job functions.

**Additional information may be requested by the College as part of the interactive process.**

The College will consider any suggestions from the employee regarding the accommodation that is requested, but the final determination as to any accommodation will be made by the Director of Human Resources.

**CHESTNUT HILL COLLEGE**

**Subject:** **Place of Employment**

**Policy:** **2.16**

**Effective:** **October 1, 2009**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The primary place of employment for all Chestnut Hill College employees is the campus located at 9601 Germantown Avenue and 9250 Germantown Avenue, Philadelphia, Pa. 19118.

It is expected that employee responsibilities are to be undertaken at the primary place of employment. Providing service to our students, faculty, staff, alumni, donors and friends and valuing these relationships are key to the Mission of the College. Business is best conducted at the primary place of employment. Working at home or another location chosen by the employee for his or her convenience or needs is not an acceptable option and no supervisor has the authority to approve this.

Some offices or positions are situated in other locations. In such instances, the employee will be informed of the primary place of employment by their supervisor.

Some positions may require travel to or responsibilities at other locations; the employee will be informed of this by their supervisor.

**CHESTNUT HILL COLLEGE**

**Subject:** **Amorous Relationships**

**Policy:** **2.17**

**Effective:** **May 5, 2008** **Contact: Chief of Staff**
**Reviewed August 2018**

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Chestnut Hill College seeks to maintain an educational and working atmosphere wherein students, faculty, administrators and staff interact in appropriate professional and pedagogic ways. Pursuant to this, the policy on Amorous Relationships outlines expectations and prohibitions regarding such relationships. This policy applies to all employees, full time or part time, and paid or unpaid.

## Relationships with Students

Amorous or sexual relationships between students and faculty members with whom they have an academic or evaluative relationship are fraught with the potential for exploitation. The respect and trust accorded a faculty member by a student, as well as the power exercised by the faculty member in an academic or evaluative role, make voluntary consent by the student for an amorous or sexual relationship suspect.

Similarly, the relationship between a coach and his/her team members has the potential for exploitation. Relationships between students and faculty or staff in positions that require them to serve as advisors, mentors or supervisors to students and/or student groups have the same potential.

Amorous or sexual relationships with students even if the other party is not in a direct academic, evaluative, mentoring, coaching, advising or supervisory relationship with the student also raise questions regarding the appropriateness of such behavior and contain the potential for future favoritism or the perception of favoritism.

Therefore, all such relationships with students are prohibited at Chestnut Hill College, even if the parties consent to the relationship.

In their relationships with students, employees are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. It is the responsibility of the employee to immediately disclose such relationships to the Director of Human Resources. When a prohibited sexual relationship exists, effective steps will be taken to ensure unbiased evaluation or supervision of the student. In addition, discipline of the employee will be imposed, up to and including the possibility of separation from employment.

**Relationships with Staff**

Employees of the College, who are in a position of power or authority or seniority over a subordinate employee, are strongly discouraged from engaging in a sexual or amorous relationships. The authoritative individual's position again raises the possibility for exploitation.

If a consensual amorous or sexual relationship develops, it must be immediately disclosed to the Director of Human Resources, and steps will be taken to assure that the subordinate is evaluated in an unbiased fashion. It is the responsibility of the employee to disclose the relationship. Failure to do so will result in disciplinary action, including the possibility of separation from employment.

**Other Considerations**

Employees are reminded that there are potential problems arising from amorous relationships with other employees in the workplace including, but not limited to difficulties or issues arising from inter-office workflow and sexual harassment allegations. Employees enter these relationships at their own risk and should be aware that the College will take all sexual harassment allegations or other grievances seriously and these are subject to the policies and procedures of the College.

A supervisor is required to consult with the Director of Human Resources if he/she is uncertain as to whether a relationship violates this policy and/or Chestnut Hill College's Policy on Sexual Harassment (see Policy 2.11).

Any employee or student who feels he/she is involved in a sexual or romantic relationship that is not welcome or consensual should contact a Designated Complaint Recipient in accordance with Policy 2.11. This policy does not supersede or replace the Sexual Harassment Policy.

**CHESTNUT HILL COLLEGE**

**Subject:** **Professional Appearance**

**Policy:** **2.18**

**Effective:** **October 1, 2009**
**Revised August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Professional office attire, grooming and personal cleanliness reflects the image that Chestnut Hill College staff members present to students, parents, visitors or other constituents of the College. A staff member is expected to present a clean, neat and professional appearance and to dress according to the requirements of his or her position. If a staff member is unsure of the appropriateness of a particular item of clothing, the staff member should not wear it. Standards for office attire may vary by department. It is the responsibility of the respective department supervisor to set the standards.

Professional office attire includes but is not limited to the following: collared shirts, ties, dress slacks, sport coat, business suit, pantsuits, skirt suits, dress shirts or blouses, dress cropped or capri pants, and skirts of at least knee length.

Professional office attire does not include tank tops, halter tops, excessively short or tight-fitting clothing, revealing clothing, or other generally recognized casual sportswear like jeans or denim pants or skirts, cargo pants, casual capri or crop pants, t-shirts, shorts, beach sandals, flip flops or sneakers/athletic shoes. Tattoos and body piercings should not be visible. Exotic hair colors and styles are not permitted.

Additionally, appropriate attire on early dismissal Fridays during the summer may be business casual such as khakis and a collared polo shirt.

Staff members who have dual responsibilities should dress based on the responsibilities of their full-time position.

The staff member's supervisor is responsible for monitoring the staff member's professional appearance, advising the staff member when non-compliance of the policy takes place and for informing the staff member that repeated non-compliance could ultimately lead to corrective action.

**CHESTNUT HILL COLLEGE**

**Subject:** **Whistleblower Policy**

**Policy:** **2.19**

**Effective:** **April 25, 2005**
**Revised August 2009**
**March 1, 2019**

**Contact: Chief of Staff**

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All employees of the Chestnut Hill College community are expected to adhere to the highest standards of ethical conduct in carrying out their duties and responsibilities for the College. The College is committed to operating in compliance with applicable laws and regulations and College policies.

Chestnut Hill College maintains this Whistleblower Policy in an effort to encourage good-faith reports of suspected wrongdoing without fear of retaliation. Employees are encouraged to present facts and express concerns about suspected wrongdoing as it pertains to the business operations of the College.

The College encourages the reporting of suspected wrongdoing in a timely manner. The reporting procedure described below will best allow the College to promptly investigate claims.

This Whistleblower Policy pertains to the reporting and investigation of suspected wrongdoing committed by an employee of the College in the course of conducting College business.

**For purposes of this Policy, when the violation involves accounting or financial matters or use of College resources, wrongdoing is defined as:**

a) **A violation of local, state, or federal law or regulation, or**

b) **A violation of College policy**

Such wrongdoing may include but is not limited to:

- Theft of cash or of other College property
- Misappropriation of College funds / inappropriate use or misuse of College funds or College property
- Fraud or falsification of accounting or financial reports or records
- Falsification of work hours as reported on time sheets by employees, including student employees
- Inappropriate allocation or spending of College funds

- Inappropriate authorization of the use of College funds or resources

This Whistleblower Policy is not intended to be used to report general employment-related concerns. Employees are encouraged to constructively discuss employment-related concerns with their supervisors and/or should consult either Grievance Resolution Policy 2.26 or the Faculty Grievance Policy F 301.4 for more information.

**Making a Report**

To make a report via this Policy, an employee is asked to complete and sign a Whistleblower Policy Disclosure Statement Form 5.4. The Whistleblower Policy Disclosure Statement should be completed as soon as possible after the incident(s) leading to the allegation of wrongdoing.

Once the Whistleblower Policy Disclosure Statement has been completed, the individual making the report is to mail or deliver the Whistleblower Policy Disclosure Statement to the Director of Human Resources at the College. In the event an individual wants to make a report of suspected wrongdoing involving a member of the Human Resources staff, the individuals completed Whistleblower Policy Disclosure Statement should be submitted to the Vice President for Financial Affairs.

An employee who wishes to remain anonymous may mail the completed Whistleblower Policy Disclosure Statement to one of the offices listed above, and is not required to include his/her name or other identifying information on the report. However, anonymous reports may be more difficult to investigate and substantiate.

Employees may verbally report suspected wrongdoing in lieu of making a written report, and should be prepared to provide the types of information requested on the Whistleblower Policy Disclosure Statement. To make a verbal report, the Director of Human Resources should be contacted at 215.248.7036. If it is not appropriate to contact a member of the Human Resources staff, the Vice President for Financial Affairs should be contacted at 215.248.7163.

By submitting a Whistleblower Policy Disclosure Statement or making a verbal report of suspected wrongdoing, an employee certifies that the information being provided accurately reflects the individual's full knowledge of the incident. The individual also acknowledges that he/she understands an investigation of the allegations will commence.

**Protection from Retaliation**

An individual, who, in good faith, makes a report, as outlined in this Policy, will not suffer retaliation by the College as a result of making a report. Retaliation is defined as harassment, discrimination or adverse employment or academic actions. An individual makes a good-faith report when he/she has no specific reason to believe the allegations are false and when the report is made without consideration of personal gain.

An individual who participates in the investigation of an alleged wrongdoing will not be subject to retaliation by the College.

An employee who believes that he/she has been retaliated against after making a good-faith report via this Policy, or after participating in an investigation, is to notify the Director of Human Resources. If the individual feels he/she has been retaliated against by or because of actions of the Director of Human Resources, the Vice President for Financial Affairs is to be notified.

An employee who harasses or otherwise retaliates against someone who has reported a suspected wrongdoing in good faith, or who has participated in an investigation, will be subject to corrective action, up to and including termination of employment.

**Confidentiality**

The identity of an individual who makes a report via this Policy, as well as the identity of the individual(s) suspected of wrongdoing, will be kept confidential to the extent practical. Only those having a business-need-to-know the information and/or who are involved in the investigation of alleged wrongdoing will be informed of the report.

Individuals submitting a report should be aware that their public testimony may be required if the matter is turned over to law enforcement or other public agency.

An individual who makes a report via this Policy, and all those involved in the investigation or who become aware of the report, must refrain from discussing the report and allegations, the investigation, and/or the outcome of the investigation with their colleagues and anyone not directly involved in the investigation. This paragraph is not intended to prevent an individual from discussing the investigation as required or permitted by law.

**Investigation**

After receiving a Whistleblower Policy Disclosure Statement or a verbal report of suspected wrongdoing, the Director of Human Resources will promptly initiate an investigation, involving others as necessary. If the report has been made directly to the Vice President for Financial Affairs, he or she will initiate the investigation. Responsibility for the investigation may be delegated to another member of the College administration or to an outside agency as appropriate based on the allegations.

College employees may be questioned as part of an investigation and will be expected to fully cooperate.

If the investigation establishes that a wrongdoing has occurred, the Director of Human Resources and/or the appropriate member of the senior administration will determine the applicable corrective action. An individual suspected of wrongdoing may be referred to law enforcement depending on the nature of the suspected wrongdoing and the facts and circumstances of the case.

The College administrator overseeing the investigation will be responsible for documenting the investigation, the outcome, and the facts and circumstances on which the outcome was based. Such documentation will be filed in confidential files located in the Human Resources office. In the event a report involving a member of the Human Resources staff was made, documentation pertaining to the investigation will be maintained by the Vice President for Financial Affairs.

The individual who made the report will be apprised of the outcome of the investigation, unless such individual has remained anonymous. It may not be advisable to share detailed information regarding the investigation or outcome, in which case a summary of the outcome will be provided to the extent possible.

**Consequences of Making a False Report**

A report made via this Policy may have considerable impact on the personal and professional life of the individual accused of wrongdoing. While employees are encouraged to make good-faith reports per this Policy, knowingly making a false or misleading report will lead to corrective action. Corrective action for an employee who has intentionally made a false or misleading report may include termination of employment. Additionally, knowingly providing false, incomplete, or misleading statements during the course of an investigation will lead to corrective action, up to and including termination of employment.

**Other Employment-related or Academic Concerns, or Suspected Criminal Activity**

As noted above, this Whistleblower Policy pertains to the reporting and investigation of suspected financial wrongdoing. Other employment-related concerns, academic concerns, concerns of students, or suspected criminal activity should be reported as outlined below.

**Employment-related / Academic Concerns --** Faculty are encouraged to constructively discuss employment-related concerns and should consult the Faculty Grievance Resolution Policy F 301.4 for more information. Faculty may feel free to address concerns to their Department Chair or to the Dean of the Faculty.

**Harassment --** If a College employee feels he/she is being harassed in violation of the College's Anti-harassment Policy, the Director of Human Resources is to be promptly notified.

**Safety-related Concerns --** Concerns pertaining to the safety of the work environment may be addressed as outlined in either the Grievance Resolution Policy 2.26 or the Faculty Grievance Resolution Policy F 301.4. Additionally, such concerns should promptly be brought to the attention of the Vice President for Student Life.

**Suspected Criminal Activity --** Any suspected criminal activity involving or witnessed by a member of the College community is to be immediately reported to Campus Security at 215.753.3637. Employees are also encouraged to report suspected criminal activity to the appropriate law enforcement official.

**CHESTNUT HILL COLLEGE**

**Subject:** **Non-Discrimination Policy**

**Policy:** **2.20**

**Effective:** **December 5, 2011** **Contact: Chief of Staff**
**Reviewed August 5, 2015**

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Chestnut Hill College, founded by the Sisters of Saint Joseph, is committed to an active inclusive love of all people without distinction. Therefore, it is the policy of Chestnut Hill College that no person will be discriminated against by Chestnut Hill College in admission to or participation in any educational program and, moreover, no person will be discriminated against in employment, including recruitment, hiring, promotion, termination or forms of compensation or on any other terms of employment. Discrimination on the basis of any of the following is prohibited: race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, familial status, disability, or status as a veteran. Chestnut Hill College follows the June 2011 Fair Practices Ordinance of the City of Philadelphia (9-1100) as well as other local, state, and federal laws.

Retaliation against complainants, alleged victims or witnesses is also prohibited by this Policy.

**Subject:** **Background Checks**

**Policy:** **2.21**

**Effective:** **September 10, 2007**
**Revised December 3, 2012**
**Revised May 18, 2015**
**Revised September 10, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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## Purpose

The overall purpose of this policy is to ensure well-informed hiring decisions. It is important that Chestnut Hill College's Mission is supported by qualified employees who foster a safe and secure environment for all College constituents. In addition to the safety component, it is also important that the College take meaningful and reasonable actions to protect its funds, property and other assets. Chestnut Hill College also seeks to ensure compliance with the law and compliance with current practices outlined below.

## Scope

This Policy applies to all employees (both regular and temporary) including staff, administrators, and faculty (adjunct, visiting, and tenure-track), as well as volunteers, interns, student workers and independent contractors.

## Background Checks

The College will conduct background checks on faculty, staff, student workers, volunteers, temporary staff, and finalist job candidates to determine or verify background information. This is to ensure that individuals who serve the College are well qualified, have a strong potential to be productive and successful, and have accurately presented their background and qualifications.

The College complies with the Fair Credit Reporting Act (FCRA), which regulates the use of information gathered by consumer reporting agencies and which may determine an individual's eligibility for employment.

The College reserves the right to decline an applicant or finalist job candidate or to discipline, revoke the privileges of and/or terminate any faculty, staff, student worker, volunteer, temporary staff, or other person to whom this policy applies, who has provided false, misleading, erroneous, or deceptive information on a résumé, or during an interview or who has omitted material information during the hiring process. The College reserves the right to share false, misleading, erroneous and deceptive information to probation officers and other appropriate authorities. The College reserves the right to conduct a background check at any time as a matter of law or based on the nature of the position.

## Guidelines

1. Background checks are required for all new hires (individuals who are not current employees of Chestnut Hill College) as a condition of employment, after the offer is made. Employment will

not commence until the results of the background checks are cleared through the Human Resources Office.

   a. Under certain extenuating circumstances, a "Request for Immediate Start" can be submitted in writing to the Director of Human Resources requesting employment to start prior to clearance of the results of the background check contingent on the new hire signing a conditional memo of employment that can be issued by the Human Resources Office.

2. Background checks are conducted on current employees who:
   a. Transfer into a new position and that position has been identified as requiring an initial or updated background check; or
   b. Hold a position whose job duties or responsibilities require an initial or updated background check.

3. In addition to new hires and current employees, background checks will be required for any volunteers, independent contractors and non-employee associates affiliated with Chestnut Hill College, if that person's services, role, duties or responsibilities for Chestnut Hill College require an initial or updated background check. Volunteer assignments, or the services of an independent contractor involving direct contact with minors, will not commence until the results of the background check are cleared through the Human Resources Office.

4. If an employee leaves the College and is re-hired to a position with the College within a year, a background check will not be required if a previous check was completed by Chestnut Hill College. If an employee leaves the College and is re-hired by the College more than a year later, a new background check will be required. Notwithstanding the foregoing, if the employee is rehired and the position or job duties involve direct contact with minors, the College may be required to conduct the background checks required by law as described in this policy. Background checks may include verification of information provided on the résumé or on other forms used in the hiring process.

5. The Director of Human Resources determines the scope and extent of the background check based upon the position, job responsibilities or services, and/or activities the person will do as an employee or volunteer for the College. At a minimum, a criminal history check in the state where the person resides or previously resided will be conducted. In addition, background checks may include any or all of the following:

   a. Verification of Social Security number
   b. Current and prior employment verification
   c. Professional license verification
   d. Education verification
   e. Child or elder abuse registry
   f. Reference checks
   g. Drug and alcohol screening

h. Sexual offender registry
i. Motor vehicle record
j. Pennsylvania Child Abuse History Clearance
k. Pennsylvania State Police Criminal Record Check (PATCH)
l. FBI criminal check, including a fingerprint check
m. Name/alias check
n. Other checks as determined by Human Resources

6. Faculty or staff, student workers, temporary staff, volunteers or finalist job candidates who have direct contact with a minor, which includes care, instruction, supervision, guidance or control of a minor, will be subject to all background checks required by the Pennsylvania Child Protective Services Law, as amended by Act 153 and as may be amended from time to time, in addition to all other checks required for the position.

7. In order to ensure the safety of the College community, all persons to whom this policy applies are required to report if they are charged with any felony or a misdemeanor offense involving violence or sexual misconduct, or if they are subject to a restraining or custody-removal order involving child abuse or exploitation, to the Director of Human Resources (or designee) within 72 hours after the arrest or issuance of the restraining or removal order.

8. If a person to whom this policy applies, is convicted of a felony or a misdemeanor offense involving violence or sexual misconduct, or has received any restraining or custody removal order involving child abuse or exploitation, that person must report the conviction to the Director of Human Resources (or designee) and submit documentation concerning the conviction within 72 hours after the conviction.

9. Upon review of the arrest and/or conviction information, the Director of Human Resources (or designee) will conduct an investigation to determine whether adverse employment, or other appropriate, action is recommended. A conviction does not automatically lead to termination of employment or further action. A recommended action is communicated to the Vice President, General Counsel. The supervisor or department head does not receive information contained in the reports. The Vice President of that department may also be consulted if the Director of Human Resources were to recommend an employment action.

   Noncompliance with the above-stated requirements, and/or misrepresentation of the circumstances relating to the events, may result in discipline, up to and including termination, loss of tenure (if applicable), revocation of a job offer, or loss of access to and privileges in the College.

10. In the event that the College receives a notice from a consumer reporting agency that there is a substantial difference between the address for the person that the College provided to request the consumer report and the address in the reporting agency's file for that person, College personnel shall take steps to confirm that the consumer report relates to the person about whom it has requested the report. These steps shall include:
    a. Comparing the information in the consumer report to the information that the College:
        1. has obtained to verify the person's identity;
        2. maintains in its own records, such as change of address notifications; or
        3. obtains from third party sources; or
    b. Verifying the information in the consumer report with the person to whom the report relates.

**Procedures**

1. In accordance with FCRA, an applicant must personally authorize the background check before it can be done. No criminal background check may be requested or conducted until the applicant initiates a background check report electronically. In order to maintain the utmost discretion and confidentiality, background check results are provided to the College's Human Resources Office only. All criminal, sexual, and violent offender convictions are considered part of the application for employment and will be maintained in confidential files within the Human Resources Office. If any candidate or employee chooses not to initiate a background check, the College will not consider the individual further in the respective hiring process and with respect to all others to whom this policy applies, may lead to disciplinary action, up to and including termination, loss of tenure (if applicable) or loss of access to and privileges in the College.

2. Departments working with vendors and any third parties are responsible for requiring them to certify in writing that background checks that are at least as rigorous as the College's background check protocols outlined in this policy have been successfully completed for any third party's employees or independent contractors who work on Chestnut Hill College's campus or with Chestnut Hill College employees and/or programs.

3. For current employees needing recertification of their clearances as outlined in this policy, the Human Resources Office will notify them in advance that new clearances are required. Chestnut Hill College reserves the right to conduct additional background checks on covered individuals consistent with business and compliance needs, i.e. certain promotions and transfers and job positions.

4. Having a criminal history, including being arrested or convicted of a crime, does not necessarily preclude employment. All information relating to the criminal history is considered on a case-by-case basis, except where required by law. With regard to the criminal history, except as required by law, Chestnut Hill College will consider multiple factors on a case-by-case basis, including, but not limited to, the nature of the crime and its relevance to the particular position and the time

elapsed since the arrest or conviction, in making hiring decisions and other decisions with regard to persons who are covered by this policy. In addition, consideration will be given to the nature of the position involved, the job duties and responsibilities, and the implication for the general safety and security of the campus community as well as the security of the College's assets.

5. If any negative information is obtained in a background check, it will be reviewed by the Director of Human Resources with the appropriate Vice President or Dean, and Vice President, General Counsel as appropriate. Except as required by law, an individualized assessment will be made based on the information and a final employment determination (or other decision regarding the person's relationship with the College) will be made.

6. Should an adverse action be contemplated and/or taken because of the results of a background investigation on matters covered by the Fair Credit Reporting Act, the College will comply with the notice provisions of the FCRA. The Human Resources Office will give the finalist job candidate, or other person to whom this policy applies, a copy of the background check report and will be given an opportunity to admit, refute and/or correct any information provided in the report. A Notice of Adverse Action letter will be sent to the individual, informing the individual that Human Resources has made a final decision. This letter will be sent along with the "Summary of Your Rights Under the FCRA."

7. Regardless of whether the finalist job candidate (or other person to whom this policy applies) has commenced working or providing services, the College reserves the right at any time to rescind any offer of employment, or to take any other necessary action regarding the person's relationship with the College, should the results of a background check be unacceptable to the College.

**PENNSYLVANIA ACT 153 BACKGROUND CHECK PROCEDURES - DIRECT CONTACT WITH MINORS**

In addition to the other procedures in this policy, the following procedures apply to any individual, 14 years or older, who applies for a paid position, or any non-employee associate whose duties for the College, or any volunteer whose volunteer assignment involves responsibility for the welfare of minors or direct contact with minors. The Pennsylvania state legislature enacted Act 153 of the Pennsylvania Child Protective Services Law (CPSL), effective December 31, 2014. Act 153 strengthened the CPSL by requiring colleges and universities to obtain background clearances for any individuals having direct contact with minors.

1. To comply with Act 153, all faculty, staff, including those affiliated with a student workers, volunteers, temporary staff, and non-employee associates who will who have direct contact with minors, which include care, instruction, supervision, guidance or control of minors, must undergo three specific clearances as part of the background check (or in addition to any background check previously conducted), as follows: (1) a FBI Fingerprint Check; (2) a Pennsylvania State Police Criminal Record Check; and (3) a Pennsylvania Child Abuse History Clearance.

2. No new or current Chestnut Hill College faculty, staff, student workers, volunteers, temporary staff, and/or non-employee associate who will have direct contact with a minor will be permitted to have any contact with a minor until the required Act 153 background check is completed, reviewed and cleared by the Human Resources Office.

3. Once completed, Act 153 background checks will be valid for five (5) years for any person maintaining direct contact with minors. If necessary, a new Act 153 background check will be completed at that time.

**Volunteers**

Volunteers subject to Act 153 are required to undergo the FBI Fingerprint Check, Pennsylvania State Police Criminal Record Check and Pennsylvania Child Abuse History Clearance. A volunteer may be exempted from the FBI Fingerprint Check requirement, only, under the following conditions:

1. The position is unpaid.

2. The volunteer has been a resident of Pennsylvania continuously during the previous 10-year period.

3. The volunteer swears or affirms in writing that s/he has not been convicted of an offense similar in nature to those crimes stated in the section entitled "Grounds for Denying Employment or Volunteer Assignment or Participation in Program, Activity or Service – Direct Contact with Minors" under the laws or former laws of the U.S. or one of its territories or possessions, another state, the District of Columbia, Puerto Rico or a foreign nation, or under a former law of Pennsylvania.

**Independent Contractors**

Independent contractors involved in a program, activity or service in which s/he will have direct contact with a minor must provide evidence that the Act 153 background checks have been completed, or a background check will be completed as outlined in this policy.

**Grounds for Denying Employment or Volunteer Assignment or Participation in Program, Activity or Service – Direct Contact with Minors**

Chestnut Hill College will not approve an individual for employment, or, as applicable, any volunteer assignment or program, activity or service provided to Chestnut Hill College by an independent contractor, where the Pennsylvania Department of Human Services has verified that the individual is named in the Statewide Child Abuse database as the perpetrator of a Founded Report committed within the five-year period immediately preceding verification (the background check).

Chestnut Hill College will not approve an individual for employment, or, as applicable, any volunteer

assignment or program, activity or service provided to the College by an independent contractor, if the criminal history record information indicates the individual has been convicted of one or more of the following offenses under Title 18, Pennsylvania Statutes (relating to crimes and offenses) or an equivalent crime under Federal law or the law of another state:

- Chapter 25 (relating to criminal homicide)
- Section 2702 (relating to aggravated assault)
- Section 2709.1 (relating to stalking)
- Section 2901 (relating to kidnapping)
- Section 2902 (relating to unlawful restraint)
- Section 3121 (relating to rape)
- Section 3122.1 (relating to statutory sexual assault)
- Section 3123 (relating to involuntary deviate sexual intercourse)
- Section 3124.1 (relating to sexual assault)
- Section 3125 (relating to aggravated indecent assault)
- Section 3126 (relating to indecent assault)
- Section 3127 (relating to indecent exposure)
- Section 4302 (relating to incest)
- Section 4303 (relating to concealing death of child)
- Section 4304 (relating to endangering welfare of children)
- Section 4305 (relating to dealing in infant children)
- A felony offense under section 5902(b) (relating to prostitution and related offenses)
- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances)
- Section 6301 (relating to corruption of minors)
- Section 6312 (relating to sexual abuse of children)
- The attempt, solicitation or conspiracy to commit any of these offenses

If an employee or volunteer or independent contractor of Chestnut Hill College subject to Act 153 is arrested for or convicted of an offense (listed above) that would constitute grounds for denying employment or a volunteer assignment or participation in a program, activity or service, or is named as a perpetrator in a Founded or Indicated Child Abuse report, the employee or volunteer shall provide the Director of Human Resources (or designee) with written notice of the changes in his/her clearance status not later than 72 hours after the arrest, conviction or receipt of notification that the person has been listed as a perpetrator in the Statewide database.

If Chestnut Hill College has a reasonable belief that an employee or volunteer or independent

contractor was arrested or convicted for an offense that would constitute grounds for denying employment, or a volunteer assignment or participation in a program, activity or service under Title 18 of the Pennsylvania statutes as listed above or was named as a perpetrator in a Founded or Indicated Child Abuse report, or the employee or volunteer or independent contractor has provided notice of the changes in his/her clearance status as required, Chestnut Hill College will immediately require the employee or volunteer or independent contractor to submit current information (results of new background checks with the Act 153 checks).

Any employee or volunteer or independent contractor who willfully fails to disclose the changes in his/her clearance status shall be subject to discipline up to and including denial of employment or volunteer position or termination of any services provided and, in addition, may be charged with a misdemeanor of the third degree as prescribed by the CPSL as amended from time to time.

The Director of Human Resources is authorized to ensure that the policy is applied in a consistent manner throughout the College.

**CHESTNUT HILL COLLEGE**

**Subject:** **Use of College Resources**

**Policy:** **2.22**

**Effective:** **September 17, 2012** **Contact: VPFA**
**Reviewed August 2018**

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Responsible use of College property on campus is expected of all employees of the College. This includes the use of all computers, cell phones and equipment purchased and owned or leased by the College. Failure to do so will result in an investigation. During an investigation, suspension of privileges may occur. Following an investigation, sanctions may be imposed by the College, up to and including possible termination given the severity of the charge.

## Computers/Technology

The computing and electronic resources of Chestnut Hill College are intended to be used for its programs of instruction and research and to conduct the legitimate business of the College. The College's computing resources, either during or after work hours, shall not be used for individual financial gain, commercial, profit or corporate activities unrelated to the College. College employees are expected to use the Internet responsibly and productively.

Examples of computer abuse include but are not limited to the following:

- Unauthorized attempt to modify computer equipment.
- Unauthorized attempt to add/delete/change software, such as games, graphics, operating systems, compilers, utility routines.
- Use of an account without proper authorization from the owner or authorized user of the account.
- Reading or using private files, including the College's administrative or academic files, without proper authorization, or changing or deleting private files belonging to another user without proper authorization.
- Violations of property rights and copyrights in data and computer programs. Use of software to view and/or communicate offensive or obscene messages to other users of the system.
- The use of any Chestnut Hill College computer for copying licensed or copyrighted software (whether the software is owned by the College or not) is strictly prohibited.
- The College's computing resources shall not be used for commercial, profit or corporate activities unrelated to the College.
- Using computer resources for personal reasons.

- Sending e-mail on matters not concerning the legitimate business of Chestnut Hill College.
    - Note that e-mail is not guaranteed to be private. E-mail messages can be accessed by duly authorized persons.
- Maintaining information on the College's computer system which is not related to the legitimate business of Chestnut Hill College.
    - Note that computer files are not guaranteed to be private and can be accessed by duly authorized persons.
- Using computer resources in a manner which harasses or demeans another person or which is inappropriate in the College's workplace

Computers, equipment and software owned or leased by the College may be accessed any time for any reason by authorized College personnel. This includes the hard drive of a computer and any other file storage media including network drives, email accounts including both sent and received email and any attachments

In addition to the policy contained herein, usage must be in accordance with applicable Chestnut Hill College policies and applicable State and Federal laws relating to copyright protection, trade secrets and licensing. Among the related laws are the Federal Computer Abuse Amendment Act 1994, the Federal Electronic Communications Privacy Act, and the U.S. Copyright Act.

Violations of this policy are to be reported to the Vice President for Financial Affairs.

**CHESTNUT HILL COLLEGE**

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| **Subject:** | **Firearms, Weapons & Explosives Policy** |
| **Policy:** | **2.23** |
| **Effective:** | **September 27, 2010**<br>**Reviewed April 25, 2013**<br>**Reviewed August 2018** |
| | **Contact: VPSL** |

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Chestnut Hill College is committed to providing educational services in a safe and secure environment.

All members of the College community, including faculty, staff, students, contracted employees, contractors and vendors, as well as visitors to Chestnut Hill College, are prohibited from possessing firearms, explosives or weapons (hereafter collectively referred to as "weapons") on the premises of the College or in any building under College control or at any College–sponsored event without the explicit authorization of Chestnut Hill College, whether or not a federal or state license to possess the same has been issued to the possessor.

**Policy/Procedures**

It is prohibited to possess weapons on property owned or controlled by Chestnut Hill College or at any College-sponsored event without the explicit written authorization of the College, whether or not a federal or state license to possess the same has been issued to the possessor.

This policy prohibiting firearms does not apply to law enforcement officials in pursuit of official duty when authorized by federal or state law.

Anyone possessing a weapon in violation of this policy will be asked to remove it from the campus or event immediately. They may also be subject to arrest and/or disciplinary action as discussed below. Any employee violating this policy shall be subject to a full range of disciplinary action, up to and including termination, as noted in the Employee Manual and Faculty Manual.

A contracted employee, contractor or vendor possessing a weapon will be asked to remove them from the campus or event immediately. The College may require the temporary or permanent removal of any contracted employee, contractor or vendor from the campus by the company in question.

Additionally, possession of unlicensed firearms or weapons may lead to criminal prosecution by the appropriate jurisdiction.

**Definitions**

***Firearm:*** Any device that shoots a bullet, pellet, flare, tranquilizer, spear dart, paintball or other projectile, whether loaded or unloaded, including those powered by pressurized gas. This includes, but is not limited to, guns, air guns, dart guns, pistols, revolvers, rifles, cannons, etc., and any ammunition for any such device.

***Weapon*****:** Any device that is designed to or traditionally used to inflict harm. This includes, but is not limited to: 1) firearms, slingshots, switchblades, daggers, blackjacks, brass knuckles, bows and arrows, hand grenades, hunting knives, num-chucks, throwing stars, etc.; 2) any object that could be reasonably construed as a weapon; or 3) any object legally controlled as a weapon or treated as a weapon under the laws of the Commonwealth of Pennsylvania.

***Explosives:*** Any chemical compound or mechanical mixture that contains any oxidizing and combustible units, or other ingredients, in such proportion, quantities or packing that an ignition by fire, friction, concussion, percussion, or detonator, of any part of the compound or mixture, may cause a sudden generation of highly heated gases that results in gaseous pressures capable of producing destructive efforts on contiguous objects or of destroying life or limb. This includes, but is not limited to, fireworks, black powder, dynamite, etc. as well as detonating devices such as detonators, blasting caps, timers, incendiary wire and the like.

**CHESTNUT HILL COLLEGE**

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| **Subject:** | **Staff Teaching** | |
| **Policy:** | **2.24** | |
| **Effective:** | **August 5, 2015**<br>**Reviewed August 2018** | **Contact: Chief of Staff and VPAA** |

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**Policy Statement**
Many staff members of Chestnut Hill College have talent and credentials that are or may be used more directly in teaching activities and would like the opportunity to teach at Chestnut Hill College. These interests and abilities must be balanced with their primary work responsibilities and within established teaching limits that foster the breadth and depth of our academic quality.

**Purpose**
This policy describes the conditions under which staff members of Chestnut Hill College may teach by providing conditions, general guidelines, limits on number of courses allowed so that the staff member is successful in performing his or her primary work responsibilities.

**To Whom this Policy Applies**
This policy applies to all full and part-time regular staff members.

**Responsibility**
This policy is overseen and enforced by the Human Resource Office and coordinated with Academic Affairs and the three Schools.

**Teaching Outside of the Responsibilities of the Primary Job Description-**
Staff members may teach outside of the responsibilities on their staff job description. If staff members do teach, they must first and foremost fulfill their everyday work responsibilities and its schedule. Staff members cannot use their teaching responsibilities as a reason for not meeting their normal job duties. Performance evaluation of the normal job will not include the teaching performed by the staff member, unless such teaching interferes with the performance of their job responsibilities.

As a general rule, a staff member is only allowed to accept adjunct teaching assignment(s) outside of their regular work schedule within the limits outlined below. Any exception to this policy requires the review and approval of their supervisor, Vice President and the Director of Human Resources. Any exception to this rule must involve a detailed explanation and an agreed upon schedule to ensure everyday responsibilities are addressed in the same workweek as the additional teaching responsibilities.

Compensation for teaching outside of normal work responsibilities and schedule can be in addition to the salary paid for the staff member's regular position, but such compensation must be in line with the normal adjunct payment for courses in the program in which the member will be teaching.

**Teaching Within the Responsibilities of the Primary Job Description**

The job description of the staff member may include a teaching responsibility. The job description must clearly describe the courses that will be taught, when they will be taught, and the distribution of time and effort allotted to teaching as compared to the other duties of the staff member. Compensation for teaching in this case will be included as part of the overall salary for the position (i.e., no additional compensation will be provided). The supervisor, chair/director, appropriate dean of the department or program in which the teaching will occur, and the Vice President of Academic Affairs must approve this teaching responsibility and determine compensation.

The Director of Human Resources will approve the entire job description including the teaching responsibilities according to existing compensation and job approval policy and processes.

**Limits on Total Number of Courses**

In any circumstance, this policy prohibits a staff member from teaching more than two courses/sections (total six credits) per semester. For purposes of this policy, there are three semesters per year - fall, spring and summer. If a course is taught in an accelerated format, it will count as a course taken during the semester in which the accelerated course occurs. A supervisor or Vice President can restrict the teaching to fewer courses/sections per term or per year based on the need for the staff member to meet his/her normal job duties.

**CHESTNUT HILL COLLEGE**

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| **Subject:** | **Confidentiality** | |
| **Policy:** | **2.25** | |
| **Effective:** | **August 2017**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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During the course of employment at Chestnut Hill College, employees may have access to confidential information for the purpose of performing their job responsibilities. Confidential information is defined as proprietary or non-public verbal, written and/or electronic information, including, but not limited to, email communication, belonging to the College.

Chestnut Hill College expects all employees to demonstrate professionalism, good judgment, and diligent care to avoid unauthorized or inadvertent disclosure of confidential information. Confidential information should be maintained by employees in a manner that ensures privacy and safety, and take all reasonable steps to protect confidential information from disclosure, including signing a Confidentiality Agreement. Employees should refrain from leaving confidential information contained in documents, or displayed on computer screens, in plain view.

It is customary to ask those who handle, or are privy to, sensitive institutional information to sign non-disclosure agreements, as there is some information that institutions of higher education do not disseminate to the broader public. For the good of the College and its employees, all employees are requested to sign the Confidentiality Agreement Form 5.5 and return to the Human Resources Office.

Confidential information related to College matters made known or learned during employment shall not be disclosed to any person who does not have a legal need to know. Disclosure of confidential information may violate the Family Educational Rights and Privacy Act of 1974 (FERPA), and result in disciplinary action up to and including separation of employment.

**CHESTNUT HILL COLLEGE**

**Subject:** **Grievance Policy and Procedures**

**Policy:** **2.26**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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**Introduction**

Staff members are expected to abide by the values of the College's Mission Statement and strive toward maintaining a campus environment where its diverse population can live and work in an atmosphere of acceptance, civility and mutual respect for the rights, duties and sensibilities of each individual.

It is generally recognized that, in any human group, complaints may originate because of misunderstandings, missed communications, perceived injustices, unanswered or incorrectly answered questions or minor problems that have been neglected. Effective communication techniques are the tools by which one builds good human relations and accomplishes the objectives of the institution.

Sometimes effective two-way communication is not possible in a time of conflict. These Grievance Procedures were developed with the hope that their accessibility and standard of fairness will encourage staff members to utilize them as an internal forum for the resolution of such conflicts. These Procedures allow both sides of a disagreement to be fairly considered, and permit disputes to be resolved in a timely and constructive manner. Each grievance is to be treated seriously and with an awareness that grievances must ultimately be solved by people rather than structures. Internal resolution of grievances is desired. Procedures described in this Policy provide a method for that internal resolution.

Chestnut Hill College supports the right of staff members at all of the College's locations, to obtain the review of actions taken that they consider unfair or as an impediment to the successful attainment of working at Chestnut Hill College.

Staff members of the College community at all levels have a fundamental responsibility to resolve internal disputes by taking appropriate, prompt and fair action. Individuals attempting to resolve disputes should seek appropriate assistance from their Supervisor or Manager, Department Head, Vice President, the Director of Human Resources or any other appropriate College resource.

Grievances are to be presented to the appropriate individual as indicated at each step described in this Policy and must contain information prescribed by this Policy. Only one Grievance Procedure may be

used for the same grievable issue. A grievance submitted under the formal procedure must be in writing. To the extent possible, strict confidentiality will be maintained regarding all matters relevant to grievances on a criterion of “need to know.”

The formal grievance process may generally be activated only after an effort has been made to resolve an issue through an informal process and when discussions between the parties to the disagreement have been exhausted and left unresolved. An exception to this is a grievance related to an alleged violation of an individual's civil rights. The desire to prevent or to anticipate or to register mere unhappiness over a particular decision or action does not, alone, justify a grievance.

Each Vice President will distribute the Grievance Policy and Procedures to all staff members in his or her area covered by this Policy and Procedures and will attempt to settle grievances using the informal process before a formal grievance may be filed.

The College retains the final decision in any matters pertaining to disciplinary action or termination of individuals.

The College reserves the right to restrict use of the Grievance Policy and Procedures in any circumstances where it appears the Grievance Policy and Procedures are being used to harass staff members.

**Applicability**

This Grievance Policy applies to all staff members of the College and to issues involving other staff members and/or third parties with contractual relationships with the College. These Grievance Procedures are not applicable to complaints that have other internal remedies in place. This Grievance Policy is not applicable to faculty members who are guided by a separate Grievance Policy in the Faculty Manual.

Staff members who voluntarily resign their employment with the College are able to exercise rights under this Policy during the two weeks immediately following their resignation. Staff members terminated for cause are not able to exercise rights under this Policy in order to be re-employed but otherwise have two calendar weeks immediately following termination to file a grievance.

This Policy is applicable to all grievances filed from the date of this Policy forward.

**Definitions**

**Burden of Proof**: A staff member of the College community who files a grievance has a burden of proving, by a preponderance of the evidence, that he or she has been wronged.

**Confidentiality:** Confidentiality means maintaining as confidential, to the extent possible, all matters related to a grievance on a criterion of need to know.

**Grievance:** A grievance is an allegation by an individual based on specific facts that there has been a misinterpretation, misapplication, discriminatory application, or violation of a College Policy or procedure. The intent of a grievance process is to resolve a dispute over significant issues not minor disagreements.

The following situations may be grieved: (1) unsafe or inappropriate work assignment; (2) unsafe working conditions; (3) Policy application; (4) a repeated pattern of harassment or other inappropriate behavior; and (5) legally prohibited unequal treatment including but not limited to discrimination or harassment on the basis of age, sex, race, religion, color, ethnic/national origin, disability, sexual orientation or veteran status.

These Grievance Procedures may be utilized to review the process and procedures of awarding promotions, classification and salary increases. However, the Grievance Policy cannot be used to question or challenge the academic judgment or decision-making related to these actions.

**Grievance Coordinator:** The Grievance Coordinator is the individual to whom a formal, written grievance must be submitted. The Grievance Coordinator for staff is the Director of Human Resources or designee.

The Grievance Coordinator is responsible for helping to coordinate the expeditious and fair resolution of problems raised by staff members. The role of the Grievance Coordinator is to assist the parties in seeking a satisfactory resolution of the issues and not to determine who is “right” or “wrong.” To that end, the Grievance Coordinator will remain neutral throughout the proceedings and will serve primarily as a facilitator. In appropriate circumstances, the Grievance Coordinator may also coordinate efforts within various College offices to resolve disputes in a prompt, flexible and responsive manner. The Grievance Coordinator also may be consulted during the informal process of trying to resolve a grievance.

If a grievance is lodged against a Grievance Coordinator then the Grievance Coordinator's Vice President will name an alternative person to serve as the Grievance Coordinator for that specific matter.

**Grievant:** The Grievant is the person lodging a grievance.

**Respondent:** The Respondent is the person against whom a grievance is lodged.

**Retaliation:** Retaliation is a material adverse action against an individual, because of his or her participation in any part of a grievance proceeding. Retaliation includes but is not limited to undesirable work assignments, low or no salary increases, poor evaluations, involuntary termination or denial of promotion.

**Staff:** Any full-time or part-time College employee other than faculty and temporary employees. Graduate assistants and student workers are considered staff for purposes of this Policy when serving

in an administrative capacity. Also included are Vice Presidents, Deans and other non-academic administrators.

**Terminated for Cause:** An involuntary termination of employment which includes but is not limited to reasons such as poor performance, excessive absenteeism, violation of a College Policy or policies, or illegal activity. The cause is not for reasons that may be deemed as arbitrary and capricious, but is one which a reasonable person will recognize as reason for a staff member no longer occupying his or her position with the College.

**Witness:** An individual identified by the Grievant, Respondent or a member of the Grievance Hearing Panel who can contribute to the substance of the grievance at hand. An individual identified as a witness or potential witness cannot be forced to testify and will not be coerced, intimidated or retaliated against for their testimony or refusal to testify.

**Confidentiality**

To the extent possible, strict confidentiality will be maintained by all parties regarding all matters relevant to grievances on a criterion of "need to know" with the following provisions. In the case of all grievances, the Grievant's and Respondent's management will be notified. If a grievance involves civil rights, the College's Diversity and Inclusion Officer and/or Director of Human Resources will immediately be notified. Members of the Grievance Hearing Panel, as described later in this Policy, shall not discuss the Grievance outside of the Hearing Panel meetings and shall not accept side conversations with persons who are not part of the formal hearing process.

**Non-retaliation**

All staff members have a right to file what they believe to be a legitimate grievance and to follow an informal and formal Grievance Procedure without fear of retaliation. The College will not tolerate retaliation against the Grievant, Respondent(s), Witnesses, Hearing Panel Members and Grievance Coordinator or against any other individuals formally involved as parties to the Grievance Procedure. Any attempt to retaliate against a person for raising an issue or participating in dispute resolution under this Policy is strictly prohibited. Any person who makes such an attempt will be subject to whatever disciplinary action the College concludes is appropriate, up to and including termination.

**Burden of Proof**

Any staff member who files a grievance has the burden of proving, by a preponderance of the evidence, that he or she has been wronged. If, at the conclusion of the Grievance Hearing, the Grievant fails to carry this burden, then the finding should be in the Respondent's favor.

**Timetables**

Time is usually one of the concerns of persons seeking to resolve differences. Sensitivity to the issue of time is also important in the successful use of the Grievance Procedure. While haste is to be avoided in

the discussion and resolution of problems, the danger of crippling the possibility of a meaningful resolution by delaying discussion or work on the issues involved is equally to be avoided. This procedure addresses the crucial issue of time – establishing a time limit for each step in the procedure. An extension may be granted if necessitated by time limitations resulting from the College calendar or other special circumstances.

If an extension is desired by one or both parties involved in the resolution of a grievance, the request should be made to the Grievance Coordinator. The Grievance Coordinator will consult with the appropriate Vice President(s) and the Assistant to the President for Administration and Special Projects and will convey the decision to the involved parties.

**Civil Rights Complaints**

A grievance involves the civil rights of an individual when age, sex, race, religion, color, ethnic/national origin, disability, sexual orientation or veteran status is the primary cause of the grievance. If the Grievant thinks that his or her civil rights are involved in a grievance, the College's Diversity and Inclusion Officer and/or the Director of Human Resources should be consulted prior to or at the same time of the initiation of the Grievance Procedure. Following that notification, grievances which involve civil rights may be submitted to the grievance process.

Under the law, persons having grievances concerning civil rights issues (discrimination on the basis of age, sex, race, religion, color, ethnic/national origin, disability, or veteran status) cannot be required to use internal procedures before filing a complaint with an agency external to the College. It must be noted, however, that both the administrators of the College and the external agencies recommend the use of internal processes before initiation of external resolution processes. Still, an individual has the right at any time to use procedures and agencies external to the College. Staff members have access to the following federal and state agencies:

- The Regional Office of the U.S. Department of Education, Office for Civil Rights, which investigates complaints of discrimination on the basis of age, sex , race, religion, color, ethnic/national origin, disability, or veteran status.
- The Department of Health, Education and Welfare which administers Title IX of the Education Amendment of 1972 prohibiting sex discrimination in education;
- The Wage and Hour Division of the Department of Labor which administers the Fair Labor Standards Act of 1938, among others;
- The Equal Employment Opportunity Commission (EEOC) which administers federal laws forbidding discrimination in employment because of age, sex, race, religion, color, ethnic/national origin, disability, or veteran status;
- The Pennsylvania Commission on Human Rights which enforces state anti-discrimination laws or similar agencies in the states where the College has a campus; or
- The Court System.

Time is always an important factor to these external agencies. If an employee wishes to consult an outside agency, the employee should be aware of the time limits imposed by that agency.

**Grievance Process**

The grievance must be brought to the attention of the appropriate individuals within the timelines specified in these Procedures or the grievance will not be considered. Informal discussions between the parties at all levels of the College should occur in good faith to attempt to resolve the dispute.

If the grievance is not satisfactorily resolved through informal means, the following points are important. The Grievant submits the written complaint to the appropriate Grievance Coordinator, within the timelines described in these Procedures, for consideration and further action, stating the nature of the grievance, the steps that have been taken, and the resolution expected. A Grievance Hearing Panel will be convened to determine whether the issue qualifies as a grievance as defined by this Policy and, if so, to hear the grievance and make recommendations on the action, if any, to be taken.

**Grievance Hearing Panel**

The Grievance Hearing Panel is comprised of six members of the College community, appointed by the respective Grievance Coordinator. If a grievance involves members of two constituencies, both staff and faculty, the Grievance Hearing Panel will have representation from both constituencies. Students may only serve on a Grievance Hearing Panel if one of the involved parties is a student or a student worker. Many members of the College have dual constituency status such as a staff member enrolled in academic coursework as a student and student employees. For purposes of this Policy, the constituency in which the Grievant is affected will be recognized.

The Grievance Hearing Panel will review documentation related to the grievance, and take testimony from the Grievant, Respondent, and witnesses presented by both parties. Based on the evidence presented, the Panel will reach a determination with respect to the issue(s) presented. The Grievance Hearing Panel's determination and recommendations, based on a simple majority vote, will be forwarded to the appropriate Grievance Coordinator who will transmit them to the appropriate Vice President(s) of the College and the Assistant to the President for Administration and Special Projects.

The decision of the Vice President(s) is final at the institutional level.

**Extended Campus Locations**

Because of the complexities associated with the College's extended campus locations, the process for grievances involving individuals outside of the primary Philadelphia location may be conducted by telephone, teleconferencing, or by engaging a single third party neutral to hear the Grievance. The Campus Director shall consult with the appropriate Grievance Coordinator to develop a process that is appropriate for the particular local campus environment. Use of a neutral must be agreed upon by the involved parties. The neutral's recommendations may not subsequently be grieved. The neutral's

recommendations will be forwarded to the Grievance Coordinator who will transmit them to the appropriate Vice President(s) and the Assistant to the President for Administration and Special Projects.

**PROCEDURES**

**Informal**

Most issues and concerns can be resolved by open communications and through an informal process. Individuals are encouraged to achieve by informal means what they regard as a fair and reasonable resolution of their complaint. Before filing a formal written grievance, the Grievant must first make a good faith effort to confer with the party against whom he or she has a grievance in an effort to resolve the matter informally. This informal Grievance Procedure is described in steps one through three below.

In instances where the Grievant feels uncomfortable speaking to the Respondent, an immediate supervisor, or department head, or has any reservations about initiating the initial contact within the Grievant's department, the Grievant should contact the appropriate Grievance Coordinator. If the grievance is against the Grievance Coordinator then the Grievance Coordinator's Vice President should be contacted and he or she will appoint another individual to serve as a Grievance Coordinator for that matter. The Grievance Coordinator will discuss the matter with the Grievant, become familiar with the complaint, and then advise the Grievant as to what options are available for resolving the problem.

The Grievance Coordinator may ask the Grievant to meet with the Grievant's immediate or second level supervisor, the Vice President of the Grievant's organization in order to give those individuals an opportunity to resolve the matter. The Grievance Coordinator may meet with the parties together or separately to discuss the problem and may involve other persons in these discussions as appropriate. The Grievance Coordinator may serve as a resource or a facilitator during the informal process.

**Step One: Initial Discussion**

Before filing a formal written grievance, the Grievant must first make a good faith effort to meet and confer with the party against whom he or she has a grievance. The Grievant should normally initiate this informal process within 20 working days of the most recent incident or action leading to the grievance. This meeting should represent an effort to achieve by informal means what the Grievant regards as fair and reasonable resolution to the complaint.

The Grievant, either personally or through his or her Grievance Coordinator, has the obligation to adequately and fully inform the Respondent of the problem and what would be considered a satisfactory solution. The Respondent, in turn, has the obligation to consider the matter seriously and to answer issues as promptly as possible, yet not with undeliberated haste. Both parties have the obligation to act in good faith.

If the issue is not resolved, then the Grievant should proceed to Step Two of the informal process.

**Step Two: Meeting with Supervisor**

If the Grievance is not resolved in Step One then the Grievant should contact his or her immediate supervisor or Grievance Coordinator to discuss the grievance. The Grievant must clearly inform the supervisor or other member of management that he or she is pursuing a grievance under this Policy. This step should normally be undertaken within five (5) working days of meeting with the Respondent. If the Grievance involves the supervisor then the Grievant should contact the next level of supervision. The department head, Vice President, and/or the appropriate Grievance Coordinator may also be consulted during this step. A meeting to discuss the Grievance should normally occur within five (5) working days of the Grievant's notification of the grievance to his or her supervisor, manager, or Grievance Coordinator.

If the Grievance is resolved in this meeting then the Grievant's supervisor or department head should prepare a document summarizing the issue and its resolution and give a copy to the involved parties. If the Grievance is not resolved, then the Grievant is encouraged to use Step Three of the informal process.

**Step Three: Mediation**

If the matter has not been resolved to the Grievant's satisfaction in Step Two of the informal process, then the Grievant should contact the appropriate Grievance Coordinator to request a Mediation Meeting with the Grievance Coordinator and the Respondent's Vice President. The purpose of this meeting is to discuss the grievance and, if possible, reach a solution that is acceptable to all parties. The Grievance Coordinator will participate in this meeting and will function as the mediator to facilitate discussion and assist in resolving differences between the parties.

The Grievant's request should generally be made within five (5) working days of the conclusion of Step Two of this procedure. This meeting should generally occur within five (5) working days from the date the Grievant requests the meeting.

The Grievant should be prepared to fully explain the issue, the steps that have been taken and the resolution that is desired. If resolution is reached from this meeting, the Grievance Coordinator should document the meeting and the resolution, and obtain signatures of all involved parties. Copies of the signed documentation will be given to all involved parties, the Assistant to the President for Administration and Special Projects and to the appropriate department head(s) or Vice President(s) for implementation.

If resolution is not reached, the Grievant may proceed with the Formal Procedure.

**Formal Grievance Procedure**

In the event the Grievance is not resolved through informal discussions and mediation then the Grievant may choose to pursue the Formal Grievance Procedure as described below. Prior to invoking

the Formal Procedure the Grievant must demonstrate that he or she has exhausted all Informal actions and is still not satisfied with the resolution of the issue.

**Step One: Written Request for Grievance Hearing**

A written Request for a Grievance Hearing should generally be completed and submitted to the appropriate Grievance Coordinator no sooner than five (5) and no more than 10 working days of the conclusion of the informal process. The Grievance Coordinator will notify the Respondent and will give the Respondent a copy of the written grievance. The Grievant is required to prepare a written Request for Grievance Hearing to ensure that any subsequent Grievance Hearing will address the specific issues that most concern the Grievant. The guidelines set forth below are designed to ensure that the written Request for a Grievance Hearing clearly identifies those issues. The written request, when made, must include the following information:

- the date the Written Grievance is submitted to the Grievance Coordinator;
- the Grievant's name and job title ;
- the department or school in which the Grievant is employed or enrolled;
- the specific nature of the problem or complaint including the name of the respondent(s), all facts related to the complaint, and all documentation related to the complaint;
- a written summary of the steps undertaken in the informal process and copies of any documents produced as a result of that informal process including documents produced by the Grievant as well as any responses from the Respondent, supervisor, department head, or others;
- a list of not more than five (5) witnesses and their contact information for any witnesses the Grievant plans to produce at the hearing; the Grievant may submit additional names which the Hearing Panel may wish to call as witnesses on its own accord;
- the specific reason(s) the grievant disagrees with responses obtained through the informal process; and
- the Grievant's suggestion for proper resolution of the matter.

**Step Two: The Grievance Hearing Panel**

**Appointment of the Grievance Hearing Panel**

The Grievance Coordinator, upon receipt of a Written Request for a Grievance Hearing, will immediately notify the Assistant to the President for Administration and Special Projects that a Grievance has been filed and will give him or her a copy of the written Grievance. The Grievance Coordinator will randomly select seven members to serve as prospective members of the Grievance Hearing Panel. This will normally be done within five (5) working days of receipt of the written Grievance. At least three of the individuals selected will be of the same constituency as the Grievant and at least three will be of the same constituency as the Respondent. The seventh individual will be randomly selected from the remaining members of the Dispute Resolution Committee.

The Grievance Coordinator will present the Grievant and Respondent with the list of the seven selected individuals. Both the Grievant and Respondent will be given the opportunity to identify whether a conflict of interest or potential conflict of interest exists with any of the names of potential panel members. If such a conflict or perceived conflict exists, the Grievance Coordinator will strike the name(s) from the list of potential Panel members and randomly select a replacement so that there will be seven potential Panel members. Both the Grievant and the Respondent will then be asked to strike one name from the list within two working days from receipt of the final list. They will notify the Grievance Coordinator of the names that are stricken. The remaining five (5) individuals will be notified by the Grievance Coordinator that they have been selected to serve on a Grievance Hearing Panel.

**Purpose of the Grievance Hearing Panel**

The Grievance Hearing Panel has two charges. The first is to determine whether the Grievant's complaint is a grievable issue under this Policy. If the Hearing Panel determines that the issue is grievable under this Policy then its second objective is to hear the grievance and all related testimony and render a decision on the issue.

**Step Three: Initial Meeting of the Grievance Hearing Panel**

The Initial Meeting of the Grievance Hearing Panel is a closed meeting, for Panel members only. This meeting will generally take place within 10 working days of appointment of the Panel members. During the meeting, the members will elect, by a simple majority vote, a Chair of the Panel. The Panel will then determine whether the issue(s) presented by the Grievant are grievable under this Policy, including whether the grievance is valid or is a frivolous complaint.

At least five (5) working days prior to the Initial Meeting of the Panel the Grievance Coordinator will provide members of the Panel with a copy of the Grievant's written complaint, and any other documents that are part of the grievance. Members of the Grievance Hearing Panel may ask the Grievance Coordinator to obtain additional documents that it believes to have relevance to the meeting.

The Panel's decision will be based on a simple majority vote of its members. If the issue is determined not to be grievable under this Policy, then the Chair will prepare a report of the Panel's findings and rationale and forward it to the appropriate Grievance Coordinator and the Assistant to the President for Administration and Special Projects. The report will generally be issued within five (5) working days of the Initial Meeting. The Grievance Coordinator will then forward the report to both parties and to the appropriate management personnel.

If the members determine the issue is grievable then a separate meeting will be held by the Grievance Hearing Panel for the purpose of hearing the grievance.

**Appeal of the Grievance Hearing Panel Decision**

If the Grievance Hearing Panel determines that the issue is not grievable under this Policy then the Grievant may appeal this decision to the College's Vice Presidents meeting as a Council of Vice Presidents. The appeal must be made within 10 working days of the date of the decision of the Grievance Hearing Panel. The Council of Vice Presidents will notify the Grievance Coordinator of its decision within 10 working days of its receipt of the appeal. The Grievance Coordinator will notify the Grievant and Respondent of the decision. The decision of the Council of Vice Presidents is final.

**Step Four: The Grievance Hearing**

The scope of the Grievance Hearing is limited to the issue(s) identified in the Written Request for a Grievance Hearing.

The Chair of the Panel will schedule a date for the Grievance Hearing. The Grievance Hearing will generally be held within 10 working days from the date the Hearing Panel issues its decision from the Initial Meeting. The Chair of the Hearing Panel will notify the Grievance Coordinator of the date of the Hearing and the Grievance Coordinator will notify all of the involved parties and witnesses. This notification will generally be made at least seven working days prior to the date of the Hearing.

The Grievant and Respondent will be asked to submit to the Grievance Coordinator a list of no more than five (5) witnesses each to speak on their behalf during the Grievance Hearing Panel meeting. This list must be given to the Grievance Coordinator at least five (5) working days prior to the Hearing date. Generally, only witnesses whose names appear on this list will be permitted to participate in the Hearing. If extenuating circumstances exist, the Grievance Hearing Panel can elect to hear testimony from additional witnesses the Panel believes have pertinent information to provide. Members of the Grievance Hearing Panel may ask the Grievance Coordinator to obtain additional documents that it believes to have relevance to the Hearing. All documents and witness lists must be provided at least five (5) working days prior to the date of Hearing.

Both the Grievant and Respondent may be accompanied at the hearing by a support person (e.g., student, parent, faculty member, staff member, associate); however this person may not participate in the hearing or speak on his or her behalf. Potential witnesses, other than the Grievant and Respondent(s), must remain outside of the hearing room other than when they are required to testify.

Prior to the hearing the Grievance Hearing Panel will establish an appropriate schedule for the proceedings. A typical schedule follows. Once the Hearing is begun, the Grievant will present an opening statement. The Panel may then question the Grievant. The Respondent will then present an opening statement. If there is more than one Respondent each may make an opening statement. After the opening statement of each Respondent, the Panel may question the Respondent(s).

After opening statements and questions have been completed, the Grievant may question each of the Grievant's witnesses. Following the Grievant's questioning, the Respondent may question each witness. The Panel may then question each witness.

After the Grievant has called all of the Grievant's witnesses, each Respondent will have a chance to call his or her witnesses and ask questions of each witness. The Grievant may then question the Respondent's witnesses. Following questioning by the Grievant, the Panel may question each witness.

The Panel may consider the written statement, made under oath, of a witness who cannot appear when the party seeking to use the statement has provided it to the Chair of the Panel at least five (5) working days in advance of the Hearing date. A copy of this statement shall immediately be given to the other party. The other party will have the opportunity to respond in writing or verbally during the Grievance Hearing. If the reply is made in writing then the Chair of the Grievance Hearing Panel will distribute a copy of the reply to the opposing party and to all members of the Grievance Hearing Panel.

After each side has called all of its witnesses, the Grievant and Respondent(s) may each make a closing statement. The Chair will then briefly review the issue(s) for determination, then all parties except Panel members will be excused.

Members of the Panel will then meet, in private, to evaluate information presented. If during its deliberations the panel determines that additional information and/or witnesses should be considered it may reconvene the hearing at an appropriate time to do so. The Grievant has the burden of proving by a preponderance of the evidence that he or she has been wronged. The Hearing Panel's determination will be based upon a vote of a simple majority of the Panel.

**Report of the Hearing Panel**

The Chair of the Grievance Hearing Panel or designee shall prepare a written report summarizing the Panel's findings. The report shall contain the Panel's conclusion on each issue identified in the written complaint as well as the Panel's recommendations for corrective action, if any. The report shall be signed by members of the Panel who agree with it. Members of the Panel who disagree with the majority's findings, conclusions or recommendations may prepare, as an addendum to the report, any contrary opinions and recommendations. This addendum to the report will be signed by members of the Panel who agree with it. The report and addenda will generally be given to the appropriate Grievance Coordinator within five (5) working days of the conclusion of the hearing. The Grievance Coordinator will then transmit the report and any other relevant information to the Grievant's Vice President, the Respondent's Vice President, and the Assistant to the President for Administration and Special Projects.

**Decision of the Vice President(s)**

Any Vice President of the College, as an officer of the College, is authorized by the Board of Directors to exercise such supervision and direction as will promote the efficient and effective operation of the College. The appropriate Vice President(s) will use the report of the Grievance Hearing Panel to reach a decision that best promotes these goals. The Vice Presidents' decision will be communicated, in writing, to all involved parties.

The Vice President(s) normally will furnish a decision to the parties within 10 working days after receiving the report of the Grievance Hearing Panel. If the Vice Presidents' review of a case requires longer than 10 working days, the Vice President(s) will notify the parties of the delay. The Vice Presidents' decision will be made in writing and submitted to the Grievance Coordinator who will notify the Assistant to the President for Administration and Special Projects, the Grievant, Respondent(s), members of the Hearing Panel and appropriate members of management of the decision. The Vice Presidents' decision following the Grievance Hearing Panel is final at the institutional level.

**Conclusion**

Finally, the College reiterates the positive nature of the Grievance Procedures. These Procedures provide structure that should smooth and speed the resolution of College-related grievances and thus affirm the College's desire to treat each employee fairly. The publication of this Policy and procedure should guarantee access to the necessary information for the internal resolution of College-related grievances at Chestnut Hill College.

**CHESTNUT HILL COLLEGE**

**Subject:** **Nepotism**

**Policy:** **2.27**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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**PURPOSE:**

The purpose of this policy is to avoid favoritism, the appearance of or potential for favoritism, and conflicts of interest and loyalty often associated with nepotism. Nepotism is inconsistent with the College's longstanding policy of making employment decisions and other business decisions based solely on College needs and individual qualifications, skills, ability and performance.

**POLICY:**

No College employee or any volunteer may make, participate in, or attempt to influence employment or other business decisions involving a relative and/or friend or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives and/or friends, and all employment decisions must be made by others. If an individual is to be assigned to a position that is under the supervision or control of a relative and/or friend who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative and/or friend, a management plan must be devised and approved by the department Vice President and the Director of Human Resources.

A management plan is also required when an individual already assigned to a position becomes a relative and/or friend of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision, and evaluation that will assure that there will be no decision making based upon relationships between relatives and/or friends in promotion, compensation, hours, or other conditions of employment or in any approvals required for the expenditure of College funds or the use of College resources.

The plan should address the management of the approval and review process to preclude any potential appearance of nepotism, conflict of interest, or conflict of commitment. To ensure continuity and appropriateness, a departmental review of the approved management plan should take place in the event of any change in reporting relationships, and on an annual basis.

**ANNUAL DISCLOSURE FORM**

All employees must complete the Annual Nepotism Policy Disclosure and Certification Form 5.6. The supervisor should review the disclosure form with the employee and confirm no potential for conflict of interest exists.

**MEMBERS OF AN AUDIT TEAM**

No relative and/or friend of any College faculty member, staff, any other employee or volunteer may serve on any audit team (either Internal Audit or external auditors) which provides auditing services to the College.

**DEFINITIONS**

*Nepotism:* favoritism in the workplace based on kinship and/or friendship, which ordinarily consists of making employment or other business decisions based on a family or friendship relationship.

*Employment decisions*: the full spectrum of employment or volunteer related actions, including but not limited to decisions related to hiring, supervision, direction of work, promotion, compensation, work/volunteer hours, performance evaluation, termination and all other terms and conditions of employment or volunteer related actions.

*Business decisions*: decisions related to the full spectrum of College commercial activities (e.g., buying, hiring, selling, contracting, licensing, leasing) or otherwise involving the expenditure of College funds or the use of College resources.

*Relative:* the spouse, domestic partner, anyone in a romantic relationship and, whether by blood, adoption, marriage or domestic partnership, the child, parent, grandparent, sibling, grandchild, aunt or uncle, niece or nephew, or any person residing in the immediate household (or the household of the spouse or domestic partner of any of these relatives) of the College employee, or his or her spouse or domestic partner, or person in a romantic relationship.

**GUIDELINES:**

1. This policy does not prohibit (but does not encourage) the College from simultaneously employing relatives and/or friends or engaging in commercial activities with the relatives and/or friends of employees. For example, relatives and/or friends are permitted to work in the same College department so long as the relatives and/or friends comply with the requirements outlined above (e.g., there is no direct reporting or supervisory relationship between the relatives and/or friends and all employment decisions are made by others).
2. This policy is in addition to the College's Conflict of Interest Policy 2.28. If a College employee's relative and/or friend is also employed by the College, volunteers at the College, or engages in

commercial activities with the College, the relationship should be disclosed in the Annual Conflict of Interest Disclosure Form 5.7.

3. Employees and volunteers must self-report in writing to the head of their department before they make, participate in, or attempt to influence (or cause others to make, participate in, or attempt to influence) decisions covered by this policy. If the relationship involves the administrator of a department (e.g., a Director), the report must be made in writing to the next most senior administrator to whom the employee is accountable.

4. This policy applies to instances of nepotism that existed before the enactment of this policy. Any existing relationships or situations must be disclosed immediately, evaluated, and managed as provided in this policy.

5. Legitimate issues may arise and thus must be disclosed and managed under this policy with regard to: (i) relatives who do not fit the definition of relative provided above; or (ii) situations where the employee or volunteer is directly or indirectly involved in the College's engagement or potential engagement (e.g., as a contractor) of a relative and/or friend.

6. The fundamental goal of the management plan is to mitigate actual and perceived favoritism and conflicts of interest and loyalty by establishing appropriate processes for employment decisions or volunteer related actions. Depending on the employment classification (e.g., staff or faculty) of the individual with whom the employee or volunteer has a relationship, a management plan should be devised by, as appropriate, the Director of Human Resources and must be approved by the department Vice President. At a minimum, management plans must: (i) address reporting relationships, supervision, and evaluation in a way that will assure that there will be no participation in employment decisions or volunteer related actions as prohibited by this policy and (ii) establish a review and approval process for expenditures to sufficiently mitigate or preclude favoritism or the appearance of favoritism. To ensure continuity and appropriateness, periodic review and, as needed, revision of the approved management plan should occur at least annually and also whenever there is a relevant change in reporting relationships. If the relationship involves the administrator of the department, the management plan must be reviewed and approved by the Director of Human Resources.

7. Concerns or complaints about possible violations of this policy should be submitted to Director of Human Resources. All such complaints will be treated as confidentially as feasible and will be addressed by the Director of Human Resources.

8. Violations of this policy may result in discipline up to and including termination of employment.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Conflict of Interest and Conflict of Commitment: Understanding Your Obligations Guidance Policy** |
| **Policy:** | **2.28** |
| **Effective:** | **March 1, 2019** |
| | **Contact: Chief of Staff** |

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Chestnut Hill College staff has a broad range of expertise, talents, interests and knowledge, and many engage in various professional and/or other outside activities, including sitting on boards of various organizations.

As you complete your disclosure forms, this document is intended to provide guidance to:

- discern situations that might interfere with your obligation to avoid activities and/or situations which may result in a conflict of interest or conflict of commitment with your College duties
- make decisions objectively and ethically across a wide range of financial and non–financial activities
- clarify the College's expectations about disclosure of such situations and activities

**Recognizing a Conflict of Commitment**

A conflict of commitment or an appearance of conflict of commitment occurs when the commitment to external activities of a staff member adversely impacts, or appears to impact, his or her capacity to meet College responsibilities. This form of conflict is typically recognizable through a perceptible reduction of the individual's time, focus, and/or energy devoted to College activities.

**Recognizing a Conflict of Interest**

A conflict of interest or an appearance of conflict of interest exists when an individual has an external professional or personal interest that affects, or provides an incentive to affect, the individual's conduct of his or her College activities.

Conflicts of interest and/or commitment can arise naturally from an individual's engagement with the world outside the College, and the mere existence of a conflict does not necessarily imply wrong-doing on anyone's part. When conflicts of interest and/or commitment do arise, however, they must be recognized, disclosed, and either properly managed or eliminated.

**Professional Activities and Consulting Days**

When consulting with outside organizations, Chestnut Hill College employees should discern which situations qualify for paid consulting leave and which do not. Additionally, employees should be careful to identify consulting arrangements where there is a risk for conflict of interest and/or commitment. In all cases, individuals should discuss the situation with and receive permission from their supervisor.

Professional activities that generally are related to one's College position typically do not present a conflict of interest and do not require the use of consulting leave. These activities are considered part of the individual's job, carried out during normal working hours with full use of College resources. Examples include participation in work-related conferences, seminars, advisory panels, etc., as well as service as a trustee, director, or advisor of an external organization at the request of Chestnut Hill College.

Individuals who need time off to participate in professional activities that are not considered to be part of one's job, including volunteering and outside business or professional interests, may use vacation or personal leave time.

**Serving on Advisory or Other Boards of Various Organizations**

Chestnut Hill College employees may be invited to serve on advisory or other boards of organizations as a direct result of their positions. Employees may serve on these boards and also may receive remuneration or reimbursement for related travel or other expenses provided they have disclosed the relationship to their supervisors and obtained prior approval.

Upfront discussions and approval between employees and their supervisors are the best means to avoid conflicts of interest. Also, employees and their supervisors should address who will be responsible for paying the costs associated with serving on the boards. In approving whether employees can participate, receive remuneration, and/or be reimbursed for expenses, supervisors should consider whether (1) board relationships provide a direct or indirect benefit to the employees in their current positions or to the College; (2) the work of the boards is consistent with the image of Chestnut Hill College, the current or potential relationship between the entity and the College; and (3) the cost of trips appears or may appear lavish, which should be avoided.

**Examples of Conflict of Interest and Conflict of Commitment**

The following examples illustrate situations where real or perceived conflicts of interest or commitment might occur and are intended to stimulate thinking about a variety of activities. Individuals should err on the side of disclosure when uncertain about whether the activity presents a real or perceived conflict of interest or commitment. Managers and employees should discuss the specific activities to make that determination. The Director of Human Resources is also available for consultation.

**Policy 2.27 Nepotism or Personal Relationships in the Workplace:**

- A supervisor is considering hiring her daughter for a summer job in the department.
- A supervisor would like to transfer a close family friend from another department into a position which reports to her.
- An employee who oversees his department's website asks his manager if he can hire his nephew to design a new homepage.
- A manager owns an outside business. He wants to hire an employee from his company to work in a job that reports to him at Chestnut Hill College.

**Policy 2.22 Use of College Resources:**

- An employee has a College cell phone and wants to know if he can utilize it for his personal calls, which might incur additional monthly charges.
- An employee is inquiring if she can take lumber and carpentry supplies left over from a College project for personal use.
- An event coordinator is responsible for budgeting and ordering catering service for various events that the department regularly holds. She wants to be able to take all leftover food and beverages home for her own consumption. Others in the department would not have an opportunity to consume or share the leftovers.

**Policy 4.9 Gifts and Gratuities:**

- As a "thank you gesture" to a staff member who purchases supplies, a vendor sends the staff member four tickets to a golf outing at a local country club.
- A staff member provided some outstanding work for another department. The department was very pleased with the quality of the work and would like to thank the staff member by sending him a $100 gift certificate to a theater.
- A group of individuals work with an external consulting firm. As a "thank you" the firm invites the group to a local spa for a "special" day, which includes a catered lunch and gift basket for each person.

**CHESTNUT HILL COLLEGE**

**Subject:** **Conflict of Interest**

**Policy:** **2.29**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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A potential or actual conflict of interest exists when an employee's commitments or obligations to the College may be compromised by his/her other interests or commitments, and in particular, economic interests, especially if those interests or commitments are not disclosed. Although not all conflicting interests are impermissible, those involving the employee's self-gain or gain by a third party to whom the employee is related may serve to compromise the employee's primary obligation to the College.

No employee shall, for personal gain or for the gain of others, use any information not available to the public that was obtained because of service to the College (e.g., selling or divulging College phone records, etc. to outside parties).

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of employment or any other thing of monetary value that might influence or appear to influence the judgment or conduct of the employee regarding College business or policy. Employees may accept occasional unsolicited gifts or favors (e.g., business lunches, Christmas baskets, etc.) provided the gifts or favors have a cumulative market value of under $250, are customary in the industry, and will not influence or appear to influence the judgment or conduct of the employee. The restrictions in this paragraph regarding a specific gift or favor, may be waived, in writing, by the Vice President of Financial Affairs and General Counsel. Such an exemption must be in writing with a statement of the pertinent reasons for exemption.

Full and timely disclosure of potential or actual conflicts of interest will sensitize the entire College community to these issues and will promote resolution of actual conflicts. Each employee is expected to discuss with his/her supervisor any affiliation, interest or other matter that presents a real, apparent or potential conflict of interest.

**Employee Conflict of Interest Policy Disclosure**

Each employee shall annually disclose any affiliation with any outside organization that may lead to the appearance of an actual conflict of interest. Such an affiliation would ordinarily include (a) the holding of the position of officer, director, trustee, partner, employee or regularly retained agent of such organization or, (b) the expected receipt in the current or a future year of remuneration for services from such organization in excess of $500. For example, any employee who, in the course of their duties for the College, has control over or affects any decision to engage in a business transaction with such

an affiliated outside organization, must disclose his/her relationship to this organization by a close relative (e.g., spouse, child, sibling, parent or parent-in-law) and should also provide disclosure prior to the transaction.

**Conflict of Interest Policy for Reporting Procedures**

On an annual basis, this policy will be reviewed with the College community as a basis for reaffirming the commitment of the College to the standards of conduct expected of all members in the performance of their duties.

At the beginning of each calendar year, the Vice Presidents will prepare a list of every administrator, faculty, staff or student who falls within the scope of this policy. The list must include all employees who, on a regular basis, have both the authority and responsibility to commit the College to contractual relationships, or commit or encumber the funds of the College, whether general operating, restricted or designated in nature. At a minimum, the list will include all employees who hold the title and/or responsibility accorded to the director level positions and above and any others specifically designated by the President or Vice Presidents of the College.

Annually, all employees who have been identified will receive a directive from their Vice President or their designee to complete an Annual Conflict of Interest Disclosure Form 5.7. Each individual selected to complete the form will be required to complete and sign the disclosure statement, identifying any potential or existing conflicts of interest or attesting to the fact that there were no areas of potential or existing conflicts of interest. The Annual Conflict of Interest Disclosure Form will be returned to the respective Vice Presidents for their initial review. All disclosure statements will be forwarded to the President's designee who will tabulate the response and comments; initiate any required follow up and provide a detailed report to the President and the Audit Committee of the Board of Directors.

All individuals listed will be responsible for providing notification to the appropriate Vice President of any instances of conflict of interest that may occur in the interim period between the dates of regular reporting. Each individual is also responsible for reporting potential or existing conflicts involving other personnel subject to this policy of which the individual may become aware. Failure to disclose any potential or existing conflict of interests will result in disciplinary action.

The above policies and perhaps other policies involving specializations may require separate and unique reporting of conflicts of interests and must also be followed.

**Job-Relation Information**

No employee shall, for personal gain or for the gain of others, use any information not available to the public that was obtained as a result of service to the College (e.g., selling or divulging College phone-books, etc. to outside parties).

# SECTION 3:

# COMPENSATION

**CHESTNUT HILL COLLEGE**

**Subject:** **Vacation Leave**

**Policy:** **3.0**

**Effective:** **December 6, 2004** **Contact: Chief of Staff**
**Reviewed August 2018**

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**Purpose**

Vacation leave is provided to allow staff members time off from work with pay for rest and personal convenience.

**Eligibility**

Full-time staff members are entitled to take vacation leave with pay according to the attached schedule. Part-time staff are entitled to vacation leave according to the number of hours regularly worked each week.

**Earning Vacation**

Staff members are granted an allotment of vacation days each fiscal year on July 1st of each year, based on their job classification and length of service. A schedule defining the specific allotments for each category is shown below**.**

**Using Vacation**

Staff members are expected to use their allotted vacation days during the fiscal year in which they are provided. Unused vacation will be forfeited if not used by June 30th of each fiscal year.

Non-exempt staff members may take in half (1/2) day or full day increments only.

Exempt staff members may take vacation in full day increments only, in compliance with the Fair Labor Standards Act.

**Newly Hired Staff Members**

Newly hired staff members will be granted provision to take vacation leave during the fiscal year they are employed. The allowance provided will be based on a schedule proportionate to their annual allowance and will be computed as follows:

| Month of Employment | Proportionate Allowance |
|---|---|
| July | 11 twelfths |
| August | 10 twelfths |
| September | 9 twelfths |
| October | 8 twelfths |
| November | 7 twelfths |
| December | 6 twelfths |
| January | 5 twelfths |
| February | 4 twelfths |
| March | 3 twelfths |
| April – June | None |

A break in service, which is not an approved leave, shall require that the staff member so re-employed shall, for the purposes of computing annual vacation allowance, be treated as a new staff member.

Newly hired staff members must be employed for a period of three months to be eligible to take vacation leave.

All staff members including newly hired staff members are granted a full annual allowance on July 1st of each fiscal year, to be taken during that academic year.

Any vacation not used before June 30th of each year will be forfeited and may not be carried over to the new fiscal period.

**Termination of Employment**

Pay will not be provided in lieu of annual vacation leave, except in the case of separation. Upon termination of employment, vacation time earned but not yet used will be paid to the staff member with their final paycheck.

Vacation earned will be computed based on the number of full months employed from July 1st of each year to the date of termination.

Any vacation taken which is in excess of the amount earned for that year must be repaid at the time of termination.

**Requesting Vacation Leave**

Staff members should submit a Leave Request Form 5.19 for approval by their supervisor as far in advance as possible. Supervisors must make every effort to ensure that staff members have ample opportunity to take vacation leave, and that they have a reasonable opportunity to take it when they desire.

Supervisors have the responsibility of ensuring that their office/department is able to continue to serve the College community and may restrict vacation during certain critical periods of heavy usage or demand on their particular office/department. This includes the periods before or after the start of a session/semester or other similar times. Supervisors should identify these periods to their staff members in advance.

In particular, no vacation leave will be permitted during the two weeks prior to the first day of fall classes through one week after the beginning of classes for any full-time staff member who provides service or support to students or whose position impacts activities related to the start of the academic year.

Fridays during the summer, from Memorial Day weekend to two weeks before the opening of the fall semester, and other times of reduced or adjusted schedule, will be considered a full day (eight (8) hours) and will be charged accordingly for purposes of computing vacation consumption.

**SCHEDULE OF ANNUAL VACATION LEAVE**

| Staff Classification | Years of Service | Days Granted Per Year |
|---|---|---|
| **Exempt Employees** | | |
| Administration[1] | 0+ | 20 days |
| Other Exempt Staff members | up to 3<br>3+ | 15 days<br>20 days |
| | | |
| **Non Exempt staff members hired on or before February 29, 2004** | up to 2<br>2 to 7<br>8+ | 10 days<br>15 days<br>20 days |
| | | |
| **Non Exempt staff members hired after February 29, 2004** | up to 3<br>3 to 8<br>9+ | 10 days<br>15 days<br>20 days |

All part-time staff members, and those working a regular schedule of less than 40 hours weekly, will be granted vacation allowance proportionate to their regular schedule of weekly hours divided by 40.

[1] Employees with the title of President, Vice President, Dean, Assistant Dean, Associate Dean and Assistant to the President are considered "administration."

**CHESTNUT HILL COLLEGE**

**Subject:** **Sick Leave**

**Policy:** **3.1**

**Effective:** **December 6, 2004** **Contact: Chief of Staff**
**Reviewed August 2018**

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Sick leave is designed to provide some compensation to staff members for lost work time during periods of illness. Sick leave may also be used by a staff member to care for an ill family member. Accrued sick leave benefits can be used only for time lost when the staff member is not eligible to receive other forms of compensation from the College or elsewhere, such as Worker's Compensation.

Absences due to illness should be phoned in each day to the staff member's supervisor. At any time, the College may require a statement from a doctor regarding the nature of the illness and anticipated time loss. When a staff member is unable to report to work as scheduled because of illness, he/she should notify his/her immediate supervisor or department head as soon as possible but no later than the time one would normally report for work or within an hour of that time in cases of emergency.

Improper use of sick leave and/or failure to notify his/her supervisor in a timely manner are causes for dismissal.

Medical and dental appointments should be scheduled outside of regular working hours. If this is impossible, a staff member should check with his/her supervisor in advance of making an appointment. Staff members should use Personal Leave rather than Sick Leave for absences due to routine medical or dental appointments.

***Short-Term Sick Leave***

All full-time staff members are entitled to 10 days of paid sick leave annually. Short-term sick leave is accrued at a rate of five (5) days per semi-annual period. Accruals occur on January 1 and July 1. Sick leave left on December 31 may be carried through to June 30, along with the January 1 accrual. Staff members hired within an accrual period will be credited sick leave on the next occurring accrual date.

Part-time staff members are entitled to five (5) days of paid sick leave annually. Short-term sick leave is accrued at a rate of 2.5 days semi-annually. Accruals occur as described above.

Exempt staff members may take sick leave in full day increments only in compliance with the Fair Labor Standards Act.

If a staff member has unused sick leave on June 30, these days will be converted into Long-Term Sick Leave on a 2-for-1 basis.

Pay will not be provided in lieu of unused short-term sick leave at any time, nor will pay be provided for unused short-term sick leave at employment separation. Unused short-term sick leave may be donated to another staff member. See the Leave Donation Policy 3.21

***Long-Term Sick Leave***

Short-term sick leave days that are earned, but unused at June 30, are transferred on a 2-for-1 basis to the staff member's long-term sick leave bank. Maximum long-term sick leave bank is 30 days for full-time staff members and 15 days for part-time staff members.

Long-term sick leave is to be used only in the event of an illness (disability) that exceeds two weeks. Requests for use of long-term sick leave must be made in writing and submitted to the Human Resources Office. Use of long-term sick leave can be approved only by the President.

Any use of long-term sick leave is considered leave under the Family & Medical Leave Policy. The College requires reports from a physician to verify reason for and necessity of long-term sick leave.

Pay will not be provided in lieu of unused long-term sick leave at any time, nor will pay be provided for unused long-term sick leave at employment separation. Unused long-term sick leave may not be donated to another staff member.

**CHESTNUT HILL COLLEGE**

**Subject:** **Leave Donation**

**Policy:** **3.2**

**Effective:** **October 23, 2014** **Contact: Chief of Staff**
**Revised August 2018**

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In keeping with the College's Mission of serving our Dear Neighbor, this Leave Donation Policy has been created. This policy applies only to full-time and part-time staff members. Participation is voluntary, confidential and anonymous.

Chestnut Hill College recognizes that staff members may have a family emergency that results in a need for additional time off in excess of available paid vacation and sick leave. To address that need, staff members may voluntarily donate unused leave to another staff member who has exhausted all available paid leave due to an emergency situation.

Family emergency situations include health-related emergencies such as critical or catastrophic illness or injury of the staff member or of an immediate family member that is life-threatening and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, partner, child, parent, sibling, grandparent or grandchild.

Health-related emergencies require verification from a licensed health care provider describing the nature, severity, and anticipated duration. Donated leave is not intended for brief and/or common illnesses or disabilities.

Staff members donating leave must be employed with Chestnut Hill College for a minimum of one (1) year. Minimum allowable donated leave is one-half (1/2) day for non-exempt staff members, and one (1) day for exempt staff members. Maximum allowable donated leave is one (1) week and cannot exceed 50% of the donor staff member's leave balance. Part-time staff members may donate leave according to the number of hours regularly worked each week. Staff members who wish to donate leave must complete a Leave Donation Form 5.8, and obtain the approval of their immediate supervisor and Vice President.

Staff members who would like to receive donated leave must be employed with Chestnut Hill College a minimum of 90 days. Recipient staff members must have used all available paid time off options (vacation, sick, personal leave). Part-time staff members may receive leave according to the number of hours regularly worked each week. Donated leave runs concurrently with any approved leave of absence, such as FMLA. Staff members who wish to make a request to receive donated leave must complete a Leave Donation Request Form 5.9, and obtain the approval of their immediate supervisor and Vice President.

Completed forms are submitted to the Human Resources Office and approved by the Chief of Staff. Donor and recipient staff members will be informed in writing of the approval/denial of donated leave by the Human Resources Office.

Recipient staff members may receive donated leave from multiple donor staff members. Donated leave will be used in date order of when it was received. Any unused donated leave is returned to the donor staff member(s) when the recipient staff member returns to work.

Donated leave is paid at the recipient staff member's regular rate of pay, and is paid per normal payroll schedules. The Human Resources Office will manage leave donations to ensure proper recording of leave deductions and credits, and will coordinate payment of donated leave with the Payroll Office.

**CHESTNUT HILL COLLEGE**

**Subject:** **Paid Holidays**

**Policy:** **3.3**

**Effective:** **July 1, 1999**
**Revised August 5, 2015**
**Revised August 2018**

**Contact: Chief of Staff**

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All employees are eligible for paid holidays. Holiday pay for hourly employees is calculated based on the number of hours the employee is regularly scheduled to work on any particular holiday.

The following are the approved paid holidays during the year:

| | |
|---|---|
| New Year's Day | Memorial Day |
| Martin Luther King Day | Independence Day |
| Holy Thursday | Labor Day |
| Good Friday | Thanksgiving and the following Friday |
| Easter Monday | Christmas Day |

Because Chestnut Hill College is a diverse College community and in adherence to our Mission as an inclusive Catholic community, the College recognizes that employees may want to observe certain holidays that are not listed above. Employees may utilize personal leave under such circumstances, and supervisors are encouraged to consider such requests in accordance with our Mission.

Dates for Christmas and other College-wide breaks, if any, are announced by the President annually. Please see the Compensatory Time Policy 3.5 for additional information regarding College-wide breaks.

**CHESTNUT HILL COLLEGE**

**Subject:** **Religious Retreat Leave**

**Policy:** **3.4**

**Effective:** **July 1, 1999**
**Revised September 13, 2007**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The Sisters of Saint Joseph, women and men religious, and priests are required to make an annual retreat. The length of this retreat varies from five (5) to eight (8) days. In addition to accrued annual vacation time, Chestnut Hill College allocates time for religious and priests to fulfill this obligation. For the annual retreat only, the College permits full-time staff members to take the total number of retreat days and a day of travel the day the retreat begins and the day it ends.

This time must be taken in one block. For example, the policy does not permit an individual to make a five (5) day retreat and then take three (3) other days for retreat at another time.

Ten-month employees and full-time faculty are expected to make retreat during those periods of time when they are not working at the College.

All full-time employees are permitted to take time in addition to vacation time to participate in Mission and Legacy programs.

All time for retreats should be coordinated with and approved by one's supervisor.

**CHESTNUT HILL COLLEGE**

**Subject:** **Compensatory Time**

**Policy:** **3.5**

**Effective:** **August 23, 2004**
**March 31, 2017**
**Reviewed August 2018**

**Contact: Chief of Staff**

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In compliance with the Fair Labor Standards Act (FLSA), there is no compensatory time available to either exempt or non-exempt staff members.

Non-exempt staff members may not take nor be offered time off in lieu of overtime compensation for hours worked in excess of 40 during the workweek. Schedule modifications may be permitted when non-exempt staff members work more than their normal work schedule in lieu of overtime pay, provided the modification in work schedule is made within the same workweek.

For example, if a non-exempt staff member normally works eight (8) hours per day but works 10 hours on Monday, the work schedule may be reduced to six (6) hours on another day during the workweek.

Schedule modifications must be approved in advance by the staff member's supervisor and the appropriate Dean or Vice President.

Exempt staff members are not eligible for compensatory time. Tracking hours worked over 40 hours in a workweek for purposes of modifying a work schedule, to account for additional hours worked, destroys the exempt classification of the position and is not permitted.

**CHESTNUT HILL COLLEGE**

**Subject:** **Personal Leave**

**Policy:** **3.6**

**Effective:** **December 6, 2004**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The College grants a limited amount of personal leave to allow staff members to take care of personal business.

Full-time and part-time staff members are granted two days of personal leave annually. A day of personal leave for part-time staff members is calculated according to the staff member's normal working hours per day.

Personal leave may be taken by non-exempt staff members in half (1/2) day increments. Exempt staff members may take personal leave in full day increments only.

Personal leave is granted to staff members on July 1 of each year. Staff members hired during the year will receive their personal leave on July 1. Staff members may not accumulate personal leave, from year-to-year. Unused personal leave is not paid to the staff members upon termination.

**CHESTNUT HILL COLLEGE**

**Subject:** **Bereavement Leave**

**Policy:** **3.7**

**Effective:** **July 1, 1999**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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The College grants employees reasonable bereavement leave without loss of pay when death occurs in an employee's immediate family or in the event of a special circumstance.

A maximum of five (5) days is allowed for the death of a spouse, child, father, mother, brother, sister, grandparent or grandchild (including step family members).

A maximum of three (3) days is allowed for the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law (including step family members).

Employees may also request their supervisor to approve bereavement leave, not specifically addressed above, due to special circumstances. The supervisor in consultation with the appropriate Dean and/or Vice President will make these determinations on an individual basis in consideration of the special circumstances present.

Time off for attendance at funerals for members of one's religious congregation or for a member of the College community may be granted on an individual basis without loss of pay.

The College's vacation or personal leave policy may be used to accommodate attendance at services for relatives other than those specifically addressed in the Bereavement Leave Policy.

**CHESTNUT HILL COLLEGE**

**Subject:** **Jury Duty Leave**

**Policy:** **3.8**

**Effective:** **October 1, 2009**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Employees are encouraged to serve on jury duty and fulfill their court-related, civic obligations. The College provides employees paid time off to do so without change in status or loss of pay.

Employees appearing in court on their own behalf are required to use personal or vacation days.

The employee should notify his/her supervisor or department head upon receipt of a summons or subpoena.

Individuals summoned for jury duty or appearing as subpoenaed witnesses are expected to work during normal working hours whenever court is not in session or when their presence in court is not required.

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Military Leave** | |
| **Policy:** | **3.9** | |
| **Effective:** | **October 1, 2009**<br>**Reviewed August 5, 2015**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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**I. POLICY:**

The College supports and accommodates employees who volunteer or who are called to serve military obligations (voluntary or involuntary) in the Armed Services of the United States or any of the reserve components of these services. Leaves of absence in these areas will be governed in accordance with applicable law.

**II. ELIGIBILITY:**

Military leaves will be granted to all employees.

**III. DEFINITIONS:**

Military leave is defined as an employee's absence from work for military/reserve service with one of the uniformed services of the United States.

**IV. GUIDELINES:**

A. Employees who enlist or who are called to active military service should submit a written request to his/her supervisor in advance with a copy of their orders to report to duty.

B. Employees who enlist or who are called to active military service will not receive College pay or College-paid benefits during the time they are on active duty. However, health insurance coverage will be continued for thirty (30) days from the date the leave begins, and employees may be eligible to suspend retirement plan loan repayments during military leave. Salary is not continued during military leave; however, employees may use vacation time to the extent they have accrued time available.

C. Employees returning to work may be eligible to make retirement plan contributions up to the amounts that could have been made during their leave and also have the College match make-up contributions at the rate that would have applied under the plan in accordance with current plan provisions.

D. The employee will return to work under conditions set forth in applicable law.

E. Absences due to military leave will not be included when considering an employee's attendance record. These absences should be documented, but should not be considered as an occurrence when determining absenteeism/lateness for disciplinary purposes.

**CHESTNUT HILL COLLEGE**

**Subject:** **Inclement Weather**

**Policy:** **3.10**

**Effective:** **March 1, 2004**
**Reviewed August 5, 2015**
**Reviewed August 2018**

**Contact: Chief of Staff**

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In the event the College experiences severe weather conditions, the College will close as determined by the President.

When the College does not open due to severe weather conditions, payment will be made to staff members scheduled to work on that day; when the College closes early, payment will be made to staff members who are at work at the time of closure. If a staff member does not attend work on that day or leaves before the College officially closes, the staff member must:

1) use a personal or vacation day or half-day to receive payment or
2) not be paid.

This policy applies to exempt and non-exempt staff members.

We encourage all employees to enroll in the Chestnut Hill College emergency notification service so that you can receive text, voice and e-mail messages in real time in the event of any emergency impacting the campus.

In the last several years, we have had to use this service for several weather-related incidents, including hurricanes, an earthquake and blizzards. The emergency notification system is available to the College for use in any crisis or weather related event when prompt notification to employees might lessen the risk of damage or injury.

Because of government anti-spam laws, and because receipt of text messages and voice mails do incur charges for certain cell phone users, employees must actively enroll themselves in the service. The process to enroll is simple; go to the following link and follow the directions on that web page: http://www.chc.edu/emergency_notification_service/

**CHESTNUT HILL COLLEGE**

**Subject:** **Health Insurance**

**Policy:** **3.11**

**Effective:** **December 1, 2002**
**Revised March 30, 2016**
**Reviewed August 2018**

**Contact: Chief of Staff**

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**Eligibility**

All full-time employees (at least 30 or more hours per week) are eligible to enroll in the College's health care plan upon hire.

**Benefit**

The College pays 100% of the premium for single coverage for the sponsored health insurance plans. As of 1/1/15, the sponsored plans are available through Independence Administrators PPO plans.

Employees can find more detailed benefit information at www.chc.edu/benefits

Employees may enroll in sponsored plans at coverage levels other than 'single' by paying the difference between the individual plan cost and the cost of the child/spouse/family plan of the employee's choice. This payment is made by payroll deduction and is pre-tax. Employees can contact the Human Resources Office for the cost of the child/spouse/family plans.

**Changes in Employee's Choice of Health Insurance Coverage**

Changes to health insurance coverage may only be made during open enrollment or in the event of a Qualifying Life Event, as defined by the Internal Revenue Service. Qualifying Life Events include, but are not limited to, the birth or adoption of a child, change in marital status, and change in employment status for you and/or your spouse. Employees may contact the Human Resources Office for more information on Qualifying Life Events.

**Sponsored Plans**

The College is a member of the Shared Services Health Care Consortium, a self-funded plan. The plan is administered by Independence Administrators. The sponsored plan – including doctor, specialist and hospital co-pays, prescription coverage and co-pays, deductibles, other coverage, and carrier – are subject to change each year on the first day of the plan year. Open enrollment is held in November each year, and the plan year runs from January 1 until December 31. Employees will be informed of any plan changes that will be occurring at the time open enrollment materials are distributed and before the first day of the new plan year.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Dental Insurance** |
| **Policy:** | **3.12** |
| **Effective:** | **December 1, 2004**<br>**Revised March 30, 2016**<br>**Reviewed August 2018** |

**Contact: Chief of Staff**

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**Optional Coverage**

The College may provide optional dental insurance coverage for full-time employees. Employees may purchase optional dental insurance coverage at their own cost, pursuant to the guidelines provided by the insurance carrier. Payment is made through payroll deduction.

As of 01/01/2018, the dental insurance plan is provided by MetLife.

Employees may enroll in dental coverage only during open enrollment, but may cancel at any time due to a Qualifying Life Event change. Open Enrollment is held each year approximately two months prior to the beginning of the plan year which is January 1st.

Employees can find more detailed benefit information at www.chc.edu/benefits

The College must maintain participation minimums in the supplemental insurance plan and may be forced to cancel the plan if participation falls below the required minimum.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Vision Insurance** |
| **Policy:** | **3.13** |
| **Effective:** | **January 1, 2016**<br>**Reviewed August 2018** |

**Contact: Chief of Staff**

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**Optional Coverage**

The College may provide optional vision insurance coverage for full-time employees. Employees may purchase optional vision insurance coverage at their own cost, pursuant to the guidelines provided by the insurance carrier. Payment is made through payroll deduction.

As of 1/1/16, the vision insurance plan is provided by National Vision Administrators (NVA).

Employees may enroll in vision coverage only during open enrollment, but may cancel at any time due to a Qualifying Life Event change. Open Enrollment is held each year approximately two months prior to the beginning of the plan year, which is January 1st.

Employees can find more detailed benefit information at www.chc.edu/benefits

The College must maintain participation minimums in the supplemental insurance plan and may be forced to cancel the plan if participation falls below the required minimum.

**CHESTNUT HILL COLLEGE**

**Subject:** **Life Insurance**

**Policy:** **3.14**

**Effective:** **September 1, 2002**
**Revised March 30, 2016**
**Reviewed August 2018**

**Contact: Chief of Staff**

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**Eligibility**

Full-time employees are eligible for life insurance one year after date of hire.

**Benefit**

The College pays 100% of the premium for coverage equal to one times the employee's salary and up to a maximum of $200,000. As of 1/1/16, the sponsored life insurance plan is provided by Mutual of Omaha.

Employees can find more detailed benefit information at www.chc.edu/benefits

**Sponsored Plans**

The sponsored plan – including amount of coverage and carrier – are subject to change each year at the beginning of the plan year January 1st.

**Optional coverage**

The College may provide access to optional, supplemental life insurance coverage. Employees may purchase supplemental coverage at their own cost, pursuant to the guidelines provided by the insurance carrier. Payment is made through payroll deduction.

As of 1/1/16, the optional life insurance plan is provided by Mutual of Omaha.

Employees may enroll in supplemental coverage at time of hire or during open enrollment, but may cancel at any time. Open Enrollment is held each year approximately two months prior to the beginning of the plan year which is January 1st.

The College must maintain participation minimums in the supplemental insurance plan and may be forced to cancel the plan if participation falls below the required minimum.

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Long Term Disability Insurance** | |
| **Policy:** | **3.15** | **Contact: Chief of Staff** |
| **Effective:** | **March 1, 2003**<br>**Revised March 30, 2016**<br>**Reviewed August 2018** | |

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**Eligibility**

Full-time employees are eligible for Long Term Disability Insurance after one year of service.

**Benefit**

The College pays 100% of the premium for Long Term Disability Insurance. As of 1/1/16, Mutual of Omaha provides the College's Long Term Disability Insurance.

Basic Terms of the Long Term Disability Insurance plan are:

- Benefits begin after three months of continuous disability.
- The Monthly Income Benefit replaces 60% of the employee's monthly wage base up to a maximum of $10,000 per month.

Employees can find more detailed benefit information at www.chc.edu/benefits

The provider of long-term disability insurance is subject to change as are the benefit terms, including waiting period and amount and length of coverage. Employees will be informed of any plan changes that occur.

**CHESTNUT HILL COLLEGE**

**Subject:** **Short Term Disability Insurance**

**Policy:** **3.16**

**Effective:** **January 1,2004**
**Revised May 24, 2018**
**Reviewed August 2018**

**Contact: Chief of Staff**

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**Optional Coverage**

Short-term disability insurance provides income replacement for full-time employees unable to work due to a covered illness or injury. Employees may purchase this optional coverage at their own cost, pursuant to the guidelines provided by the insurance carrier. Payment is made through payroll deduction.

Short-term disability insurance is also available for part-time employees (working 20 or more hours per week).

Employees may enroll in optional coverage only during the annual enrollment period, but may cancel the coverage at any time. Annual enrollment is held within the first three (3) months of the calendar year.

As of 1/1/04 the optional short-term disability insurance plan is provided by Unum.

The College must maintain participation minimums in the short-term disability insurance plan and may be forced to cancel the plan by the insurance carrier if participation falls below the required minimum.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Retirement Benefit** |
| **Policy:** | **3.17** |
| **Effective:** | **January 1, 2009**<br>**Revised May 21, 2012**<br>**Revised March 30, 2016**<br>**Reviewed August 2018** |

**Contact: Chief of Staff**

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Chestnut Hill College maintains both a 403(b) and DC Plan with Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA) to help employees accumulate financial resources for retirement. A variety of investment options are available from TIAA.

Eligibility and Benefit

Voluntary participation in the 403(b) plan is available upon hire for all full-time employees and for part-time employees working 1020 hours or more per year. There is no College contribution during this first year of employment. Employee contributions are tax deferred up to limits set by the Internal Revenue Service (IRS). Limits are set by the IRS annually.

After one year of service, all full-time employees and part-time employees working 1020 hours or more per year are eligible for the College contribution. The College will contribute 5% of the employee's base gross salary when the employee contributes a minimum of 2.5% for wages attributable to the current fiscal year. The College contribution rate is subject to change based on the College's financial circumstances. There is no College contribution for employee contributions of less than 2.5%.

**Important Note**: Employees may contribute more than 2.5% to the plan. However, the IRS sets limits to the dollar amount both the College and an employee can contribute on a tax-deferred basis. Please consult with a TIAA financial counselor or your tax advisor to determine this amount.

Contact Information for the retirement plan:
www.tiaa.org
Telephone Counseling Center (800) 842-2776

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Tuition Grant** | |
| **Policy:** | **3.18** | |
| **Effective:** | **October 1, 2009**<br>**Revised March 30, 2016**<br>**Revised August 2018** | **Contact: CFO & Chief of Staff** |

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**Full-time Employees**

Full-time employees who have been employed a minimum of 90 days are eligible for an Employee Tuition Grant for classes taken at Chestnut Hill College. Eligible full-time employees may take up to two 3-credit hour (or a total of 6 credit hours) undergraduate courses taken in the School of Continuing and Professional Studies (SCPS) or the School of Undergraduate Studies (SUS) or master's level courses taken in the School of Graduate Studies (SGS) per semester without any tuition charge. For purposes of this Policy, there are three semesters per year – fall, spring and summer. A course taken through the SCPS ACCELERATED program will serve as a course taken during the semester in which the SCPS ACCELERATED session occurs.

Employees will be responsible for any fees, books or supplies costs. Employees may not enroll in classes during their work hours.

***Employees who do not remain in the employ of the College for six (6) months following the end of the last class completed will be required to repay the tuition grant for the last semester in which the employee attended a class.***

**Part-time Employees**

Part-time employees who have been employed a minimum of 90 days and work 20 hours or more per week are eligible for an Employee Tuition Grant for classes taken at Chestnut Hill College. Eligible part-time employees may take up to one 3-credit hour undergraduate course in the School of Continuing and Professional Studies (SCPS) or the School of Undergraduate Studies (SUS) or master's level course in the School of Graduate Studies (SGS) per semester without any tuition charge. For purposes of this Policy, there are three semesters per year – fall, spring and summer. If a course is taken through the SCPS ACCELERATED program, it will serve as a course taken during the semester in which the SCPS ACCELERATED session occurs.

Employees will be responsible for any fees, books or supplies costs. Employees may not enroll in classes during their work hours.

***Employees who do not remain in the employ of the College for six (6) months following the end of the last class completed will be required to repay the tuition grant for the last semester in which the employee attended a class.***

**Adjunct Faculty and Coaches**

Adjunct faculty members who have taught for three (3) or more consecutive semesters and athletic coaches who have coached in two (2) or more consecutive seasons are eligible for an Employee Tuition Grant as described in the Part-time Employees section of this policy.

**Dependent Children of Full-time Employees**

Dependent children of eligible full-time employees are entitled to a partial or full Tuition Grant for undergraduate courses in the School of Undergraduate Studies (SUS) and the School of Continuing and Professional Studies (SCPS), as outlined in the table below. Dependent children are defined as those who are declared on the employee's tax return and are 23 years old or younger.

| Employee Eligibility | Tuition Grant |
|---|---|
| Full-time up to 1 year of employment | none |
| Full-time after 1 year of employment | 25% |
| Full-time after 2 years of employment | 50% |
| Full-time after 3 years of employment | 75% |
| Full-time after 4 years of employment | 100% |

*The Tuition Grant applies to tuition only; the student is responsible for all fees, charges, books, residential living or other incidental charges. Dependent children receiving the Tuition Grant are not eligible for any other financial aid funded by Chestnut Hill College.*

For Dependent Children, the Tuition Grant is limited to eight (8) semesters over a maximum period of five (5) years, which may include the summer semester.

**Spouses of Full-time Employees**

Spouses of eligible full-time employees are eligible for a partial or full tuition grant toward one undergraduate course per semester in the School of Continuing and Professional Studies (SCPS) or School of Undergraduate Studies (SUS) as outlined in the table below. Eligible full-time employees are those employees who have been employed 90 days or more. The student is responsible for any fees, books or supplies costs.

| Employee Eligibility | Tuition Grant |
|---|---|
| Full-time up to 1 year of employment | none |
| Full-time after 1 year of employment | 25% |
| Full-time after 2 years of employment | 50% |
| Full-time after 3 years of employment | 75% |
| Full-time after 4 years of employment | 100% |

**Nieces and Nephews of Sisters of Saint Joseph**

Nieces and nephews of eligible Sisters of Saint Joseph are entitled to a partial tuition grant for the School of Undergraduate Studies (SUS) or the School of Continuing and Professional Studies (SCPS) as outlined in the table below. Eligible Sisters of Saint Joseph are those who are full-time employees of the College.

| **SSJ Eligibility** | **Tuition Grant 1st Niece/ Nephew** | **Tuition Grant 2nd Niece/ Nephew** | **Tuition Grant 3rd or higher Niece/ Nephew** |
|---|---|---|---|
| Full-time up to 1 year of employment | none | none | none |
| Full-time after 1 year of employment | 25% | 18.75% | 12.5% |
| Full-time after 2 years of employment | 50% | 37.5% | 25% |
| Full-time after 3 years of employment | 75% | 56.25% | 37.5% |
| Full-time after 4 years of employment | 100% | 75% | 50% |

Should the student be awarded Chestnut Hill College scholarships or grants that exceed the discount, the scholarships or grants will replace, not supplement, the SSJ Tuition Grant.

The Tuition Grant is limited to eight (8) semesters over a maximum period of five (5) years, which may include the summer semester.

**Admissions and Registration Procedures**

The Chestnut Hill College Tuition Grant Application Form 5.10 must be completed and submitted to the Human Resources Office each semester at the time of course registration. All employees, dependent children and/or spouses must follow the College's normal admissions and registrations procedures for the program in which they are enrolling.

Enrollment is on a space available basis only, however, enrollment in a specific class will be denied only once.

**Tuition Grant Exclusions**

- Private lessons are not included in this benefit.
- There is no School of Graduate Studies (SGS) tuition grant for employee spouses or dependent children.
- There is no doctoral level tuition grant for employees, their spouses or dependent children.
- The Employee Tuition Grant applies only to tuition charges. All books, fees, fines, residential living or other incidental charges are the sole responsibility of the employee, dependent child or spouse.
- The Employee Tuition Grant only applies to classes taken at Chestnut Hill College.

**Inclusion in Gross Income of Benefits Received under the Tuition Grant Program**

Employees that receive tuition waivers for graduate level courses under the College's Tuition Grant Program are subject to tax on the benefits they receive if such benefits exceed $5,250 during any academic year. See Policy 3.21 Tax Reporting and Withholding Requirements for Tuition Remission and Tuition Exchange Benefits.

**CHESTNUT HILL COLLEGE**

**Subject:** **Flexible Spending Accounts**

**Policy:** **3.19**

**Effective:** **March 1, 2016**
**Reviewed August 2018**

**Contact: Chief of Staff**

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**Optional Coverage**

All full-time employees are eligible to elect participation in the Flexible Spending Accounts. Flexible Spending Accounts allow employees to set aside pre-tax dollars to pay for qualified expenses. Contributions to the flexible spending accounts are made through payroll deduction.

Election to participate in the Flexible Spending Account is made upon hire or at the beginning of each plan year, which is January 1st. If elected upon hire, pre-tax dollars are deducted from the first paycheck through the end of the plan year. Elections made during the plan year may not be changed unless there is a Qualifying Life Event.

Two flexible spending accounts can be elected:

- The Health Care Spending Account reimburses for eligible health care expenses
- The Dependent Care Spending Account reimburses for eligible dependent care expenses

Limits on contributions to the spending accounts are set by the IRS annually.

Employees can find more detailed benefit information at www.chc.edu/benefits

**CHESTNUT HILL COLLEGE**

**Subject:** **Employee Assistance Program (EAP)**

**Policy:** **3.20**

**Effective:** **March 1, 2016** **Contact: Chief of Staff**
**Reviewed August 2018**

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The Employee Assistance Program (EAP) is a confidential and voluntary program designed to identify and assist employees in resolving problems that may be affecting work performance. This service, provided by Mutual of Omaha, is available to all employees and family members who may be faced with challenges such as family and personal concerns, financial matters, substance abuse, life transitions, and work-related issues.

The EAP provides phone and online assistance 24 hours a day, 7 days a week, and confidential consultation is by licensed master's level professionals.

The College pays 100% of the cost for this service.

Contact Information
www.mutualofomaha.com/eap
1-800-316-2796

**CHESTNUT HILL COLLEGE**

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|---|---|
| **Subject:** | **Tuition Reporting and Withholding Requirements for Tuition Remission and Tuition Exchange Benefits** |
| **Policy:** | **3.21** |
| **Effective:** | **July 1, 2018**<br>**March 1, 2019** |
| **Contact:** | **CFO & General Counsel** |

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**Purpose**

Chestnut Hill College ("CHC" or "College") provides tuition remission benefits for eligible employees, their spouses and/or dependent children for undergraduate and graduate level study at the College. The College also provides tuition exchange benefits under the Tuition Exchange Scholarship Program. This policy addresses the tax reporting and withholding requirements applicable to these education-related financial assistance benefits provided by the College to employees, their spouses and/or dependent children for undergraduate and graduate level course work.

**Scope**

This policy applies to all College employees who are receiving tuition remission or tuition exchange benefits and/or whose spouses and/or dependent children are enrolled in undergraduate or graduate level courses under the College's tuition remission or tuition exchange programs.

**Policy**

The Internal Revenue Code ("IRC") contains several provisions that allow the College to provide financial educational assistance to its employees and their spouses and dependent children, but with different limitations and tax implications depending on the level of study.

1. **Undergraduate course work**
   Under provisions of the IRC, the College may offer a reduction of tuition charges to employees, their spouses and dependent children. As long as that tuition reduction is for undergraduate education, it will be tax-free and excluded from an employee's taxable wages. Therefore, CHC will not add to its employees' taxable wages the financial value of the tuition remission or tuition exchange benefit provided for undergraduate level course work for employees, their spouses and/or dependent children.

2. **Graduate course work**
   A. **For employees up to $5,250/year tax-free**
   Pursuant to provisions of the IRC, the College may provide its employees with tuition remission for graduate course work, on a tax-free basis, up to $5,250 per employee, per year. Therefore, CHC will not add the financial value of the tuition remission for graduate

course work that does not exceed $5,250 per year to its employees' taxable wages.

B. **For employees who exceed the $5,250/year**
Employees that receive tuition waivers for graduate level courses under the College's Tuition Grant Program are subject to tax on the benefits they receive if such benefits exceed $5,250 during any academic year. Therefore, an employee that receives a tuition benefit for graduate level courses in excess of $5,250 during a single year will have the amount in excess of $5,250 included in their reported gross income for that year. The amount of the benefit received by an employee is equal to the cost of tuition for which the employee received a waiver.

3. **Calculating taxability of educational financial assistance.**
The monetary value of tuition remission received by employees for graduate level course work during the academic year (fall through summer semesters) in excess of $5,250 must be added to the employee's taxable wages in the calendar year of the last semester of the academic year.

The increase in the employee's taxable wages also increases the amount of taxes withheld and reduces the employee's net pay. The incremental taxes will be withheld from the employee's payments for the months of August through December. In cases where the incremental taxes cannot be withheld from all paychecks—due to an unpaid leave of absence or termination of employment (either voluntary or involuntary)— the College will report the taxable income on Form 1099.

As a courtesy, the Payroll Department will attempt to notify employees via e-mail of the amount of their taxable education-related income and the pay periods affected in advance of the first pay in which the taxes will be withheld. All employees are encouraged to track their education-related financial benefits for the year and plan accordingly. The College reserves the right to amend this policy at any time.

**CHESTNUT HILL COLLEGE**

**Subject:** **Salary Plan**

**Policy:** **3.22**

**Effective:** **To be determined** **Contact: Chief of Staff**

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This policy is currently under review.

**CHESTNUT HILL COLLEGE**

**Subject:** **Overtime Pay for Non-Exempt Staff**

**Policy:** **3.23**

**Effective:** **March 1, 2004**
**March 31, 2017**
**Reviewed August 2018**

**Contact: Chief of Staff**

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Overtime compensation will be paid to staff members in non-exempt positions in accordance with the requirements of the Fair Labor Standards Act (FLSA), as amended.

Overtime is defined as hours worked over 40 hours within the standard workweek (Sunday to Saturday). Vacation, holidays, personal, sick and other paid leave days are not considered hours worked for purposes of calculating overtime pay.

Overtime hours will be paid at one-and-one-half (1 1/2) times the staff member's hourly pay rate.

All overtime must be approved in advance, in writing, by the supervisor and the appropriate Dean or Vice President. Electronic approval is acceptable.

Staff members in exempt positions are not eligible for overtime pay or for compensatory time. When necessary, exempt employees are expected to devote time beyond the normal workday to complete their work.

**CHESTNUT HILL COLLEGE**

**Subject:** **Payroll and Pay Distribution**

**Policy:** **3.24**

**Effective:** **September 2008** **Contact: Chief of Staff**
**Revised July 2016**
**Reviewed August 2018**

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All employees are paid once per month on the 26th of each month, or the closest working day prior to that should the 26th fall on a holiday or weekend.

Employees must participate in Direct Deposit to ensure that their funds are available to them in the timeliest manner. The first and final paycheck may be issued as a live check.

The College participates in iPay so that employees can access their pay statements online.

*How to Register on ADP iPayStatements*
Website: https://ipay.adp.com

Select: Register Now
Enter: Registration Code: ChestnutHC-IPAY

Question: Do you want to set up an account with Chestnut Hill College? Answer: YES

Next screen brings you to "Find You" page: enter your First and Last Name and last 4 digits of Social Security number

Enter Birth date Month and Day

You will then be brought to a screen to enter your contact information, create a password and challenge questions in the event you forget your password.

The system automatically assigns a USER ID.

Password must contain between 8-20 characters and at least one alpha and numeric character.
Once Registered, Pay statements and W2s can be viewed/downloaded from the same website:
https://ipay.adp.com Select: LOGIN – enter User Name and your personal password.

**CHESTNUT HILL COLLEGE**

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|---|---|---|
| **Subject:** | **Timekeeping** | |
| **Policy:** | **3.25** | |
| **Effective:** | **March 1, 2004**<br>**March 31, 2017**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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To maintain accurate records for compliance with the Fair Labor Standards Act, every staff member is required to complete a monthly timekeeping sheet.

**Exempt Staff Members**

Exempt staff members must submit an Exempt Employee Timekeeping Form 5.11 every month. Staff members should indicate any paid or unpaid leave that was taken during the month or check the box beside "I used no paid or unpaid leave during this payroll period."

This form must be completed by the staff member, approved by the supervisor, and submitted to the Human Resources Office by the 10th working day of the following month.

**Non-Exempt Staff Members**

Non-exempt staff members must have on file with the Human Resources Office a Regular Weekly Schedule. The staff member's monthly payroll is based on this regular schedule.

Every month non-exempt staff members must submit a Non-Exempt Employee Timekeeping Form 5.11. Staff members must indicate they have worked their regular schedule and, if applicable, note exceptions from the schedule, including paid or unpaid leave and any overtime worked. Overtime must be approved in advance. Refer to Policy 3.23 Overtime for Non-Exempt Staff.

This form must be completed by the staff member, approved by the supervisor, and submitted to the Human Resources Office by the 10th working day of the following month.

**CHESTNUT HILL COLLEGE**

**Subject:** **Travel Time Pay**

**Policy:** **3.26**

**Effective:** **March 31, 2017** **Contact: Chief of Staff**
**Reviewed August 2018**

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Time spent traveling during normal business hours, to locations other than the work location, is considered compensable work time. Ordinary home-to-work and work-to-home travel is not considered work time and is not paid. Non-exempt staff members who travel for College business will be paid for travel time as required by the Fair Labor Standards Act (FLSA).

Time spent traveling outside of normal work hours, or during corresponding hours on non-work days, and as a passenger on an airplane, train, bus, or automobile, is not considered work time and is not paid.

**One-Day Travel**
Non-exempt staff members required to work away from the College for a day will be paid for time spent traveling to and returning from the destination, in addition to pay for the regular work day.

**Overnight Travel**
Non-exempt staff members required to travel overnight for College business may be considered work time. Only travel time occurring during the staff member's normal work hours, or during corresponding hours on non-work days, is paid. Time spent traveling from the staff member's home to the destination during times that are outside the typical work hours are not paid.

Any time spent performing College-related work at the destination must be approved in advance by the supervisor and will be compensated based on actual hours worked. Meal periods and sleeping time are not considered paid time.

**Attendance at Training or Conferences**
Non-exempt staff members attending business-related training or a conference will be paid for the actual hours spent each day in training or attending work-related conferences. Meal time is not included as paid time unless the meal is served at the staff member's conference seat. Optional training and conference events, such as receptions and social activities, are not paid time.

The staff member is paid his/her hourly rate for travel, as explained above, and for training. Time spent at training or a conference shall count as hours worked when calculating eligibility for overtime pay, if applicable.

All business-related travel and attendance at training, seminars or conferences must be approved in advance by the supervisor and the appropriate Vice President.

# SECTION 4:

# OTHER POLICIES AND PROCEDURES

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Tuition Exchange Programs Guidelines** | |
| **Policy:** | **4.1** | |
| **Effective:** | **July 1, 2002**<br>**Revised August 2018** | **Contact: VPFA** |

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Chestnut Hill College participates in several tuition exchange programs available to dependent children of eligible Chestnut Hill College employees. The purpose of Chestnut Hill College's participation in these programs is to expand the current on-campus tuition remission to include a wider range of educational opportunities for the dependents of full-time employees. Tuition exchange programs provide opportunities for children of full-time employees to apply for tuition scholarships, either for full tuition, or a high tuition limit set by the individual tuition exchange program. Each program has specific eligibility requirements.

The number of Chestnut Hill College exchanges in any academic year will be determined by each program. For this reason, eligibility criteria for determining who will receive a tuition exchange scholarship have been developed. Information on these tuition exchange programs can be found under Financial Aid on the Chestnut Hill College website www.chc.edu or on the individual program's websites listed below. All applicants must submit the Free Application for Federal Student Aid to the host institution.

Council of Independent Colleges Tuition Exchange- www.cic.edu/tep
Tuition Exchange, Inc. - www.tuitionexchange.org
Catholic Colleges Cooperative Tuition Exchange - www.cccte.org

**1. Council of Independent Colleges Tuition Exchange Program**
The CIC-TEP consists of a network of 440 CIC colleges and universities willing to accept tuition-free students from families of full-time employees of other CIC institutions (full-time as designated by the employer/institution). A student is defined as a dependent equivalent to the IRS definition of dependent. Eligibility is for the dependents of full-time employees who have been employed by the College for at least one (1) year. Students are responsible for all non-tuition charges at the institution in which they enroll (host institution).

**2. The Tuition Exchange, Inc.**
Tuition Exchange is a partnership of over 675 colleges and universities offering **competitive tuition exchange scholarships** to dependents of employees employed at member institutions. The definition of dependent, employment status, years of service for eligibility, priority status or limitations for families seeking to send more than one dependent, etc. are all established by the home institution.

**Dependents eligible for Tuition Exchange Scholarships are not guaranteed an award.**
Even if you and your family are eligible to apply for an award, you may not receive an award, because each institution is obligated to maintain a balance between students sent on an exchange (exports) and students received on the exchange (imports). In extreme cases, where there is a serious imbalance (many more exports than imports), the institution is formally prohibited from sending students on the exchange. Tuition Exchange communicates an annual report to each institution regarding each school's import and export balance.

**Tuition Exchange Scholarships are very competitive.**
In addition to meeting the admissions requirements of the receiving institution, some member institutions have established additional requirements such as a lottery system, higher entrance standards, or rolling acceptance policy. It is recommended to apply 12 months before you plan to enroll in a college. Each institution has the right to limit the duration of a scholarship.

Chestnut Hill College requires employees to have been employed on a full-time basis for at least five (5) years before their dependents become eligible to apply for a Tuition Exchange Scholarship.

**3. Catholic Colleges Cooperative Tuition Exchange**
The CCC Tuition Exchange program consists of 69 Catholic colleges and universities. Through this program, dependents of eligible employees may be qualified to receive the benefit of free tuition at a participating Catholic institution of higher education. Eligibility is for the dependents of full-time employees who have been employed by the College for at least one (1) year.

**Frequently Asked Questions**

**Who can apply for one of these Tuition Programs?**
To apply for a tuition exchange program for a dependent, an employee must be eligible for full tuition remission benefits at Chestnut Hill College as a full-time member of faculty, staff, or administration, and employed at Chestnut Hill College for at least one year, or, for a minimum of five years, if applying for a Tuition Exchange Scholarship.

**Who is an eligible dependent?**
An eligible dependent child is generally one who is less than 24 years old, is not married, not a veteran, not a ward of the court, not a graduate nor a professional student. An eligible dependent generally includes children who are claimed as a dependent on the employee's income tax return because he/she is contributing more than half of their support.

For all tuition exchange programs, the student must be accepted on his or her own merits and enroll on a full-time basis, at the college that he/she wishes to attend on a tuition exchange scholarship. It is the employee's responsibility to check with that institution to see if there are eligible tuition exchange slots. The dependent is charged a $40 fee paid to Chestnut Hill College for exporting under The Tuition Exchange program and $25 under the Catholic College Cooperative Tuition Exchange.

**If there are more applications than exchange slots available from Chestnut Hill College, what are the prioritized selection criteria?**

1. Eligibility is determined annually with priority given to employees with seniority, determined by length of continuous service, based on date of hire. Sabbaticals, maternity, disability or other College approved leave (no longer than one year), will be counted as continuous service.
2. If employees are equally eligible, preference is given to an employee who has never taken advantage of another Chestnut Hill College tuition exchange program.

**What are the current limitations on tuition exchange programs at Chestnut Hill College?**

1. Eligibility is limited to eight semesters, unless there are no other qualified applicants.
2. Only one tuition exchange scholarship at a time is available per employee (unless there are no other applicants).
3. If the employee leaves, the dependent's scholarship will only be guaranteed until the end of that semester.
4. If the employee's spouse is eligible for tuition benefits from his/her place of employment, this will be taken into consideration in terms of eligibility for Chestnut Hill College benefits.

**What is the process for applying?**

1. Applications for the program and a list of participating institutions are available at each tuition exchange program's website.

   Council of Independent Colleges Tuition Exchange - www.cic.edu/tep
   Tuition Exchange, Inc. - www.tuitionexchange.org
   Catholic Colleges Cooperative Tuition Exchange - www.cccte.org

2. Download and complete the application and submit it to the Vice President for Financial Affairs located on the second floor of St. Joseph Hall.
3. Completed applications will be distributed for review to the Vice Presidents for Academic Affairs, Financial Affairs, and Strategic Enrollment.
4. Approved applications will be signed by the Chestnut Hill College liaison officer and returned to the applicant.
5. The applicant must submit the signed application to the appropriate college/university's liaison officer.
6. The applicant must communicate the acceptance or denial of the application to the Vice President for Financial Affairs.

**CHESTNUT HILL COLLEGE**

**Subject:** **Staff Position Openings**

**Policy:** **4.2**

**Effective:** **May 1, 2007** **Contact: Chief of Staff**
**Revised August 2018**

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**Purpose**

The purpose of this policy is to provide managers and supervisors with a process for identifying qualified individuals for open positons.

This policy applies to all new staff hires including exempt, non-exempt, full-time, part-time and temporary employees.

This policy reviews all phases of the recruiting and hiring process and corresponding areas of responsibilities.

**Procedures**

**Position Approval Process**

- The Hiring Manager completes a Request for Approval of Position Form 5.12 (also known as the "blue form"), attaches a job description, and forwards both documents to the appropriate Vice President.
- The Vice President reviews the documents for institutional and departmental needs, signs form and forwards to the Director of Human Resources.
- The Director of Human Resources reviews, and may modify, the job description, signs the form and forwards it to the VPFA.
- The VPFA reviews the form to determine hiring salary range relative to the budget, signs the form and forwards it to the President.
- The President signs the form and returns it to the VPFA.
- The VPFA forwards the original documents to the Human Resources Office.
- The Human Resources Office notifies the Hiring Manager of position approval.

**Position Advertisement**

- The Human Resources Office posts the position internally for five (5) business days on the Human Resources bulletin board on the second floor of Saint Joseph Hall.
- The position is posted on the www.chc.edu and www.HigherEdJobs.com websites. The Human Resources Director will consult with the Hiring Manager regarding other possible advertising options.
- The position will remain posted until the position is filled, unless the Hiring Manager requests otherwise.

**Search Process**
Search Committees are required for all Director level and above positions. The Director of Human Resources is required to serve on search committees for Director level positions.

Depending on the position level, the Hiring Manager or the Search Committee Chair will:

- Consult with the Department Vice President on the search process timeline, search committee or interview committee composition, key constituents, and other related matters.
- Consult with the Director of Human Resources regarding receipt and review of applications, applicant assessments, interview format, interview questions, reference check questions, and other matters.
- Organize search committee/interview committee meetings, schedule applicant interviews (telephone, Skype, face-to-face), provide guidance on evaluating applicants and communicate with Department Vice President on status of search.

When the final candidate has been identified, the Hiring Manager or Search Committee Chair will:

- Schedule a meeting with the President and the Assistant to the President for Mission and Ministry to discuss the Mission Statement and other related matters.
- Contact the Director of Human Resources regarding a criminal background check and provide a copy of the cover letter and resume.
- Check three (3) professional references. The Director of Human Resources is responsible for checking references for Director level and above positions.

**Job offers <u>will not be extended</u> until after the above requirements are complete.**

**Offering Position to Final Candidate**

- The Hiring Manager obtains approval from the Department Vice President and the President to offer position, and notifies the Director of Human Resources.
- The Director of Human Resources extends the job offer.
- If job offer is declined, the Director of Human Resources contacts the Hiring Manager to discuss options, such as an alternate candidate (with Department Vice President approval), re-evaluate the offer salary and reopen the search.
- If job offer is accepted, the Director of Human Resources notifies the Hiring Manager and provides the start date and starting salary.
- The Human Resources Office removes all position advertisements, if still active.

**Notification of Hire**
The Human Resources Office sends an email to the new employee and the Hiring Manager. This includes:

- Confirmation of the job offer acceptance – position, salary and start date
- A scheduled appointment to meet with a Human Resources representative within three (3) days of hire date
- New employee paperwork

**After Hire**
Complete the New Hire Checklist within the timeframe noted.

**New Hire Checklist**

| Task | Responsibility | Due Date | Completed |
|---|---|---|---|
| Setup Network login and email | Human Resources Office and IT | Within two days of confirmation of job acceptance | |
| Setup Phone Extension | Hiring Manager and IT | Within two days of confirmation of job acceptance | |
| Identification Card | Hiring Manager | First day of employment | |
| Parking Permit | New Employee | Within 2 days of start date | |
| New Hire HR, Benefits and Payroll Paperwork, including appointment letter | Human Resources Office | Within 3 days of start date for employment and payroll paperwork; within 5 days of start day for benefits paperwork | |

**CHESTNUT HILL COLLEGE**

**Subject:** **Service and Assistance Animal**

**Policy:** **4.3**

**Effective:** **August 2018** **Contact: Chief of Staff**

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## I. PURPOSE

Chestnut Hill College is committed to providing equal educational and employment access to individuals with disabilities, including the appropriate use of a Service or Assistance Animal to participate fully in all programs and activities.

## II. DEFINITIONS

### Disability

The Americans with Disabilities Act (ADA) defines a person with a disability as a person who has a physical or mental impairment that substantially limits one or more major life activity. This includes people who have a record of such an impairment, even if they do not currently have a disability. It also includes individuals who do not have a disability but are regarded as having a disability. The ADA also makes it unlawful to discriminate against a person based on that person's association with a person with a disability.

### Service Animal

A Service Animal is a dog that has been trained to do work or perform tasks for the benefit of an individual with a disability and meets the definition of Service Animal under the Americans with Disabilities Act (ADA) regulations at 28 CFR 35.104. In some cases, a miniature horse may be permitted as a Service Animal under the ADA regulations at 28 CFR 35.136(i). Other animals, whether wild or domestic, do not qualify as Service Animals.

Examples of such work or tasks which may be performed by a Service Animal include but are not limited to: guiding people who are blind, alerting people who are deaf or hard of hearing, pulling a wheelchair, assisting an individual who is having a seizure, providing physical support and assistance with balance/stability for individuals with mobility impairments, providing non- violent protection or rescue work, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties.

Service Animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the person's disability. A dog whose sole function is to provide comfort or emotional support does not qualify as a Service Animal.

**Assistance Animal**

An Assistance Animal is one that is necessary to afford a person with a disability an equal opportunity to use and enjoy College housing. An Assistance Animal may provide physical assistance, emotional support, calming, stability and other kinds of assistance. Assistance Animals do not perform work or tasks that would qualify them as Service Animals under the ADA. Assistance Animals that are not Service Animals under the ADA may still be permitted, in certain circumstances, in College housing pursuant to the Fair Housing Act and as a reasonable accommodation determined by the Director of the Disabilities Resource Center. An Assistance Animal may be any type of animal as long as the animal does not pose a direct threat to health and safety. These animals may also be referred to as Emotional Support Animals (ESA) or Therapy Animals.

**Handler**

The Handler is the student, employee or other visitor with a disability that a Service Animal or Assistance Animal assists or their personal care attendant who handles the animal for the person with a disability.

**Pet**

A Pet is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Assistance Animal. It is not covered by this policy. Residents are not permitted to keep pets, other than those permitted by College housing, on College property or in College housing in accordance to the Student Code of Conduct.

## III. SERVICE ANIMAL POLICY

Individuals with disabilities are permitted to be accompanied by their Service Animals at all Chestnut Hill College locations where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. This includes but is not limited to: College buildings, classrooms, residence halls, meeting rooms, dining areas, recreational centers and facilities, activities and events when the Service Animal is accompanied by an individual with a disability who indicates the Service Animal is trained to provide, and does provide, a specific service for them that is directly related to their disability.

Additional information regarding the use of Service Animals on campus is available from the Disabilities Resource Center at 215.753.3655 or via email at disabilities@chc.edu.

Service Animals living in College housing must comply with all applicable Pennsylvania dog laws. Information related to licensing, ID tags, vaccinations, rabies and other requirements can be found in Pennsylvania's Dog Law.

Pennsylvania Dog Law citations:

- Citation: PA ST 3 P.S. § 459-101 - 1205; PA ST 3 P.S. § 501, 531-532, 550-551; PA ST 34 Pa.C.S.A. § 2381-2386

- Citation: 3 P.S. § 459-101 - 1205; 3 P.S. § 501, 531-532, 550-551; 34 Pa.C.S.A. § 2381-2386

## IV. ASSISTANCE ANIMAL POLICY

Individuals with disabilities are not permitted to be accompanied by Assistance Animals while on campus. The only exception is the allowance of an Assistance Animal in an on-campus housing residence hall if the presence of that animal has been determined to be a reasonable accommodation by the Director of the Disabilities Resource Center and is listed on an individual's Accommodation Verification Letter (AVL).

The College will notify residents in close proximity to the assistance animal of its presence as well as the Residence Life staff in the building/area, Campus Security, Maintenance, Housekeeping.

In the event Campus Security, Maintenance or Housekeeping (Auxiliary Services Staff) must enter a space that has an assistance animal within the space, the assistance animal must be contained within a kennel, crate, or cage with the owner present at all times. Auxiliary Services Staff will try to schedule routine work in advance with the animal owner. If the owner is unable to be present during the time of a repair, the animal must be vacated from the area prior to the scheduled repair time. If an emergency exists, the animal may be restrained in order to protect the employees and the animal.

Additional information regarding the use of Assistance Animals on campus is available from the Disabilities Resource Center at 215.753.3655 or at disabilities@chc.edu

Assistance Animals that are dogs living in College housing must comply with all applicable Pennsylvania dog laws. Information related to licensing, ID tags, vaccinations, rabies and other requirements can be found in Pennsylvania's Dog Law.

Pennsylvania Dog Law citations:

- Citation: PA ST 3 P.S. § 459-101 - 1205; PA ST 3 P.S. § 501, 531-532, 550-551; PA ST 34 Pa.C.S.A. § 2381-2386
- Citation: 3 P.S. § 459-101 - 1205; 3 P.S. § 501, 531-532, 550-551; 34 Pa.C.S.A. § 2381-2386

**Chestnut Hill College reserves the right to amend these policies, as circumstances require.**

## V. PROCEDURE FOR REQUESTING AN ASSISTANCE ANIMAL

An individual with a disability who is requesting to bring an Assistance Animal into College housing should register with Director of the Disabilities Resource Center by following the process outlined in the Academic Policies for Students with Disabilities in order to make the formal request. The Director of the Disabilities Resource Center will review the submitted medical documentation and meet with the individual to continue the process. An individual is not permitted to bring an Assistance Animal to campus until the request has been formally approved by the Director of the Disabilities Resource Center. The Director of the Disabilities Resource Center will consult with College housing and other

College departments when relevant as it pertains to overall health and safety. Each request will be considered on a case-by-case basis with the final decision being made by the Director of the Disabilities Resource Center. More information regarding the process can be found at www.chc.edu/learning-and-resource-centers/accommodations-students-disabilities.

## VI. INSTANCES WHEN A SERVICE ANIMAL MAY NOT BE PERMITTED

A Service Animal may not be permitted in a certain area if the College determines that permitting the Service Animal poses a health or safety concern, the Service Animal is not housebroken or cannot be effectively controlled by the handler. The accompaniment of an individual with a disability by a Service Animal in locations with health and safety restrictions or when the animal is suspected of being uncontrolled or not housebroken will be reviewed on a case-by-case basis by the Director of the Disabilities Resource Center in consultation with College police as it relates to overall campus safety. The final determination will be made by the Director of the Disabilities Resource Center.

If the College determines that a Service Animal must be excluded, the individual with a disability will be provided the opportunity to participate in the service, program or activity without having the Service Animal on the premises and to request alternative, reasonable accommodations through the Director of the Disabilities Resource Center.

## VII. RESPONSIBILITY OF HANDLERS

All handlers are expected to abide by the following:

A. An approved Assistance Animal is only permitted in the student's residence hall as an approved accommodation from the Disabilities Resource Center and is not permitted in any other areas except as required for transportation off-campus or to eliminate waste. Assistance Animals are not permitted to accompany their handler to any other location(s) on campus where animals are not permitted.

B. Service Animals shall be under the control of their handler at all times. Assistance Animals shall be under the control of their handler at all times while the handler is present in the residence hall. Service and Assistance Animals must have a harness, leash or other tether, unless either the individual is unable because of a disability to use a harness, leash or other tether, or the use of a harness, leash or other tether would interfere with the Service Animal's safe, effective performance of work or tasks or the Assistance Animal's safe, effective provision of assistance in which case the animal must be otherwise under the handler's control (e.g., voice control, signals or other effective means).

C. Service or Assistance Animals may not be left overnight in College housing (without its handler) to be cared for by another student. Animals must be taken with the student if they leave for a prolonged period of time.

D. When the Assistance Animal's handler must leave the residence hall, it is the responsibility of the handler to ensure that that Assistance Animal is appropriately contained within the room and not able to leave the dorm room. In order to restrain the animal it is appropriate to use a cage, carrier, crate or other method for this purpose.

E. Other students and/or College Personnel are not responsible for the care or supervision of a Service or Assistance Animal.

F. Cleaning up after the Service or Assistance Animal is the sole responsibility of the handler. The person cleaning up after the Service Animal should: carry sufficient materials to clean up the animal's feces whenever the animal is on campus; properly dispose of any waste/litter; contact College Housekeeping at 215.248.7121 or housekeeping@chc.edu if arrangements must be made to assist with clean-up. Any cost incurred by College Housekeeping services for cleaning up after the Service Animal is the sole responsibility of the handler. The cleanliness and care of the Service Animal is the sole responsibility of its handler.

G. The College shall not charge a surcharge for the Service or Assistance Animal, even if people accompanied by pets are required to pay fees. If the College normally charges individuals for damages caused by a pet, an individual with a disability may also be charged for damage caused by the Service or Assistance Animal. The College will give priority consideration to the specific methods requested by a student, but cannot guarantee that a particular accommodation will be granted if the College determines it is not reasonable or that other suitable methods are available.

Failure to meet any of the above regulations will result in the removal of the Service or Assistance Animal.

## VIII. ACCEPTABLE INQUIRIES OF A PERSON USING A SERVICE ANIMAL

Federal law does not require the individual to provide documentation that the animal has been certified, trained or licensed as a Service Animal. In making a decision whether to permit accompaniment of a Service Animal, the College shall not ask about the nature or extent of a person's disability. The College may, however, ask the following two questions when the status of the dog or miniature horse as a Service Animal is not readily apparent:

A. Is the dog a Service Animal required because of a disability?

i. This is a "yes" or "no" question.

ii. If the answer to Question A is "yes", proceed by asking Question B.

iii. If the answer to Question A is "no" the animal would not be considered a Service Animal and would not be allowed on campus where animals are generally not permitted.

B. What work or task has the dog been trained to perform?

Specific questions related to the use of Service Animals at Chestnut Hill College can be directed to the Director of the Disability Resource Center via email to disabilities@chc.edu or by phone at 215.753.3655.

## IX. APPEALS PROCESS

Any person at Chestnut Hill College dissatisfied with a decision regarding a Service or Assistance Animal may appeal through the Director of the Disabilities Resource Center within 30 calendar days of the decision. A formal Letter of Appeal should be submitted to the Director of the Disability Resource Center containing the following:

A. Name and College ID number of appellant

B. Basis for the appeal

C. The remedy or relief sought

D. Any supporting information

Upon receipt of the Letter of Appeal, the Director of the Disability Resource Center will review the appeal, make a determination, and notify the student of the determination in writing within 10 business days of the receipt of the appeal. In the event that the Director of the Disability Resource Center made the decision that is being appealed, the Committee on Disabilities will review the appeal and make a determination.

## X. PUBLIC ETIQUETTE TOWARD SERVICE AND ASSISTANCE ANIMALS

All members of the College community are required to abide by the following practices:

A. Allow a Service Animal to accompany its handler at all times and in all places on campus, with exception only of other places which have been determined to pose a significant health or safety risk.

B. Allow an Assistance Animal to accompany its handler in their Residence Hall.

C. Do not touch or pet a Service or Assistance Animal unless invited to do so.

D. Do not feed a Service or Assistance Animal.

E. Do not separate or attempt to separate a Handler from their Service or Assistance Animal.

F. Do not inquire for details about the Handler's disabilities. The nature of a person's disability is a private matter. See Section VIII above regarding Acceptable Inquiries of a Person Using a Service Animal.

## XI. CONFLICTING HEALTH CONDITIONS

Individuals at Chestnut Hill College with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) and that would rise to the level of a disability as defined by the Americans with Disabilities Act (ADA) are asked to contact the Director of the Disabilities Resource Center if they have a health or safety related concern about exposure to a Service or Assistance Animal.

The Disabilities Resource Center will consider the conflicting needs and/or accommodations of all persons involved so as to provide reasonable accommodations to all individuals with disabilities at Chestnut Hill College. In the event that the decision made by the Director of the Disabilities Resource Center is not agreeable to all parties, individuals would have the ability to utilize the College's appeal process. All appeals are reviewed by the Committee on Disabilities.

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Student Employees** | |
| **Policy:** | **4.4** | |
| **Effective:** | **February 12, 2004**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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This policy applies to all 1) Federal Work-Study (FWS) **and** 2) all other student employees.

Timesheets

- All timesheets are to be completed and signed in ink.
- Timesheets are due to the student's supervisor the Friday before the payroll date.
- All timesheets for FWS and other student employees must be signed by the supervisor in ink and must be turned in to the Human Resources Office by the supervisor.
- **No timesheets will be accepted if turned in by the student.**

Hours

- FWS employees may not work more than 40 hours in any two-week payroll period.

**CHESTNUT HILL COLLEGE**

| | |
|---|---|
| **Subject:** | **Campus Crisis Management Plans and Security Alerts** |
| **Policy:** | **4.5** |
| **Effective:** | **July 1, 2012**<br>**Revised August 2018** |
| **Contact: VPSL** | |

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**GENERAL PROTOCOL FOR REPORTING EMERGENCIES**

In an emergency:

- Call Campus Security at ext. 7777 (from an on campus phone) or
- 215-242-7777 (from a cell phone or from off campus).
- Life threatening situations: call 911 (9911 from a campus phone) for Police/Fire/Emergency Medical Services

Important:
When calling 911 or Campus Security:

- Give your name, location and the nature of the emergency.
- Do not hang up until told so.

**General Evacuation Protocol**

1. Building evacuations will occur when an alarm sounds and/or upon notification by the Campus Emergency Alert System.
2. When the fire/evacuation alarm or the Emergency Alert System is activated during an emergency, leave by the nearest marked exit and alert others to do the same
3. Use stairs in case of fire and/or other emergencies. Do not use elevators.
4. Once outside proceed to a clear and safe area away from the building.
5. Keep driveways and walkways clear for emergency vehicles and personnel.

Important: do not return to an evacuated building unless told to do so by a College official.

**Fire Emergency Response Protocol**

***Preventing a Fire***

1. The College helps to prevent fires through the following methods:
   Tobacco use is prohibited within the campus boundaries, in all College buildings, at all College sponsored events, and in all College owned vehicles This is consistent with the Tobacco Free Campus Policy 2.13.

2. Fire alarms are tested on a regular basis.
3. Fire drills occur in the residence halls on a regular basis.
4. Fire safety inspections occur in the residence halls during all semester breaks.
5. Fire extinguishers are inspected on a monthly basis.

***Reporting a Fire***

1. Pull the nearest fire alarm on your way to an exit.
2. Do not attempt to fight the fire. Use extinguishers for personal safety.
3. Exit through the nearest door to the nearest assembly area outside the building.
4. Notify the Campus Security that you pulled the alarm and location.
5. Call ext. 7777 (from an on campus phone) or 215-242-7777 from cell or off-campus.

**Response to the Fire Alarm**

1. Evacuate the area.
2. Assist persons with physical or temporary disabilities with exiting the building. Move handicapped individuals to a stairwell and close all doors as you move to the first floor to keep fire out of the stairwell. Inform Campus Security if a handicapped person is in a stairwell. Emergency Response personnel will evacuate handicapped personnel in the stairwells.
3. If possible, persons exiting the building should close doors to the corridor as they exit the building.
4. Do not use elevators.
5. Leave the building by the closest exit.
6. Move to an external assembly area away from the building.
7. Do not return to an evacuated building until told to do so by a College official.

**Violent or Criminal Incident Response Protocol**

a. Everyone is asked to assist in making the campus a safe place by being alert to suspicious situations and promptly reporting them to Campus Security at ext. 7777 (from on campus phone) or 215-242-7777 (from a cell or off campus).
b. If you observe a criminal act or a suspicious person on campus, notify Campus Security immediately and report the incident, including the following information:

    a. Nature of incident
    b. Location of the incident
    c. Description of person(s) involved.
    d. Description of property involved.
    e. Type of weapon, if any.

    Note: If the incident poses a danger of death or bodily injury, call 911 first and provide the information listed above. After calling 911, please notify Campus Security.

a. Stay calm, do not be heroic.
b. Stay out of harm's way.
c. Run away from the area (if possible); do not run in a straight line.
d. Allow professionals to address the situation.

c. Assist the officers when they arrive by supplying them with any additional information.

**Bomb Threat Response Protocol**

1. If the threat is received by telephone, encourage the caller to talk. The person receiving the bomb threat should ask specific questions such as:

    a. When is the bomb going to explode?
    b. Where is the bomb located?
    c. What kind of bomb is it?
    d. What does the bomb look like?
    e. Why did you place the bomb?
    f. When appropriate, please use the Bomb Threat Checklist Form 5.20 to record pertinent information about the threat.

2. Keep talking to the caller as long as possible and record the following information:

    a. Time of call.
    b. Approximate age and gender of the caller.
    c. Speech pattern, accent or other distinguishing vocal traits.
    d. Emotional state of the caller.
    e. Background noises.
    f. When appropriate, please use the Bomb Threat Checklist Form 5.20 to record pertinent information about the caller.

3. If you are able to get the attention of another individual, ask them to call Campus Security while you keep the caller on the phone. Campus Security can be reached at ext. 7777 (from on campus phone) or 215-242-7777 from a cell or off campus.

4. If you are able to call yourself, contact Campus Security at ext. 7777 (from an on campus phone) or 215-242-7777 to inform them that a bomb threat has been received and (if known) inform Security of the location of the device.

    a. After the caller hangs up, do not hang up your phone but use another phone to call.

5. If a suspicious object or potential bomb are observed on campus, do not handle it! Clear the area and immediately notify Campus Security at ext. 7777 (from on campus phone) or 215-242-7777 (from a cell or off campus).

6. Do not return to an evacuated building until told to do so by a College official.

**Dangerous Person in a Building**

Everyone is asked to assist in making the campus a safe place by being alert to suspicious situations/persons and promptly reporting them to Campus Security at ext. 7777 (from an on campus phone) or 215-242-7777 (from a cell or off campus).

If you observe a dangerous or suspicious person on campus, notify Campus Security immediately and report the incident, including the following information:

a. Nature of the incident.
b. Location of the incident.
c. Description of person(s) involved.
d. Description of property involved.
e. Type of weapon, if any.

If the individual shows a weapon:

a. Stay calm, do not be heroic!
b. If not threatening, ask them to put down the weapon. Ask the nearest person to call 911 (9911 from an on campus phone).
c. If possible, notify Campus Security at ext. 7777 (from an on campus phone) or 215-242-7777 (from a cell or off campus).
d. If threatening, attempt to separate yourself and others from the individual. Do not attempt to confiscate the weapon.
e. Attempt to reason with the individual if necessary, but do not blame or threaten.
f. Try to calm the individual while calming and reassuring other persons involved.

If a weapon is suspected, but not visible:

a. Stop! Do not approach the individual; do not attempt to confiscate the weapon.
b. Call 911 (9911 from an on campus phone).
c. Notify Campus Security at ext. 7777 (from an on campus phone) or 215-242-7777 (from a cell or off campus).
d. If possible, clear the area

**Active Shooting in Building**

An active shooter is a person who appears to be actively engaged in killing or attempting to kill people in a populated area; in most cases active shooters use firearm(s) and there is no pattern or method to their selection of victims. These situations are dynamic and evolve rapidly, demanding immediate deployment of law enforcement resources to stop the shooting and mitigate harm to innocent victims.

In general, how you respond to an active shooter will be dictated by the specific circumstances of the encounter, bearing in mind there could be more than one shooter involved in the same situation. If you find yourself involved in an active shooter situation, try to remain calm and use these guidelines to help you plan a strategy for survival.

Whenever possible please use the following guidelines:

Notify Campus Security (215-242-7777 from a cell phone or off campus and ext. 7777 from any campus phone) immediately and report the incident, including the following information:

a. Nature of the incident.
b. Location of the incident.
c. Description of person(s) involved.
d. Description of property involved.
e. Type of weapon, if any.

Depending on the location of the shooter, the following is meant to serve as guidelines for response:

If an active shooter is outside your building, proceed to a room that can be locked, close and lock all the windows and doors, and turn off all the lights. If possible, get everyone down on the floor and ensure that no one is visible from outside the room. Call Campus Safety or 911 if possible. Remain in place until the police, or a campus administrator known to you, gives the "all clear." Unfamiliar voices may be the shooter attempting to lure victims from their safe space; do not respond to any voice commands until you can verify with certainty that they are being issued by a police officer.

If an active shooter is in the same building you are, determine if the room you are in can be locked and if so, follow the same procedure described above. If your room can't be locked, determine if there is a nearby location that can be reached safely and secured, or if you can safely exit the building. If you decide to move from your current location, be sure to follow the instructions outlined below.

If an active shooter enters your office or classroom, try to remain calm. Call Campus Safety or 911, if possible, and alert police to the shooter's location. If you can't speak, leave the line open so the dispatcher can listen to what is taking place. If there is no opportunity for escape or hiding, it might be possible to negotiate with the shooter; attempting to overpower the shooter with force should be considered as a very last resort. If the shooter leaves the area, proceed immediately to a safer place and do not touch anything that was in the vicinity of the shooter.

No matter what the circumstances, if you decide to flee during an active shooting situation, make sure you have an escape route and plan in mind. Do not attempt to carry anything while fleeing; move quickly, keep your hands visible, and follow the instructions of any police officers you may encounter. Do not attempt to remove injured people; instead, leave wounded victims where they are and notify authorities of their location as soon as possible.

**Shelter in Place**

Shelter in place is the action of seeking immediate shelter indoors, preferably in an interior area. Ideal features of a shelter in place area include:

a. A location with minimal windows or vents.
b. Adequate space for all individuals.
c. Hallways, conference rooms, restrooms and classrooms can all be utilized to shelter in place.
d. Depending on the nature of the incident, access to phone lines, cell phone service and/or internet is also desirable.

Shelter in place may be activated in the event of a hazardous material spill, tornado warning, shooting or act of terrorism. Please note that shelter in place may refer to short-term or long-term situations. At times, shelter in place may occur in a centralized area after an evacuation notice.

When sheltering in place:

a. Close all doors and windows.
b. If possible, close or seal air vents.
c. Close window shades, blinds or curtains.
d. If possible, seal gaps around doors and windows with wet towels and/or tape.
e. Move all occupants away from doors and windows.
f. Remain indoors until an all clear message is received from a campus administrator

**Hazardous Material Spills and Leaks**

A hazardous material incident may include, but is not necessarily limited to, a chemical fire, incompatible materials reaction, explosion, leak, spill and/or other release of toxic vapors or radiation which could threaten individuals and/or the environment. In the event of a hazardous material incident contact Campus Safety (215-242-7777 from a cell phone/outside phone or ext. 7777 from any campus phone). The person calling should provide the following information:

a. The exact location of the spill or leak.
b. The type of chemical/material.
c. The hazardous status of the chemical (ex. Hazardous, extremely hazardous, corrosive, toxic, etc.).
d. Estimated quantity of spilled chemical.
e. Time the spill occurred or was discovered.
f. Number of people (if any) who have been exposed to the chemical.
g. Status of individuals who have been exposed.

Campus Safety will call 911 to report the emergency. If necessary, the immediate area and/or campus will be evacuated following the evacuation protocol.

**Severe Weather Conditions**

If the National Weather Bureau is predicting flood, hurricane, tornadoes, or a severe winter storm, the Director of Facilities will maintain a check on weather conditions. While it is impossible to predict all weather conditions, the following can be used as a guideline in specific situations:

**Floods**
When flash floods are predicted, Facilities and Campus Safety will closely monitor the local forecast and the water level of the Wissahickon Creek. If the water level raises high enough to warrant evacuation of parking lots and/or buildings, the order to evacuate will be issued. Facilities and Campus Safety will work cooperatively if College vehicles or equipment need to be moved to a higher location.

**Hurricanes**
When hurricanes are predicted, Facilities and Campus Safety will closely monitor the local forecast. Hurricanes result in high winds and heavy rain; if water levels rise high enough to warrant evacuation and order to evacuate will be issued. Should a hurricane result in a power failure, the College will follow protocols for systems/power failures.

**Tornadoes**
If a tornado warning is in effect, Facilities and Campus Safety will stay alert to changing weather conditions. A tornado warning indicates that a tornado has been sighted; a tornado watch indicates that weather conditions are such that a tornado is possible. If a tornado is sighted in the local area, all individuals will be directed through the campus intercom system and text alert system to move to an interior hallway on the lowest floor possible, away from windows, glass and doors. Individuals who are outside should seek immediate shelter inside (if possible) or lay in a low-lying area until conditions pass. Do not go outside in the event of a tornado warning.

**Severe Winter Storms**
In the event of a severe winter storm, the College President, in consultation with the Vice President for Academic Affairs, will determine when to close the College. Should weather force the cancellation of classes, students will be notified through the College's website and on the School Closing Emergency Line (215-248-7009). Announcements will also be made on KYW News Radio, 1060 AM. The College's code numbers are as follows:

Day Classes 126
Evening Classes 2126
School of Continuing and Professional Studies 1094
School of Graduate Studies 2155

Please check for announcements prior to traveling to campus. Should a winter storm begin during normal business hours, the College will monitor local conditions and arrange for the College to dismiss early and/or cancel evening classes when appropriate.

The College encourages all employees to enroll in the Chestnut Hill College emergency notification service so that you can receive text, voice and e-mail messages in real time in the event of any emergency impacting the campus.

In the last several years, the College has used this service for several weather-related incidents, including hurricanes, an earthquake and blizzards. The emergency notification system is available to the College for use in any crisis or weather related event when prompt notification to employees might lessen the risk of damage or injury.

Because of government anti-spam laws, and because receipt of text messages and voice mails do incur charges for certain cell phone users, employees must actively enroll themselves in the service. The process to enroll is simple; go to the following link and follow the directions on that web page: http://www.chc.edu/emergency_notification_service/

**Civil Unrest**

Most campus demonstrations, marches, meetings and rallies tend to be peaceful and non-disruptive. A student demonstration should not be stopped unless one or more of the following conditions exist:

a. Inference with normal operations of the College.
b. Blocked access to offices, buildings or other College facilities.
c. Threat of physical harm to persons.
d. Threat of damage to College facilities.

If any of these conditions exist please notify Campus Safety. Depending on the nature of the demonstration, the following procedures should be followed:

**Peaceful, Non-Obstructive Demonstrations**
In the event of a peaceful, non-obstructive demonstration, the situation will be monitored. Should the situation change and become obstructive, please follow the protocol below.

**Non-violent, Disruptive Demonstrations**
In the event that a demonstration blocks access to College facilities or interferes with College operations:

- Demonstrators will be asked to terminate the disruptive activity by the Director of Campus Safety or a Campus Safety Shift Supervisor
- Key College personnel and student leaders will ask the demonstrators to desist.
- If demonstrators fail to desist, they will be informed that failure to terminate the activity may result in disciplinary action or police involvement.
- After consultation with the President, the police may be contacted if necessary.

**Violent, Disruptive Demonstrations**
In the event that a violent demonstration results in injury to persons or damage to College property,

the President and other College officials will be notified. The Director of Campus Safety will call the Philadelphia Police (if necessary). A campus alert will be issued which may call for evacuation or shelter in place.

**CHESTNUT HILL COLLEGE**

| | | |
|---|---|---|
| **Subject:** | **Parking** | |
| **Policy:** | **4.6** | |
| **Effective:** | **October 1, 2005**<br>**Reviewed August 2018** | **Contact: Chief of Staff** |

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All vehicles parked on campus must display a valid Chestnut Hill College parking permit and must be parked in the areas designated by the permit.

College employees, excluding student employees, are provided with a parking permit at no cost. Parking permits can be obtained online at http://chc.thepermitstore.com/

General rules and regulations for parking on campus can be found on the College's website at www.chc.edu/about-chc/parking. Employees should familiarize themselves with the parking rules and regulations.

Employees may park in any parking area on campus with the exception of areas reserved for green sticker parking, spaces reserved for admissions and other campus visitors (designated by signage and use of orange cones) and spaces designated for certain College senior administrators.

**Parking Violations**

Employees who are issued a parking violation are expected to pay the ticket within 10 days of issuance. Late fees will be applied for violations not paid within the time frame and parking violations that have not been paid within 30 days will be automatically deducted from the employee's next paycheck or in the case of a SSJ, a bill will be sent to their local house. Appeals may be filed with the Director of Campus Safety and Security, as outlined on the College's website.

Employees who park in a space reserved for persons with disabilities and do not have a current College issued permit to park in this area will be fined $200. This amount is payable immediately and no exceptions will be made.

Employees who park in restricted areas including, but not limited to green sticker parking and visitor /reserved spaces (including those marked with orange cones) will be fine $100. This amount is payable immediately and no exceptions will be made.

Should there be a conflict between parking violation amounts listed on the College's website and/or the actual parking ticket, the highest fee published will apply.

**Parking for Individuals with Disabilities**

Parking for individuals with disabilities is available on campus with a special permit. Permits can be obtained by submitting a request to the Director of Human Resources and should be accompanied by documentation of disability placard or license plate issued by the state and registered in the employee's name. All documentation must be current.

Some parking spaces on campus are designated as "van only" and are intended to provide adequate space for a van with a wheelchair lift to park and operate the wheelchair lift safely. These spaces may not be used for other purposes, including use by a car displaying a disability placard, license plate or permit.

Permits for employees with a temporary disability may apply for a temporary permit by providing the Director of Human Resources with documentation from a physician indicating the nature of the temporary disability and the period for which the temporary permit will be needed.

Parking for individuals with temporary disability permits is located in the lower parking lot adjacent to the security building. Security personnel can be contacted via the campus phone and will transport the employee from the lower lot. Whenever possible Security should be notified in advance that transportation from the lower lot will be needed.

**Special Parking Situations**

At times, employees may be expected to park off campus at alternative sites. The College will provide transportation to/from alternate sites. During these times, everyone should allow adequate time to ensure that he/she will arrive on campus for the start of the workday. Employees will be notified via their chc.edu email account and/or the campus voice mail distribution list when use of an alternate parking site is required.

**Carpooling**

Employees are encouraged to carpool to conserve resources and support the College Mission by supporting care for the environment. At times, the College may provide priority parking in spaces close to building entrances for employees who carpool.

**CHESTNUT HILL COLLEGE**

**Subject:** **Minors on Campus**

**Policy:** **4.7**

**Effective:** **December 3, 2012**
**Revised July 15, 2016**
**Revised August 2018**

**Contact: Chief of Staff**

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## PART I. PURPOSE AND SCOPE OF POLICY

### Purpose

This statement sets forth Chestnut Hill College's policy regarding children under the age of 18 (minors) who participate in the College's programs and activities, taking place on campus and in facilities or under the direction of the College at other locations. The College makes every effort to conduct its operations and maintain facilities consistent with its Mission. While there may be occasion when the presence of minors on campus may be appropriate, minors are not permitted to be unsupervised or unescorted on the College's campus at any time.

To promote the protection of minors, this policy describes the requirements of all employees, students, volunteers and others who interact with minors. Any College employee who suspects that a minor, who is on the College's campus for any reason or is participating in a College-sponsored activity at another location, has been the victim of child abuse shall immediately report the suspected abuse consistent with the College's Child Protective Services Policy 4.8.

### Scope

This policy applies to all employees and students of the College; campus visitors; volunteers; and individuals or organizations engaging in or conducting activities associated with the College or doing business at or with the College in which minors will be physically present and participating. Regardless of their physical location, College programs, including but not limited to athletic camps, academic programs, and student organizations that involve minors, fall within the scope of this policy. All College programs that involve minors, whether they are limited to daily activities or involve the housing of minors in residence halls fall within the scope of this policy.

This Policy does not apply to the following circumstances in which minors participate or are enrolled:

(1) The College's undergraduate and graduate academic programs;
(2) Research programs subject to the review and approval of an Institutional Review Board (IRB) sponsored by the College or authorized by the College to provide oversight concerning such research programs;

(3) Events on campus which are open to the general public and which minors attend escorted by and/or under the supervision of their parent(s) or legal guardian(s) (e.g., athletic events, open houses, musicals, Griffin Days, Quidditch, etc.);

(4) Recruiting visits by prospective student-athletes governed by the College Regulations, Policies & Procedures Related to Official Visits;

(5) Campus visits by prospective students during which the prospective students are not overnight guests at the College; and

(6) Such other similar, ongoing programs as may be designated from time to time by the appropriate Vice President in advance and in writing as exempted by the Policy.

Minors who are present on campus under any of these circumstances still shall be covered by the College's Reporting Obligations, set forth herein.

**DEFINITIONS**

The following words and phrases when used herein shall have the meanings given to them in this section unless clearly indicated otherwise:

**"Adult."** Any individual who is not a minor as defined herein.

**"Applicant."** An individual who applies for a position as an employee (as defined herein).

**"Campus."** The property owned by Chestnut Hill College located generally at 9601 Germantown Avenue and 9220-9250 Germantown Avenue, Philadelphia, PA 19118.

**"College."** Chestnut Hill College.

**"College Coordinator of Conferences and Events**." The College employee responsible for coordinating with Program Directors who are not College employees to ensure compliance with this Policy. The College Coordinator can be reached at 215.248.7030. (The College Coordinator of Conferences and Events shall be referred to herein as the "College Coordinator").

**"Employee."** Any individual who is employed by Chestnut Hill College. The term includes an independent contractor that has been hired or retained by Chestnut Hill College.

**"Minor."** Any individual who is not registered as a student at Chestnut Hill College and who is under the age of eighteen (18).

**"Sponsored Programs."** Programs, activities, and events conducted by or on behalf of the College, whether for academic, athletic, recreational, or other purposes and whether on or off College premises, that serve minors.

Sponsored programs do not include any College undergraduate or graduate academic programs in which minors are enrolled for academic credit, including but not limited to high school students enrolled in undergraduate academic programs, as well as events on campus that are open to the general public and which minors may attend at the discretion of their parent(s) or guardian(s). Outside entities that conduct or provide sponsored programs are required to comply with this Policy, and to demonstrate that appropriate screening and training in accordance with Parts II, III, IV and V of this Policy have been conducted prior to commencing services. Contracts with outside entities for such sponsored programs should make reference to this Policy.

**"Program Leader."** The College's point person for the program who manages or coordinates the program. This person is responsible for ensuring all the items on the checklist are carried out appropriately.

**"Supervising Adult."** An adult who interacts with, supervises, chaperones, accompanies (other than a parent or legal guardian) or otherwise oversees minors in programs or activities and/or residential facilities and who is responsible for that minor's conduct and safety while on campus, paid or unpaid.

**Policy Statement**

In order to promote the safety and general welfare of all minors who participate in programs at or sponsored by the College, whether on or off campus, it is the policy of the College that all such minors be reasonably and appropriately supervised by an authorized adult who complies with the following Code of Conduct and other requirements of this policy as set forth below:

**PART II. CODE OF CONDUCT**

Supervising adults are expected to be positive role models for minors, and act in a caring, honest, respectful and responsible manner that is consistent with the Mission of the College and the tradition of the Sisters of Saint Joseph. Supervising adults working in or with programs covered by this policy must conduct themselves in a manner consistent with the following expectations and to avoid conduct that could cause harm to minors as follows:

- DO NOT have one-on-one private contact with a minor. If an adult is interacting one-on-one with a minor, it shall be within view of other adults.

- DO NOT participate in a sleepover under the auspices of a camp/clinic except under the following limited circumstances:
  - where a parent or legal guardian of the minor is present; or
  - where a parent or legal guardian of the minor has given written consent, and there is at least one other adult present at all times, and the two adults remain in each other's presence at all times.

- DO NOT engage in abusive conduct, of any kind toward, or in the presence of, a minor.
- DO NOT strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.
- DO NOT engage in the use of alcohol or illegal drugs, or be under the influence of alcohol or drugs.
- DO NOT make pornography, in any form, available to minors or assist minors in any way in gaining access to pornography.
- DO NOT take photographs of minors unless prior written permission to do so has been obtained from the minor's parent or legal guardian.
- DO NOT engage in any illegal conduct.
- DO NOT engage in any sexual activity, make sexual comments, tell sexual jokes or share sexually explicit material with minors or assist in any way to provide access to such material.
- DO NOT meet with minors outside established times and locations for program activities.
- DO NOT engage or communicate with minors through email, text messages, social networking websites, internet chat rooms, or other forms of social media at any time except and unless there is an educational or programmatic purpose and the content of communication is consistent with the mission and goals of the program and the College.
- DO NOT touch minors in a manner that a reasonable person could interpret as inappropriate. Touching should generally only be in the open and in response to the minor's needs, for a purpose that is consistent with the program's mission and culture, and/or for a clear educational, developmental, or health-related (i.e., treatment of an injury) purpose. Any resistance from the minor should be respected.
- DO NOT share a bed or sleeping bag with a minor.
- DO NOT shower, bathe, or undress with or in the presence of a minor or be present in a communal bathroom at any time when a minor is showering or bathing.
- DO NOT possess or use any type of weapon or explosive device.
- DO NOT use a personal vehicle to pick up or drop off minors participating in the program unless the minor's parent or legal guardian has provided written permission.

**EACH ADULT SHALL:**

- DO supervise minors at all times while on College property, in College facilities, or while participating in a College-sponsored off-campus activity.

- DO have more than one authorized adult from the program present in the vehicle when transporting minors in a program, except when multiple minors will be in the vehicle at all times throughout the transportation.

- DO act in a manner that reflects positively on the College.

- DO entertain in age-appropriate forums and in places where minors will not be exposed to or pressured to engage in any illegal activity, including without limitation use of drugs and alcohol or sexual activity.

- DO abide by and enforce any applicable curfew.

- DO immediately notify Campus Security at **215.242.7777** if a minor is injured, missing or engaged in illegal or prohibited activity.

- DO REPORT CONCERNS AND SUSPICIONS of abuse, harassment or exploitation of minors by other minors participating in the program**.** During your contact with minors, you may notice signs of possible abuse or neglect. A minor may tell you something suggesting that he or she has been abused. You may witness someone engaging in behavior listed above. You need to take action and make a report if you reasonably suspect a minor may have been abused or neglected. You do not need definite proof. Resolve any doubts about reporting in favor of making a report.

To make a report, take the following steps:

- First, immediately report the information to the Department of Human Services ("DHS") toll-free ChildLine at (800) 932-0313. Within 48 hours of your oral report, you must follow up with a written report to DHS or the county agency assigned to the case. The written report should contain the information set forth on the attached reporting form, to the extent known. For your report, you are not expected to investigate or gather any information you do not already know. The role of investigation lies with DHS and/or law enforcement. Please follow the instructions provided to you by ChildLine for submitting a written report. If you need further information, contact information for DHS is available via http://www.dhs.pa.gov and for county agencies in Pennsylvania via http://www.pcya.org/Pages/ContactYourAgency.aspx.

- Second, immediately after your first notification to DHS, you must report the suspected child abuse to the College's Director of Security.

**Contact Information: Phone: (215) 242-7777/ email: tetip@chc.edu.**

Immediately discontinue additional and further activities on campus if and when any allegation of inappropriate conduct or other misbehavior has been made against said adult at such time that the allegation has been satisfactorily resolved.

**** If you see something, say something. Every member of the College community has an obligation to report immediately instances or suspected instances of the abuse of or inappropriate interactions with minors.**

The College reserves the right to take any action it believes is reasonably necessary to protect minors who are on the Campus for any reason.

The Director of Human Resources is authorized to ensure that the policy is applied in a consistent manner throughout the College.

**PART III. GENERAL REQUIREMENTS FOR SPONSORED PROGRAMS**

**A. Notice and Registration**

All sponsored programs must be registered with the Human Resources Office by submitting the Protecting Minors on Campus Program Approval and Registration Form 5.16 at least 60 days prior to the first scheduled date of participation by minors.

Information provided shall include:

(1) The College community member or third party responsible for the program or activity (Program Director);

(2) The dates and locations where minors will be participating;

(3) The general nature of the program or activities to be undertaken or offered;

(4) The names of all adults who will be participating directly with minors in the program or activity;

(5) The administrative requirements associated with the program or activity, including but not limited to waivers and permission slips to be obtained from the parents/legal guardians of participating minors and medical emergency forms; and

(6) The signatures of the Program Director, College Coordinator (as applicable), and the Vice President responsible for and approving the Program.

In the event the sponsored program involves the housing of minors in College residence halls overnight, the program leader of the sponsored program must provide participating minors with

personal safety information including how to contact Campus Safety Services while on campus. Additionally, Residence Life must be notified to ensure that all required forms are completed before minors are permitted to remain in the residence halls.

If any program involves the transportation of a minor, the program leader must contact in writing the Senior Vice President for Financial Affairs and Chief of Staff for prior approval. Such authorization will include, but may not be limited to, the written permission of a parent or legal guardian.

**B. License Agreement to Operate Programs on College Campus**

All third-party sponsors of programs must execute a College License Agreement for Programs and Activities prior to the commencement of the program. This agreement can be obtained from the College Coordinator. Third-party Program Directors are required to fully comply with all aspects of this policy before the College will enter into a license agreement regarding the program.

**C. Background Checks**

The Program Director, whether the program is sponsored by the College or a third party, is required to confirm that criminal background checks are conducted on all adults, including but not limited to authorized adults, faculty, staff, students and volunteers, who work with, instruct or otherwise have a significant likelihood of regular contact with minors, in the form of care, guidance, supervision or training, in connection with a program.

Examples of individuals who should obtain a criminal background check include, but are not limited to, supervisors of cafeteria facilities that the minors are expected to use, as well as any food service workers who may interact with minors outside of the presence of an authorized adult, Security Desk receptionists and Resident Advisors (if minors are expected to stay overnight in the College's residence halls), and athletic staff who are likely to come into contact with minors, such as coaches, trainers and lifeguards.

A successful background check will be required of each adult prior to his or her direct participation with minors in a program and at least once every four (4) years thereafter. The background check will be limited to criminal offenses, including, but not limited to, Child Abuse, for which an individual has been convicted, pled guilty to a felony or misdemeanor, or where such charges are currently pending.

The required background check includes the following forms:

(1) A Pennsylvania Child Abuse Clearance;
(2) A Pennsylvania Criminal Record Check Clearance;
(3) Federal Bureau of Investigation (FBI) criminal history;
(4) Corresponding clearances from the adult's state of residence, if not Pennsylvania; and
(5) Corresponding clearances from any state in which the candidate has lived in the last seven (7) years.

Instructions and/or forms for each of these types of background checks can be found at http://www.dhs.pa.gov/publications/findaform/childabusehistoryclearanceforms/index.htm
Unless directed otherwise by the Program Director, the above-referenced background requests may be accessed and completed directly by the adult online using the referenced website. The original background check results must be submitted to the Program Director; individuals may retain a copy of any background check for their own records.

It is the responsibility of the Program Director to ensure and certify that each participating adult has submitted the required background check request form and has subsequently received clearance to participate. A decision not to permit a College faculty or staff member, student, volunteer or other third party to participate in a program covered by this policy based on the results of a background check report will be made by the Program Director, in consultation with the College Coordinator, the Director for Human Resources (when College faculty or staff are involved), the appropriate Vice President(s), and/or others as necessary.

The Program Director shall reference Exhibit A to this policy in determining whether a background check is successful. Background check reports obtained pursuant to this policy will be used only for the purposes of this policy, except that the College reserves the right to take appropriate action with respect to employees who may have falsified or failed to disclose information material to their employment on employment applications uncovered as a result of the background check, including and up to immediate termination of employment. Copies of background check reports with respect to any adult participating in a program will be retained by the College's Human Resources (reports involving College faculty or staff), the Registrar (reports involving students) or the Program Director (reports involving any other third party or volunteer). All Program Directors who are not employees of the College should provide a copy of all background check reports to the College Coordinator prior to the commencement of any such Program.

Background checks must be completed and evaluated prior to the adult being deemed "authorized" to work with minors. Human Resources shall maintain a roster of College faculty, staff, and employees who have been cleared to participate and the dates on which a new background check will be required; the Registrar shall maintain such a roster for students. The Program Director will be required to see that criminal background checks are conducted on returning authorized adults every four (4) years.

Other programs at the College may require additional or more frequent background checks and certifications based on the nature of the program. Please refer to your specific program requirements for additional information.

**D. Training Requirements**

All program staff (paid and volunteers, including the College's student staff members) must receive training on the conduct requirements of this policy and on protecting minors from any form of abuse and on mandatory reporting of suspected child abuse. Human Resources will coordinate and facilitate training at the request of a sponsored program.

In recognition of the importance of protecting minors, the College requires that all adults working with minors in connection with a program, including but not limited to authorized adults, faculty, staff, students and volunteers, who work with, instruct or otherwise have a significant likelihood of regular contact with minors, in the form of care, guidance, supervision or training, be trained on protecting minors from abusive emotional and physical treatment, on appropriate conduct and reporting requirements, and, for College faculty, staff, students and volunteers, on this policy and the reporting requirements under this policy. The Program Director, whether the program is sponsored by the College or a third party, is required to confirm that all such adults receive such training. The examples set forth with respect to background checks apply equally to training.

In the event that such training is not provided and confirmed through a written agreement with the College by or through a third party responsible for any Program under this Policy, training for College faculty, staff, students and volunteers will be facilitated by Human Resources. College-based Program Directors should contact Human Resources to schedule all such training. This training shall be completed before an adult begins working with minors and annually, thereafter.

**E. Communication With and Documentation from Parents/Legal Guardians**

The Program Director is responsible for collecting contact information for the parent/legal guardian of every minor participating in a program, as well as for providing the parent/legal guardian with information on how to reach his or her minor in the event of an emergency. Authorized adults may not release a minor to anyone other than a custodial parent or legal guardian without written authorization from the parent/legal guardian that his or her child may be released to that individual.

For all programs, the parent/legal guardian of the minor will be required to execute a Parental/Legal Guardian Consent, Waiver and Indemnity Form 5.15 ("Consent Form"). The Program Director is responsible for obtaining and maintaining an executed Consent Forms for all minors participating in any program; all program directors who are not employees of the College should provide a copy of all such completed forms to the College Coordinator. A Parental/Legal Guardian Consent, Waiver and Indemnity Form 5.15 can be found in this Employee Manual.

**PART IV. UNAFFILIATED MINORS**

**A. General Rules for Unaffiliated Minors**

Minors are not allowed to visit the classrooms, labs, offices, resource centers or the library unless they are accompanied by a supervising adult and are on an official tour or official program or activity of the College. At no time other than the above cases are minors allowed in classrooms, labs, offices, resource centers, or the library during, before, or after regularly scheduled class time, even when attended by a parent or guardian.

Even when accompanied by a supervising adult, pre-high school age minors are prohibited from laboratories and other areas where significant potential safety hazards may exist.

Persons over the age of 18 who are not registered as students of Chestnut Hill College and who, because of certain developmental disabilities, require adult supervision for purposes of their own safety, are considered minors for purposes of this policy.

Childcare is not provided on campus for the minor children of employees, students, volunteers or visitors. Minor children may not be left unattended in any College building or anywhere on campus. No facility or office on campus is to be used in lieu of paid childcare or for unsupervised recreation for children.

Minors may not use the swimming pool facilities, fitness center, playing fields or any sport equipment unless their parents or legal guardians have signed the required Waiver and Release and the minor is using the facilities as part of a sponsored program or organized approved program by a third party at the College. Any minor using these facilities must be accompanied at all times by a supervising adult.

The College will require any minor and supervising adult who is causing a disturbance on campus or who is in violation of this policy to leave the campus immediately.

**B. Residence Halls**

The rules regarding overnight stays by minors in connection with third party programs or camps/clinics are more fully described below in Part V and VI.

The College permits overnight visits by prospective students, and therefore the prospective student must comply with all College rules and regulations including the policies contained in the sections "Overnight Guests" and "Visitation" in the Student Handbook. In addition to the policies referenced in the Student Handbook, a prospective student on an official athletic visit must also comply with the Athletics Department's policy on official visits by prospective students.

Minors who are not participating in a sponsored program, including siblings, relatives, and friends, who visit with a matriculated College student in a residence hall must also abide by all College rules and regulations including the all the policies contained in the sections "Overnight Guests" and "Visitation" in the Student Handbook.

Children are not allowed in high-risk areas under any circumstances such as laboratories, studios, mechanical rooms, garages, food preparation areas or any areas containing power tools or machinery with exposed moving parts.

**C. Minor Children of Employees**

Chestnut Hill College values family life and has worked to develop employment policies and benefits that are supportive of families. Children are welcome on campus when the purpose of their visit is to attend classes or to participate in activities specifically scheduled and designed for their benefit or for any public event held at the College. While we seek to provide an environment open to work and

family issues, the College cannot allow the presence of children (defined as persons below the age of 18 years old) in the workplace for the following reasons: (1) the potential for interruption of work; (2) health and safety concerns; and (3) liability to the College (4) confidentiality.

Please note that this section of the policy does not apply to minor children of employees attending any sponsored program or organized approved program by a third party at the College or attending any public events held at the College.

The College does not accept liability for injuries to children or visitors on College premises in violation of this policy.

**PART V. MINORS ATTENDING CAMPS/CLINICS BY OTHER ENTITIES APPROVED BY THE COLLEGE**

Parts V and VI of this policy applies to organized programs such as, camps, clinics and any other variety of organized programs offered by third parties who rent the College's campus facilities (hereinafter, "camps/clinics").

The camp/clinic personnel are responsible for the safety and conduct of the minors while on campus.

The camp/clinic personnel must follow the following guidelines for the ratio of supervising adults to minors.

| **Standard for resident camps/activities are:** | **Standard for day camps/activities are:** |
|---|---|
| One authorized adult for every five campers ages 4 and 5 | One authorized adult for every six campers ages 4 and 5 |
| One authorized adult for every six campers ages 6 to 8 | One authorized adult for every eight campers ages 6 to 8 |
| One authorized adult for every eight campers ages 9 to 14 | One authorized adult for every 10 campers ages 9 to 14 |
| One authorized adult for every 10 campers ages 15 to 17 | One authorized adult for every 12 campers ages 15 to 17 |

Minors may not enter or use areas of the campus which are not made available to the camp/clinic. Minors may not use College equipment unless the use has been pre-arranged by the camp/clinic and approved by the College prior to the camp/clinic.

If a minor stays overnight as part of a camp/clinic, the adult supervision must follow the guidelines for ratio of supervising adults versus minors for resident camps described above.

When the College leases space to a camp/clinic for an overnight event, the camp/clinic must obtain signed permission from the parent or legal guardian of each minor attending the camp/clinic which acknowledges that the College has no responsibility for the safety of their children during this event. The permission must be in a form acceptable to the College and it must release and hold harmless the College from any liability for injuries to the minor while he or she is participating in the camp/clinic.

## PART VI. REQUIREMENTS FOR CAMP/CLINIC PERSONNEL

All camp/clinic personnel who have direct contact with minors as part of their duties in connection with the camp/clinic, adults who stay overnight with minors as part of a camp/clinic, and/or volunteers at the camp/clinic (hereinafter collectively referred to as ("camp personnel"), are required to have successful criminal background checks including Pennsylvania Criminal Record Search, FBI Fingerprinting Check, and Pennsylvania Child Abuse Clearance.

The foregoing requirements apply to all camp personnel, whether they are employed by a camp/clinic which leases space from the College or whether they are employed by the College to work at a camp/clinic sponsored by the College.

A successful criminal and child abuse background check will be required of all camp personnel, prior to their direct participation with minors in a camp/clinic and at least once every five (5) years thereafter. Background checks may be conducted by an outside contractor, though certain background requests may be accessed directly by the individual (e.g., Pennsylvania Child Abuse History Clearance: www.dhs.pa.gov/publications/findaform/childabusehistoryclearanceforms/index.htm
It is the responsibility of the person in charge of the camp/clinic to assure that all camp personnel have submitted the required background check request forms, have applied for an official clearance statement, and have subsequently obtained the necessary clearances, prior to any participation in the camp/clinic.

Any camp/clinic renting space from the College must warrant and represent that it has conducted criminal background checks as stated above and obtained official child abuse clearance statements for each of its camp personnel and that it has no reason to believe that any of its camp personnel is a potential danger to minors.

The criminal background check will be limited to criminal offenses, including, but not limited to, child abuse, for which an individual has been convicted, has pled guilty to a felony or misdemeanor, or where such charges are currently pending. The College may accept successful documented background clearances from the governmental agencies (e.g., School Districts) that may have been completed within one (1) year of the start date of employment or participation with the camp/clinic.

A decision not to permit an individual to participate in a camp/clinic will be made by the College. Copies of all background check reports and clearance statements will be retained in the College's Department of Human Resources.

Any camp/clinic renting space from the College must carry sufficient insurance to indemnify and hold the College harmless from any claims which may result from an injury to those attending the camp/clinic, including minors. The amount of the insurance will be established at the time the contracts are signed. The insurance coverage must be sufficient to cover negligence and intentional torts including sexual misconduct toward a minor.

**Exhibit A**

A background check obtained pursuant to the Minors on Campus Policy shall be deemed unsuccessful in the event that any one of the following is revealed through an individual's background check:

1. The individual is named in the central register as the perpetrator of a founded report of child abuse committed within the preceding five (5) years.

2. The individual is named in the central register as the perpetrator of a founded report for a school employee committed within the preceding five (5) years.

3. The individual has been convicted of (or is currently charged with) one of the following offenses under Title 18 of the Pennsylvania Code (or an equivalent crime under Federal law or the law of another state):

(a) Chapter 25 (relating to criminal homicide);
(b) Section 2702 (relating to aggravated assault);
(c) Section 2709.1 (relating to stalking);
(d) Section 2901 (relating to kidnapping);
(e) Section 2902 (relating to unlawful restraint);
(f) Section 3121 (relating to rape);
(g) Section 3122.1 (relating to statutory sexual assault);
(h) Section 3123 (relating to involuntary deviate sexual intercourse);
(i) Section 3124.1 (relating to sexual assault);
(j) Section 3125 (relating to aggravated indecent assault);
(k) Section 3126 (relating to indecent assault);
(l) Section 3127 (relating to indecent exposure);
(m) Section 4302 (relating to incest);
(n) Section 4303 (relating to concealing death of child);
(o) Section 4304 (relating to endangering welfare of children);
(p) Section 4305 (relating to dealing in infant children);
(q) A felony offense under section 5902(b) (relating to prostitution and related offenses);
(r) Section 5903(c) or (d) (relating to obscene and other sexual materials and performances);
(s) Section 6301 (relating to corruption of minors);
(t) Section 6312 (relating to sexual abuse of children); or
(u) the attempt, solicitation or conspiracy to commit any of the offenses set forth in this paragraph.

4. The individual has been convicted of a felony offense under the act of April 14, 1972 (P.L. 233, No. 64), known as The Controlled Substance, Drug, Device and Cosmetic Act, committed within the preceding five (5) years.

Reference: 23 Pa. C.S. § 6344(c)

**CHESTNUT HILL COLLEGE**

**Subject:** **Child Protective Services**

**Policy:** **4.8**

**Effective:** **December 3, 2012** **Contact: VPSL**
**Revised May 18, 2015**
**Reviewed August 2018**

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**PART I. PURPOSE**

This policy is to educate Chestnut Hill College employees regarding the requirements under Pennsylvania law for reporting suspected cases of child abuse and, to both encourage more complete reporting of suspected child abuse and, to the extent permitted by law, assist law enforcement agencies in responding to child abuse.

This policy is not intended to replace procedures for responding to or reporting imminent danger to a child, an emergency or crime in progress. In the event of imminent danger to a child, an emergency or crime in progress, you should contact Campus Security at 215-242-7777 or the local police (911), and then follow the procedures for reporting suspected child abuse in this policy.

To the extent that any provision of this policy is determined to be inconsistent with the requirements of the Pennsylvania's Child Protective Services Law ("CPSL"), the requirements of the CPSL shall apply.

**PART II. DEFINITIONS**

The following words and phrases when used in connection with this policy shall have the meanings given to them herein unless clearly indicated otherwise:

**"Child Abuse."**

The term "Child Abuse" shall mean any of the following:

(a) Any recent act or failure to act by any adult which causes non-accidental serious physical injury to a minor.

(b) Any act or failure to act by any adult which causes non-accidental serious mental injury to or sexual abuse or exploitation of a minor.

(c) Any recent act, failure to act, or series or such acts or failures to act by any adult which creates an imminent risk of serious physical injury to or sexual abuse or exploitation of minor.

(d) Serious physical neglect to a minor by that minor's parent, guardian, or other person responsible for the welfare of that minor, which causes serious physical neglect constituting prolonged or repeated lack of supervision or the failure to provide the essentials of life, including adequate medical care, which endangers the minor's life or development or impairs the minor's functioning, provided such neglect is not solely the result of environmental factors that are beyond the control of the parent, guardian, or person responsible for the minor's welfare (such as inadequate housing, furnishings, income, clothing, and medical care).

**"College Administrator."** The Dean of Student Life shall serve as the College administrator.

**"Employee."** An individual who is employed by Chestnut Hill College. This term includes an independent contractor that has been hired or retained by Chestnut Hill College. This term excludes an individual who has no direct contact with students enrolled at Chestnut Hill College.

**"Minor."** Any individual who is under the age of 18, regardless of whether that individual is or is not a registered student at Chestnut Hill College.

**"Minor Student."** An individual who is under the age of 18 and who is a registered student at Chestnut Hill College.

**"Serious Bodily Injury."** Bodily injury that creates a substantial risk of death or which causes serious permanent disfigurement or protracted loss or impairment of function of any bodily member or organ.

**"Sexual Abuse or Exploitation."**

The term "Sexual Abuse or Exploitation" shall mean any of the following:

(a) The employment, use, persuasion, inducement, enticement, or coercion of a minor to engage in or assist another individual to engage in sexually explicit conduct.

(b) The employment, use, persuasion, inducement, enticement, or coercion of a minor to engage in the simulation of sexually explicit conduct for the purpose of producing visual depiction, including photographing, videotaping, computer depicting, and/or filming. Any of the following offenses committed against a minor:

(i) Rape.
(ii) Sexual assault.
(iii) Involuntary deviate sexual intercourse.
(iv) Aggravated indecent assault.
(v) Molestation.
(vi) Incest.
(vii) Indecent exposure.
(viii) Prostitution.

(ix) Sexual abuse.
(x) Sexual exploitation.

**PART III. WHO SHOULD REPORT?**

**The following members of the College community have a duty to report suspected child abuse, as outlined below:**

A. **Chestnut Hill College Employees** – All full-time, part-time and temporary faculty and staff who come into direct contact with a minor as part of their employment at Chestnut Hill College.
B. **Chestnut Hill College students and volunteers** – Those members of the Chestnut Hill College community who accept responsibility for a child as part of a program, activity or service sponsored by Chestnut Hill College. This includes all Chestnut Hill College students and volunteers, whether paid or unpaid, participating in service programs, athletic or other camp programs, outreach and enrichment programs, or other programs associated with Chestnut Hill College that involve contact with minors.
C. **Independent Contractors** – Those individuals who provide services at the College relating to the care, supervision, guidance or control of a child and who have direct contact with a child in such role.

In addition, to those members of the College community listed above, required to report suspected child abuse, any person may make such a report if that person has reasonable cause to suspect that a minor is or recently has been abused.

**PART IV. WHAT MUST I REPORT?**

In general, reportable child abuse encompasses intentional or reckless actions or omissions that cause, or are reasonably likely to cause: bodily injury, death or serious mental injuries to a child; sexual abuse/exploitation or serious physical neglect of a minor. Definitions of child abuse and sexual abuse/exploitation are found at the beginning of this policy.

When, in connection with your work or volunteer service for Chestnut Hill College, you reasonably suspect an act of child abuse, you must report it. You must report child abuse you actually know about, see or have a reasonable cause to suspect based on your own observations or knowledge, or based on information shared with you by the minor or any other individual about an identifiable minor.

**PART V. HOW DO I REPORT?**

If you see, know of suspected child abuse, you must act immediately by making a report to the appropriate state authorities. In deciding whether to report or not, you are not required to have proof that abuse has occurred. Any uncertainty in deciding to report suspected abuse should be resolved in favor of making a report.

To make a report, take the following steps:

- Immediately report the information to the Department of Human Services ("DHS") toll-free ChildLine at (800) 932-0313. Within 48 hours of your oral report, you must follow up with a written report to DHS or the county agency assigned to the case. The written report should contain the information set forth on the attached reporting form (link), to the extent known. For your report, you are not expected to investigate or gather any information you do not already know. The role of investigation lies with DHS and/or law enforcement.

- Immediately after your first notification to DHS, you must report the suspected child abuse to the College's Director of Security at (215) 753-3637; email tetip@chc.edu. If for some reason you are unable or prefer not to contact the Director of Security, contact the Director of Human Resources at (215) 248-7036; email doughertysb@chc.edu. The President of the College has designated these officials to receive these reports on behalf of the College.

  The designated official will then have the obligation to facilitate the cooperation of the College with the investigation of the report and maintain records of all reports made. You must also send a copy of the reporting form you submit to DHS to the Director of Security or the Director of Human Resources.

- If you are a College employee and also a certified medical professional or other licensed or certified professional with additional reporting obligations, you must comply with any concurrent obligation to directly report injuries caused by suspected child abuse to the local or state police.

- After you have finished making these reports, you are encouraged, but not required, to report the information to your immediate supervisor. For athletics staff, you are also encouraged to report the information to the Director of Athletics.

**PART VI. Prohibition on Discrimination or Retaliation in Employment**

Any person who makes a good faith report of child abuse may not be subjected to discharge from employment or employment discrimination or retaliation on the basis of such report. See also the College's Whistleblower Policy 2.19.

**PART VII. Penalties for Failure to Report**

Failure by any member of the Chestnut Hill College community to report any information related to suspected child abuse in accordance with this policy will result in disciplinary action up to and including termination for employees and dismissal of students. Pennsylvania law also imposes criminal penalties for a willful failure to comply with these state-mandated reporting requirements.

**CHESTNUT HILL COLLEGE**

**Subject:** **Gifts and Gratuities**

**Policy:** **4.9**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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**Policy Description**

In order to avoid a conflict of interest or the appearance of a conflict of interest, at no time should an employee solicit or accept gifts for personal gain or for the personal gain of others, from current or potential vendors, contractors or their agents, local businesses, College departments, or others with whom there is a potential or ongoing business or professional relationship.

Employees may accept ordinary business courtesies, such as payment for a modest meal or event, or gifts which are promotional items without significant value and which are distributed routinely. If the value of the gift exceeds $250.00, it should be returned.

**Application of This Policy**

Gratuities or gifts of money to the employee cannot be accepted at any time and should be returned immediately to the donor. All administrative and staff employees are required to complete the Annual Conflict of Interest Disclosure Form 5.7 each year and submit it to their supervisors.

All employees are responsible for becoming familiar with and adhering to this policy. In addition, supervisors are responsible for ensuring that this policy is known by their employees and that all employees are following it.

Employees who have questions regarding this policy or who are uncertain as to whether a conflict of interest exists should confer with their supervisors or the Director of Human Resources.

**CHESTNUT HILL COLLEGE**

**Subject:** **Policy on Policies**

**Policy:** **4.10**

**Effective:** **December 3, 2012** **Contact: Chief of Staff**
**Reviewed August 2018**

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## Purpose

This policy addresses the process for developing, issuing and maintaining all Chestnut Hill College policies.

## Definitions

**"Policies"** are guiding or governing principles, formally approved to provide assistance in the conduct of College affairs.

Policy:

- Is approved at the executive levels of the College (President, Cabinet) and/or the Board of Directors,
- Is a governing principle that mandates or constrains actions,
- Changes infrequently and sets a course for the foreseeable future,
- Helps insure compliance with applicable laws and regulations,
- Is intended to reduce institutional risk.

**"Procedures"** are specific, prescribed actions that describe a process and/or that provide for orderly implementation of established policies.

**"Academic Policies"** are policies which directly affect the pedagogical mission of the College. These include, but are not limited to, policies on admissions, registration and advising.

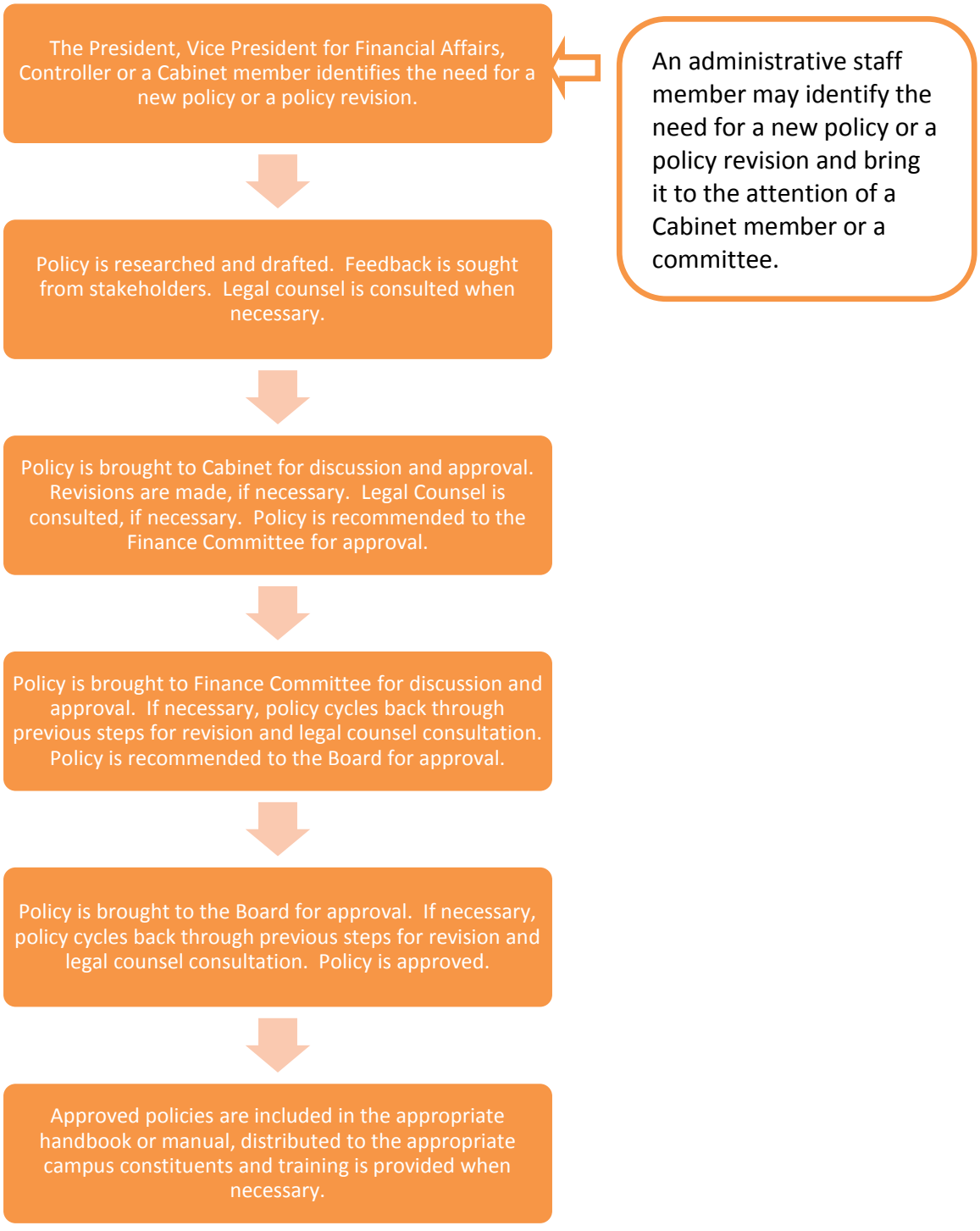
**"Administrative Policies"** are non-academic policies governing the operations of the College including, but not limited to, departmental policies such as human resources policies that apply to all employees and accounting policies.

**"Student Policies"** are policies which directly affect student life at the College and include, but are not limited to, policies on student behavior.

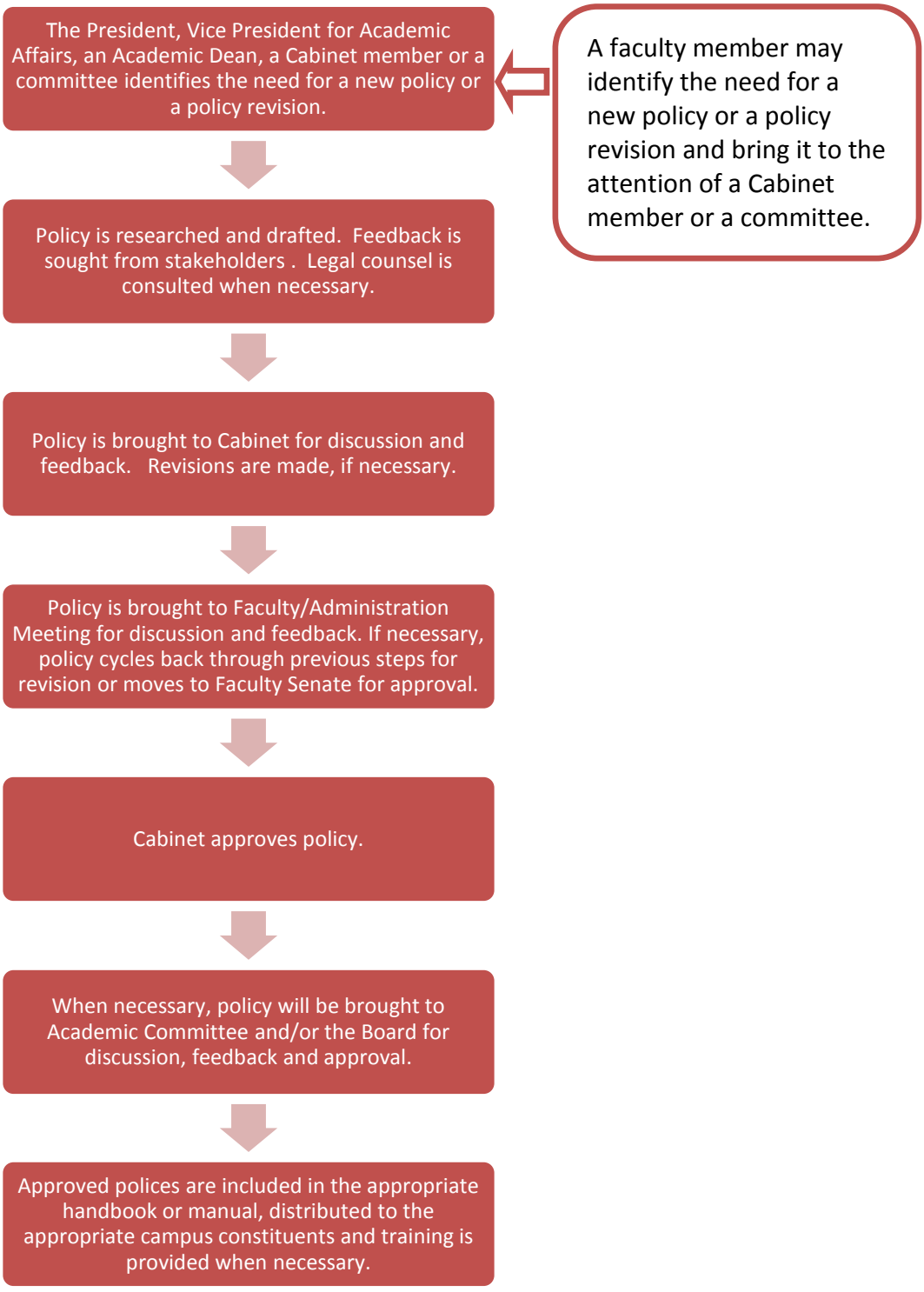
**"Policy Administrator"** is the Cabinet member whose area of responsibility covers the subject matter of the policy.

**Policy Development and Approval**

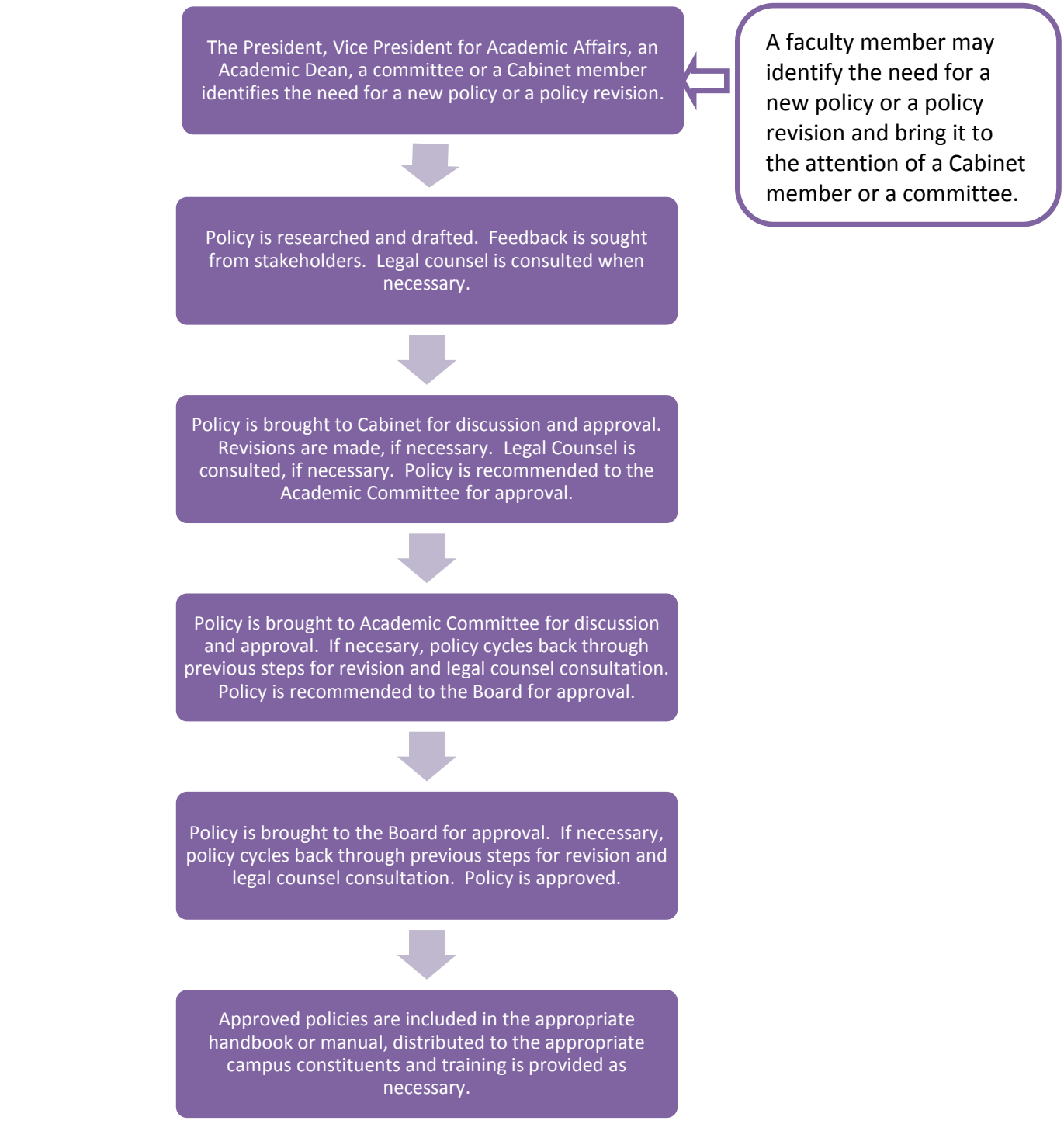
**ADMINISTRATIVE POLICY**



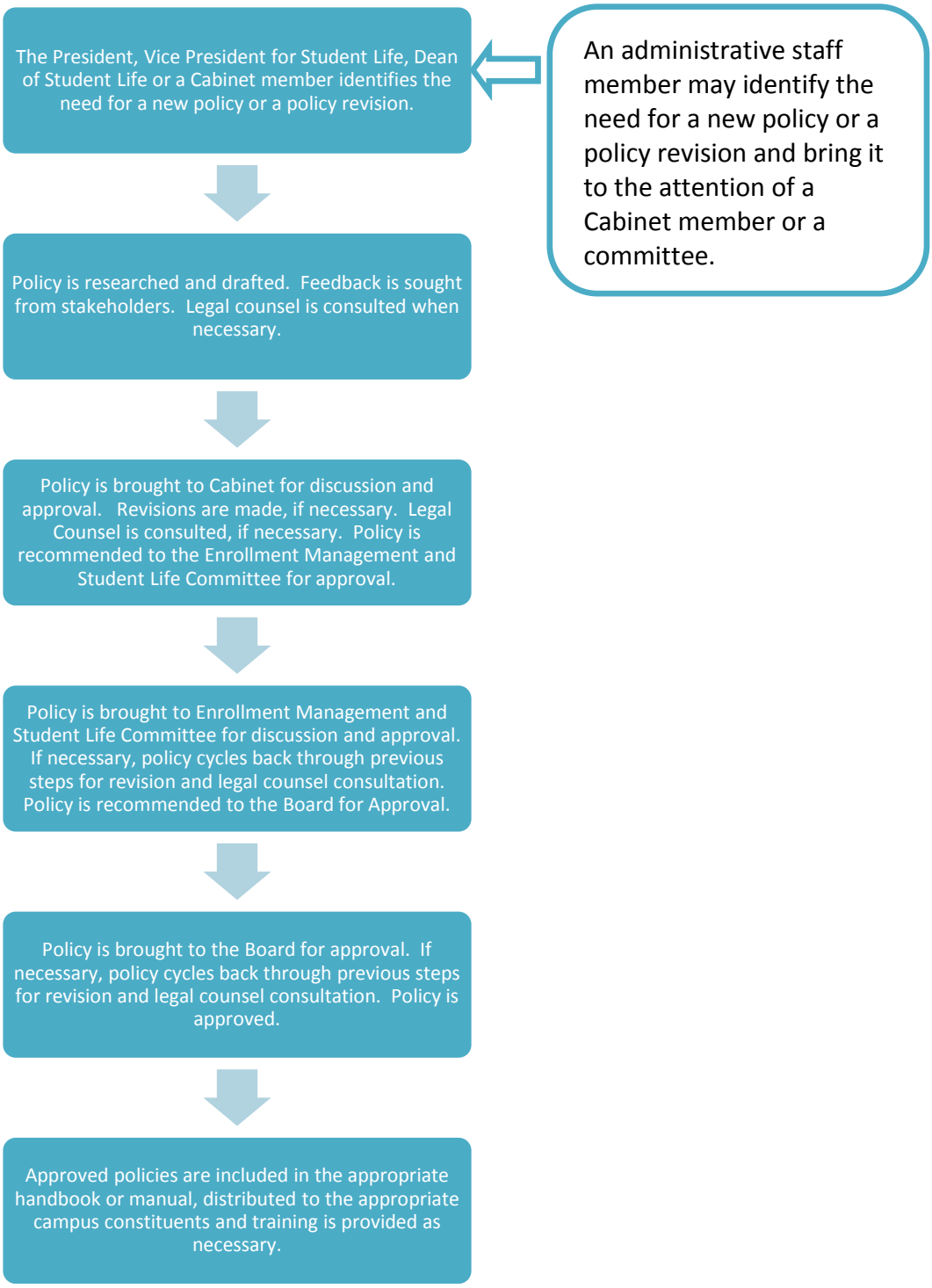
**ACADEMIC POLICY**



**FACULTY POLICY**



**STUDENT POLICY**



**Review of Policies**

In addition to the review and revisions of policies on an as needed basis, such as changes in applicable laws and regulations, members of the President's Cabinet will establish and administer a calendar for the regular review of all policies.

**Role of Policy Administrator**

The Policy Administrator will administer the policy and is generally the Vice President or other Senior Cabinet member for policies within his/her area of operations. The Executive Committee of the Board will be notified of the interim policy.

**Interim Policies**

The President, in collaboration with the Cabinet, can approve a policy for an interim period of up to six months in situations when a policy must be established in a time period too short to permit the completion of the process delineated in this policy. An interim policy will remain in effect for a maximum of six months from the date of issuance to allow for the completion of the process.

**Related Procedures and Guidelines**

Policies may be supplemented by procedures or guidelines that describe policy implementation practices. Members of the President's Cabinet may review procedures and guidelines to assure consistency with College policies.

**CHESTNUT HILL COLLEGE**

**Subject:** **Retention and Management of College Records**

**Policy:** **4.11**

**Effective:** **May 6, 2016** **Contact: Chief of Staff**
**Reviewed August 2018**

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## I. Purpose

The purpose of the Retention and Management of College Records Policy is to (1) establish an efficient College-wide record management system for maintaining, identifying, retrieving, preserving and destroying records, (2) ensure that records are adequately protected, (3) ensure that records that are no longer needed or of no value are destroyed at the appropriate time, and (4) comply with all applicable local, state, and federal laws and regulations.

## II. Scope

This policy applies to all records, regardless of format, whether in paper, electronic, microform (e.g., microfilm, microfiche, magnetic tapes, and CD-ROM), or other mediums.

## III. Applicability

All employees and/or non-employee representatives who conduct business for or on behalf of the College ("Applicable Members").

## IV. Definitions

A "record" is anything created in connection with College business that contains information in any medium (paper, electronic, video, etc.) in any form (handwritten, draft, etc.), created at any time and maintained at any location. It includes electronically stored information ("ESI"): emails, word processing documents, calendars, voice messages, instant messages, spreadsheets, videos, photographs and all other data in any other locations where ESI may be stored, such as a PC, laptop, PDA, flash drive, diskette, zip disk, compact disc, DVD, portable hard drive, smartphone, etc.

## V. Policy

### A. Retention Periods

- The following Record Retention Schedule is a table describing categories of records and providing a length of time for which the records should be kept.

- The Retention Schedule lists the most common records of the College. However, almost every department or office will have records requiring retention that are not on the

schedule. If there is confusion as to what the final disposition should be for a record that is not listed and is considered inactive, please contact the College's General Counsel.

- Department heads are responsible for identifying records that must be retained and implementing appropriate storage procedures. They also are responsible for identifying those records relevant to their area of responsibility that should be destroyed because the retention period has elapsed.

- Records which have historical, administrative or research value to the College and which are intended to be kept indefinitely are considered permanent or archival records.

**B. Record Storage and Accessibility**

- Active records (those frequently used by a department) should be stored in the applicable department in accordance with customary practices.

- Inactive records (those that have not been needed for more than a year but that may not be disposed of under the Record Retention Schedule) should be labeled and stored for the balance of the retention period set forth in the Record Retention Schedule. Each department may decide where to store such records.

- Records stored in the department must be protected against misuse, misplacement, damage, destruction, theft, or the inadvertent disclosure of confidential information.

- All records, whether active or inactive, must be easily retrievable for examination by authorized administrators, government or internal auditors, law enforcement agents, and other authorized individuals. Regardless of where Inactive records are stored, the department of origin is responsible for maintaining files or logs describing the contents of stored records and for retrieving records upon official request.

- Department heads, in consultation with IT personnel, are responsible for ensuring that electronic records are not rendered unusable because of changing technology or deterioration. Records in formats endangered by technology changes must be transferred to other formats in order to maintain accessibility.

**C. Disposal**

- At the end of the appropriate retention period, records, including ESI, not meant for permanent retention should be destroyed. Records that contain confidential

information (as described below) must be disposed of in accordance with the procedures that follow. Records that do not contain any confidential information may be disposed of utilizing general recycling practices.

- Department heads must maintain an inventory describing and documenting destroyed records by general category, as well as the date and method of destruction. The inventory of destroyed records itself must not contain confidential information. This inventory may be retained in paper or electronic format.

**D. Suspension of Disposal Process**

- Upon service of a subpoena, summons, or similar court order or notice, or upon learning of an internal or governmental investigation or audit, or if a claim is made, whether formal or informal, or a dispute arises, the Records Retention Schedule shall be suspended for those departments or persons affected.

- Affected individuals will be notified by the College's General Counsel of the need to preserve paper documents and ESI that may be relevant to an action mentioned above. In such case no records, including ESI, that are arguably relevant to the legal process, claim, dispute, investigation, or audit may be destroyed except by permission of the College's General Counsel. Employees must take all reasonable steps to preserve such records, including removing auto-delete functions, moving into a separate folder, and working with IT staff to ensure that the preservation has been set up properly.

- ESI must be preserved in its original electronic form so that it (and all information contained within it, whether visible or not) can be retrieved, if necessary, at a later time. It is not sufficient to make a hard copy of the ESI.

E. **Confidential Records**

- The following types of records must be kept strictly confidential (except that such records may be shared among appropriate College officials when necessary to perform the functions of their positions, and student records may be shared with College officials and others in accordance with the Family Educational Rights and Privacy Act:

➢ Individual employment records of current or former faculty members, administrators, other staff members or student employees, including records that concern hiring, appointment, promotion, salary, performance, termination or other

circumstances of employment, unless the faculty member, administrator, staff member, or student employee grants access in writing.

- Individual records of current and former students or applicants; Records that include:
  - Personally identifiable information ("PII") (including name, Social Security number, date of birth, driver's license number, alien registration number, passport number, employer identification number, student identification number or computer Internet Protocol address);
  - Medical or psychological treatment records or other health information (when stored electronically "ePHI");
  - Financial Information (such as W-2s, credit card numbers, bank account numbers, or other similar financial transaction information);
- Development information (anonymous donors, donation amounts, or related information)
- Other records where usage might constitute an invasion of privacy; and
- Records the use or confidentiality of which has been restricted by agreement/contract.

**F. Storage and Disposal of Confidential Records**

- ESI that contains PII, ePHI or other confidential information should never be stored in an unencrypted format. This includes on workstation hard disks, server storage, emails, flash/thumb drives, cloud services or any other location. Encryption type and implementation can vary based on the system that stores the information. If you are unsure of how to protect your confidential electronic data, please contact IT.

- Physical media that contains PII or other confidential data should be secured so that only authorized individuals can access the information. Media must never be left out (on a desk, bulletin board, mail slot, shared or unlocked cabinet, etc.) where it could be accessed by unauthorized individuals.

- Department heads responsible for the destruction of confidential records must assure that the method of destruction does not permit recovery, reconstruction, and future use of confidential information. An overview of these methods follows below:

- Paper records containing confidential information must be shredded or pulped, not simply thrown out with other classes of records or with miscellaneous trash. Any documents that are being temporarily stored awaiting destruction must be physically secured.

- Electronic or machine-readable records containing confidential information must either be physically destroyed or erased beyond recovery before being discarded or reused. Destruction of ESI should be accomplished through a certified vendor, which will provide detailed records of the media presented for destruction with date/time stamps as well as the method of destruction utilized to render ESI unreadable and unrestorable. Contact IT for help.

- Film, audio, and videotapes containing confidential information should also be physically destroyed, not simply thrown away. It is possible to overwrite audio and videotapes with other, non-confidential sound and images, but if this is done, it is recommended that it be done under the guidance of IT.

- Confidential records may be destroyed by an approved outside vendor.

- Personnel files of former workers should not be destroyed by individual departments; such records should be maintained in Human Resources when an employee departs from the College.

**RECORD RETENTION SCHEDULE**

**College-Wide Records[2]**

| Record Type | Required Retention Period |
|---|---|
| • Accreditation and Licensing Records | Permanent |
| • Brochures | 5 years from creation |
| • Official College Committee Records (Non-confidential) | Permanent |
| • Consultant Reports | 3 years from completion |
| • Correspondence or Emails of Particular Historical Value/Importance | 1 year; after 1 year archive |
| • Department Reports | Permanent |
| • Handbooks | Permanent |
| • Program Reviews | Permanent |
| • Self-Studies | Permanent |
| • Task Force Reports | Permanent |
| • Strategic Plans | Permanent |
| • Commencement Programs | Permanent |
| • General Meeting Minutes | Permanent |

**Governance[3]**

[2] This section is meant to apply to all Academic and Administrative Departments and Offices

[3]Maintained by the President's Office

| Record Type | Required Retention Period |
|---|---|
| • Board Documents & Committee Minutes | Permanent |
| • Bylaws, Amendments | Permanent |
| • Charter, Amendments | Permanent |

**Academic Affairs**

***Academic Departments***

| Record Type | Required Retention Period |
|---|---|
| • Academic Advising Records | 10 years from graduation or last date of attendance |
| • Academic Integrity Code | Until graduation or 5 years from date of last attendance if violation is noted on transcript |
| • Catalogs | Permanent |
| • Course Syllabi | 10 years from date of course's last offering |
| • Curriculum, Curriculum Proposals, & Curriculum Changes | 10 years |
| • Faculty Meeting Minutes | 10 years |
| • Policies and Procedures | 10 years |
| • Scholarship and Professional Papers | 10 years |
| • Articulation Agreements | 5 years from expiration of agreement |

***Academic Personnel***

| Record Type | Required Retention Period |
|---|---|
| • Faculty Committee Evaluation Reports | 15 years |
| • Faculty Handbook | Permanent |
| • Grievances | 6 years after separation |
| • Peer Review Documents | 6 years after separation |
| • Personnel Files, Appointment Letters & Forms | 10 years after separation (6 years for adjuncts) |
| • Tenure or Promotion and Salary Increases Records | 10 years after separation |
| • Former Faculty Records | 10 years after separation |

***Learning Support Services***

| Record Type | Required Retention Period |
|---|---|
| • Learning Support Records | 5 years from graduation or date of last attendance |

***Student Disability Services***

| Record Type | Required Retention Period |
|---|---|
| • Student Disability Records | 5 years from graduation or date of last attendance |

***Sponsored Research***

| Record Type | Required Retention Period |
|---|---|
| • Grant & Contract Applications, Proposals &Supporting Documents | 7 years after close of Grant (state); 3 years after close of Grant (federal) |
| • Human Subject Records | 3 years or Contract period, whichever is greater |

- Protocols and Related Documents — Permanent
- Scientific Records — 7 years

**Institutional Advancement**

| Record Type | Required Retention Period |
|---|---|
| Non-confidential Alumni Records | Permanent |
| Gift Records | Permanent |
| Original Gift Agreements | Permanent |
| Planned Gifts (trusts, life income, annuities & real estate gifts) | Permanent |
| Fundraising Solicitation Materials | 5 years |
| Annual Donor Reports | Permanent |
| Individual Donor Giving Files | Permanent |
| External Voluntary Report Files | 10 years from date of completion |
| Governmental and Community Relations Records (lobbying records, reports and correspondence with Government agencies) | Permanent |

**Athletics**

| Record Type | Required Retention Period |
|---|---|
| Athletic Contest Scores and Statistics | Permanent |
| Athletic Programs & Publications | Permanent |
| Drug Testing Consent Forms | 7 years |
| FERPA consents | 5 years from graduation or date of last attendance |

| Record Type | Required Retention Period |
|---|---|
| NCAA Eligibility | 10 years from graduation or date of last attendance |
| NCAA Infraction Files | 7 years or length of sanctions |
| Recruiting information | 5 years from graduation or date of last attendance |
| Student Files | 5 years from graduation or date of last attendance |
| Press Releases | Permanent |
| Contracts: Events, Facility Leases, Marketing Agreements | 6 years |
| NCAA Student Athlete Statements | 10 years |
| NCAA Certification/Accreditation | 10 years from the date of the past self-study |
| Student/Athlete Medical & Insurance Records | 5 years from graduation or last date of attendance |
| Insurance Policies | Permanent |
| Student Athlete Rosters | Permanent |

**Communication**

| Record Type | Required Retention Period |
|---|---|
| College Magazines | Permanent |

| | |
|---|---|
| • Alumni Newsletter | 5 years |
| • Alumni Directories | Permanent |
| • Consents for Photos & Videos | 5 years |
| • President's Reports | Permanent |
| • Press Releases | Permanent |
| • Publications and Articles about Staff and Students | Permanent |
| • Student Newspapers | Permanent |
| • Survey/Ranking Results | Permanent |

**Enrollment Management**[4]

***Admissions***

***Applicants who do not enroll*** *(*includes students who are admitted, waitlisted, denied, or did not complete an application)

| **Record Type** | **Required Retention Period** |
|---|---|
| • Applications for Admissions Or Readmissions | 3 years from start of application term |
| • Decision letters (template) | 3 years from start of application term |
| • Correspondence, (template) | 3 years from start of application term |
| • Financial support materials for International students | 5 years from start of application term |
| • Resume/list of activities | 3 years from start of application term |
| • Standardized Test Scores | 3 years from start of application term |
| • Transcripts | 3 years from start of application term |

| **Record Type** | **Required Retention Period** |
|---|---|
| • Viewbooks/brochures | 3 years from start of application term |
| • Copies of Advertising for Student Recruitment (templates) | 3 years from start of application term |
| • Minor Participation Consent & Release Forms | Permanent |
| • Participation Consent & Release Forms | 3 years |

***Applicants who do enroll***

| **Record Type** | **Required Retention Period** |
|---|---|
| • Applications for Admissions or Readmissions | 5 years from graduation or last date of attendance |

[4] To the extent record categories are not listed here, please use retention period set forth in American Association of Collegiate Registrars and Admissions Officers' Retention of Records: Guide for Retention and Disposal of Student Records.

| | |
|---|---|
| • Acceptance letters (electronic copies) | 15 years from date of admission |
| • Correspondence | 5 years from graduation or date of last attendance |
| • Financial Support Materials for International Students | 5 years from graduation or date of last attendance |
| • Standardized Test Scores | 5 years from graduation or date of last attendance |
| • Letters of Recommendation | 5 years from graduation or date of last attendance |
| • Transfer Students Previous Education and Training (transcripts) | 5 years from graduation or date of last attendance |

**Financial Aid**

| **Record Type** | **Required Retention Period** |
|---|---|
| • Financial Aid Awards | 5 years from graduation or date of last attendance |
| • Evidence of Non-discriminatory basis of awards | 3 years from graduation or date of last attendance |
| • Lender's Name and Address | 5 years from graduation or date of last attendance |
| • Job Placement | 5 years from graduation or date of last attendance |
| • Original Promissory Notes | life of the loan plus 4 years |
| • Repayment History | 5 years from graduation or date of last attendance |
| • Truth in Lending Disclosures for Private Loans (template plus proof of delivery) | life of the loan plus 4 years |
| • Perkins Loan Program | 3 years from graduation or date of last attendance |
| • FISAP | 3 years from end of award year in which report was filed |

**Student Billing Office**

| **Record Type** | **Required Retention Period** |
|---|---|
| • Cashier Records | 7 years |
| • Collection Paid in Full Files | 7 years |
| • Collection Write-off Files | Permanent |
| • Perkins Loan Paid in Full Files | 7 years |
| • Refund Information | 7 years |
| • Tuition and Fee Charges | 6 years |
| • Safe Counts | 7 years |
| • Virtual Merchant (credit card info) | 7 years |

**Registrar** [5]

| **Record Type** | **Required Retention Period** |
|---|---|
| • Academic Action Authorizations | 5 years from graduation |

[5] To the extent record categories are not listed here, please use retention period set forth in American Association of Collegiate Registrars and Admissions Officers' Retention of Records: Guide for Retention and Disposal of Student Records.

- Advanced Placement Credit Records — 5 years
- Master Calendar — Permanent
- Change of Course Forms — 1 years from change
- Change of Grade Forms — Permanent
- Change to SSN or Student ID Number — Permanent
- Curriculum Change Authorizations — 5 years from graduation or date of last attendance
- Degree, Applicant Grade, Enrollment & Racial/Ethnic Statistics — 10 years
- External Transcripts — 5 years from graduation or date of last attendance
- FERPA Consents and Disclosures — life of underlying record
- FERPA Requests to Review — life of underlying record
- Graduation Lists — Permanent
- Name Changes — Permanent
- Original Grade Sheets — Permanent
- Schedule of Classes (institutional) — Permanent
- Student Class Schedules — 1 year from graduation or date of last attendance
- Student Registration Forms — 5 years from registration
- Surveys Conducted by Registrar
  - External Data Requests — Permanent
  - Original Completed Surveys — 5 years from date administered
  - Survey Reports — Permanent
- Transcripts — Permanent
- Transcript Requests — 1 year from request date
- Transfer Credit Evaluation — 5 years from graduation or date of last attendance
- Master Calendar — Permanent
- Veteran Administration Certificates — 5 years from graduation or date of last attendance
- Withdrawal Authorizations/ Leaves of Absences — 5 years from authorization/implementation
- Foreign Student Records (F-1 visas) — 1 year following notification to INS that student is not pursuing full course of study or 3 years after student's date of last attendance whichever is later.

**Finance and Administration**

**Record Type** — **Required Retention Period**

***Controller's Office (Accounting & Payroll)***

- Account Reconciliations — 7 years
- Annual Audited Financial Statements — Permanent
- Audit Work Papers — 7 years
- Banking Records — 7 years
- Capital Equipment Reports — Permanent
- Deactivated Account Documents — 7 years
- Depreciation Records — Permanent
- Expenditures of Tax-Exempt Bonds — Permanent
- Final Fiscal Year Reports — Permanent

| | |
|---|---|
| • Grant-related Financial Records | 7 years after close of grant (state); 3 years after close of grant (federal) |
| • Inventories | 7 years |
| • Journal Entries and Back-up Documents | 7 years |
| • New Account Requests (endowments) | Permanent |
| • New Account Requests (grants) | life of the grant or property received |
| • New Account Requests (restricted funds) | 7 years |
| • Summary Analysis Reports (end of year) | 7 years |
| • Third Party Requested Reports | 7 years |
| • Trial Balances | Permanent |
| • Travel Reimbursements | 7 years |
| • Annual Payment Records (W2, 1099's) | 7 years |
| • Current Employee File Folders (W4's) | 5 years after employment ends |
| • Employer Copy of IRS Form W-2 | 10 years |
| • Imputed Income Records | 7 years |
| • Leave Reporting Documents | 5 years |
| • Payroll Deduction Authorization Forms | 5 years after employment ends |
| • Quarterly and Annual Tax Returns | 7 years |
| • Records of Payments and Deductions | 5 years |
| • Accounts Payable and Vouchers | 7 years |
| • Approval Signature Forms | Permanent |
| • Check/direct deposit Registers | 1 year |
| • Control Reports | 1 year |
| • Daily Balancing Reports | 1 year |
| • Direct Deposit Reports Sent to Bank | electronic – 1 month; paper – Permanent |
| • Direct Deposit sign-up Forms | Permanent |
| • Employee Reimbursements | 7 years |
| • Independent Contractor Check List | Permanent |
| • Invoices | 7 years |
| • Positive Pay File Sent to Bank | 1 month |
| • Purchase Orders | 7 years |
| • Requests for Payment | 7 years |
| • Vendor Profile Forms | Permanent |
| • W-9 Forms | Permanent |
| • Assets: Acquisition/Disposition Depreciation Schedules | Permanent |
| • Escheat Filing | 7 years |
| • Excise Tax Returns | 7 years |
| • Income Tax Returns (990) | 7 years |
| • Information Returns | 7 years |
| • Other Tax Returns (property, sales, etc.) | 7 years |
| • Bookstore Sale Data | 3 years |

| Record Type | Required Retention Period |
|---|---|
| ***Financial Affairs*** | |
| • Budget Reports | 7 years |
| • Fiscal Year Budget Detail | 7 years |
| • Financial Strategic Plans and Projections | Permanent |
| • Contracts | 5 years after expiration or termination |
| • Real Property Records | Permanent |
| • Title Insurance Policies | 10 years after disposal of property |
| • Lease Agreements | 7 years after expiration |
| • Land Surveys | Permanent |
| • Certificates of Insurance | 5 years after expiration |
| • Indemnification Agreements | 5 years after expiration |
| • Hold harmless Agreements | 5 years after expiration |
| • Claims Files | 7 years after claim closure |
| • Insurance Policies | Permanent |
| • Incident and Accident Reports | 5 years after report date |
| • Motor Vehicle Record Review and Consent Forms | 3 years after end of employment |
| • Volunteer Registration Forms, Participant Waivers & Agreements (events not involving Minors under 18) | 3 years after event date |
| • Volunteer Registration Forms, Participant Waivers & Agreements (events involving Minors under 18) | Permanent |
| • Workers' Comp Claims Files | 7 years after claim closure |
| • Construction Documents (As-built drawings) | Permanent |
| • Construction Contracts | 7 years after completion of project |
| • Asbestos Records | 30 years |
| • Ergonomic Reviews | 5 years |
| • Fire Department Inspections | 4 years |
| • OSHA Reports | 6 years |

**<u>Facilities</u>**

| Record Type | Required Retention Period |
|---|---|
| • Fire Protection Systems Record | 5 years |
| • Hazardous Waste Disposal Reports | Permanent |
| • Incident Reports | 5 years |
| • Internal Safety Reports | 5 years |
| • Operational Manuals | 5 years |
| • Portable Extinguisher Training Records | 3 years |
| • Radiation Dose Reports | Permanent |
| • Radiation Safety Training Reports | 3 years |
| • Testing Results (air quality, | 10 years |

mold, etc.)
- Training Records — 3 years

**Human Resources**

***Employee Information***

| Record Type | Required Retention Period |
|---|---|
| ADA Accommodation Requests | 3 years after separation |
| Applicant Files (resumes etc.) | 5 years from date of hire of successful candidate |
| Attendance Records | 3 years after separation |
| Employee Personnel files | 6 years after separation |
| Federal Reporting Requirements (welfare benefits, other fringe benefits) | Permanent |
| Fingerprint Reports | Permanent |
| FMLA – Leave Notices | 6 years after separation |
| Individual Contracts of Employment | 6 years after separation |
| I-9 forms (faculty, staff and students) | 3 years or 1 year after separation (whichever is later) |
| Leave Requests | 6 years |
| Occupational Injury Log | 6 years |
| Performance Evaluations | 6 years after separation |
| Search Committee Records | 3 years |
| Sexual harassment Complaints Investigations and Findings | 3 years after separation |
| Background Checks | 6 years after check |
| Employee Eligibility for Benefits | 6 years after death of eligible employee and beneficiary |
| Employee Personal Information | 6 years after death of eligible employee and beneficiary |
| Employee Service Records | 6 years after death of eligible employee and beneficiary |
| Plan Administrator Records | Permanent |
| Benefits Paid to Employees and their Beneficiaries | 6 years after death of eligible employee and beneficiary |
| Plan Documents and Amendments | Permanent |
| Tuition Reimbursement/Remission | 6 years after death of eligible employee and beneficiary |

***Equal Opportunity***

| Record Type | Required Retention Period |
|---|---|
| Complaint Case File/grievance | 6 years after separation |
| Documents Supporting Other Academic or Non-academic Selection Decisions (e.g. promotion, Termination, compensation) | 5 years from effective date of decision |

| | |
|---|---|
| • Names/demographic Data of those Interviewed | 5 years |

**LEGAL**

| Record Type | Required Retention Period |
|---|---|
| • Consent Orders | Permanent |
| • Contracts | 7 Years after expiration or termination |
| • Court Orders | Permanent |
| • Deposition Transcripts | 2 Years after final judgement |
| • Discovery Materials | 2 Years after final judgement |
| • Judgements | Permanent |
| • Releases | Permanent |
| • Settlements | Permanent |

**MISSION AND MINISTRY**

| Record Type | Required Retention Period |
|---|---|
| • Volunteer Registration Forms, Participant Waivers & Agreements (events not involving Minors under 18) | 3 Years after even date |
| • Volunteer Registration Forms, Participant Waivers & Agreements (events involving Minors under 18) | Permanent |

**Institutional Research**

| Record Type | Required Retention Period |
|---|---|
| • CATS electronic files | Permanent |
| • External Data Requests (electronic submissions) | Permanent |
| • External Date Requests (paper submissions) | 7 Years |
| • Focus Group Reports (paper and electronic) | Permanent |
| • Original Completed Surveys | 5 Years from the date administered |
| • Survey Reports (paper and electronic) | Permanent |

**PUBLIC SAFETY**

| Record Type | Required Retention Period |
|---|---|
| • Accident Reports | 5 Years after report date |
| • Audio/Video Footage | 30 days, unless it relates to an investigation, then 7 years |
| • Crime Reports | 7 Years after report date |
| • Property Damage Reports | 5 years after report date |
| • Clery Act Annual Security Reports | 7 years after report date |

- Fingerprint Logs — Permanent
- Statistical Backup for Clery Act Statistics — 7 Years after report date
- Parking Records — 7 years

**STUDENT LIFE**

| Record Type | Required Retention Period |
|---|---|
| • Alcohol and Drug Intervention Files | 5 Years from graduation or date of last attendance |
| • Applications and Interviews Associated with Various Clubs and Organizations | 2 Years |
| • Disciplinary Records | |
| ○ Final Sanction is Warning | Until graduation or permanent withdraw |
| ○ Final Sanction is Probation | 2 Years after graduation, permanent withdraw or after completion of sanction, whichever is longer |
| ○ Final Sanction is Suspension | 7 Years |
| ○ Final Sanction is Expulsion | Permanent |
| • Homeland Security Records for International Students | 5 Years after graduation or date of last attendance |
| • Letters of Recommendation | 1 year after graduation or date of last attendance |
| • Orientation Programs | 3 Years |

*Information pertaining to Clery Act reporting requirements shall be provided to the Department of Public Safety prior to destruction; Department of Public Safety shall retain such information for seven years from the report date.

- Student Government Records — Permanent
- Student Handbook — Permanent
- Student Health Center Treatment Records — 7 Years after graduation or date of last attendance
- Counseling Center Treatment Records — 4 Years after graduation or date of last attendance
- Yearbook — Permanent

**Event Planning and Facilities**

| Record Type | Required Retention Period |
|---|---|
| • Contracts for Rentals, 3rd Parties | 5 years after expiration or termination |
| • Summer program Waivers (not involving minors) | 4 years after end of program |
| • Summer Program Waivers and Parental Consents (programs involving minors) | Permanent |

**CHESTNUT HILL COLLEGE**

**Subject:** **Non-FMLA Medical Leave of Absence**

**Policy:** **4.12**

**Effective:** **March 31, 2017** **Contact: Chief of Staff**
**Revised August 2018**

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An employee with a serious medical condition as defined under the FMLA, who is in his or her first year of employment and has completed the initial employment review period, may request a leave of absence for a self-qualifying medical event. Employees may take leave up to six (6) weeks within their first 12 months of employment. Intermittent leave under non-FMLA is not permitted unless such leave has been approved as a reasonable disability-related accommodation pursuant to ADA.

If foreseeable, a request for a non-FMLA medical leave must be made in writing at least 30 days prior to the beginning of the leave, using the non-FMLA Leave of Absence Form 5.17, and submit to the Human Resources Office, either at HR@chc.edu or delivered in person. If this is not possible, the employee must give as much advance notice as practicable. The College requires certification from a healthcare provider for the employee's serious health condition. The employee must respond to the request for certification within 15 calendar days of the notice of eligibility. All medical certifications are submitted to the Human Resources Office. Failure to comply with the aforementioned requirements may result in denial of the leave.

An employee taking a non-FMLA medical leave must use accrued paid time off, if available, concurrently with an unpaid leave. Accruing time off ceases when an employee moves to an unpaid status. Accrued time off will restart upon the employee's return to work in accordance with College policies on vacation leave, sick leave and personal leave. While on an unpaid status, an employee is not eligible for holiday pay, nor will College-designated holidays extend the length of a non-FMLA medical leave of absence.

An employee taking a non-FMLA medical leave does not have job restoration rights. However, the College will reinstate the employee to the same position or to a positon with equivalent status, pay and benefits upon the employee's return to work. An employee who fails to return to work on the scheduled return date or who exceeds the leave without obtaining prior approval of an extension of leave may be subject to dismissal from employment.

Prior to returning to work, the employee must obtain a release from his or her healthcare provider confirming the release to return to work to perform regular job duties or to define any job restrictions. The release is provided to the Human Resources Office no later than the day the employee is scheduled to return to work.

While on a non-FMLA medical leave, the College will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to

work. The employee is responsible to continue to pay his/her portion of benefits made by payroll deductions if any portion of the leave is paid. Should an employee go to an unpaid status while on a non-FMLA medical leave, the College requires the employee to reimburse the amount it paid for the employee's health insurance premiums during the leave period. Furthermore, if the employee does not return to work, the College requires the employee to reimburse the amount it paid for the employee's health insurance premiums at the time the employee provides notice of resignation or the date the employee is required to return to work and does not return.

**CHESTNUT HILL COLLEGE**

**Subject:** **Personal Leave of Absence**

**Policy:** **4.13**

**Effective:** **March 31, 2017** **Contact: Chief of Staff**
**Reviewed August 2018**

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In an effort to recognize the need of employees who may require time off in addition to other types of leave, Chestnut Hill College may consider a personal leave of absence, with or without pay, for up to a maximum of 30 days within a 12-month period.

Employees employed for a minimum of one (1) year and who have acceptable job performance may request a personal leave of absence.

The College's ability to grant a personal leave will depend upon the ability of the department and the College to make adjustments that will ensure continuous functioning during the absence.

A personal leave of absence is not intended for the purpose of seeking or obtaining employment outside the College nor for the purpose of working for any other employer or for pursuing an independent business venture during the leave.

If foreseeable, a request for a personal leave of absence must be made in writing at least 30 calendar days before the beginning of the requested leave, if foreseeable. If this is not possible, the employee must give as much advance notice as possible.

Employees must submit in writing their request for a personal leave of absence and provide supporting documentation. All personal leave of absence requests should be submitted to his/her supervisor, signed by the department Vice President or Dean, and forwarded to the Human Resources Office.

All requests are approved or denied by the College President. Approval or denial will be provided in writing to the employee requesting the unpaid leave of absence.

The employee taking a personal leave of absence must use accrued paid time off prior to being eligible for unpaid leave. Once all accrued paid time off is used, the employee moves to an unpaid status and does not accrue paid time off. Accrued time off restarts upon the employee's return to work and in accordance with College policies on vacation leave, sick leave, and personal leave.

If applicable, the employee is responsible to continue to pay his/her portion of benefits made by payroll deductions if the personal leave is paid, or by making payment arrangements with the Human Resources Office, if the personal leave is unpaid. If the employee fails to pay his/her portion of

benefits within 30 days, the employee's benefit coverages will be terminated, and he/she will be offered COBRA continuation coverage.

If the employee returns to work in the same benefits plan year, he/she will be reinstated to benefits that were in effect prior to the unpaid personal leave of absence. If the employee returns to work in a new benefits plan year, he/she will be given the opportunity to re-elect benefits that were in effect at the time of the unpaid personal leave or make changes to reinstated elections.

Except as otherwise provided by law, time spent on an unpaid leave of absence will not be counted as time employed in determining the employee's eligibility for benefits that are based on length of employment.

Every attempt will be made to hold the employee's position available while on a personal leave of absence. Upon the end of the 30-day leave period, the employee may return to his/her former position if available. If the former position is not available, the employee will be provided an available position for which he/she is qualified. If the employee does not accept the available position, his/her employment will be terminated. The employee has no greater right to conditions of employment than if the employee had been continuously employed.

The employee is required to return to work on the originally scheduled return date. If the employee plans to return to work sooner than the expected return date, the employee must notify his/her supervisor at least one (1) week before returning to work. If the employee is unable to return on the scheduled return date, he/she must request an extension of the leave in writing at least one (1) week prior to the originally scheduled return date. Any employee who fails to return to work on the scheduled return date, or exceeds the leave without proper notification and approval, may be subject to dismissal from employment.

**CHESTNUT HILL COLLEGE**

**Subject:** **Contracts Guidance Policy**

**Policy:** **4.14**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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Chestnut Hill College has developed a formalized Contract Policy 4.15 that outlines who is an authorized signor and the activities required to obtain contracts.

**Policy:**

- Contract signing authority: the Vice President for Financial Affairs (VPFA) and the College President are the only employees authorized by the Board of Directors to execute contracts on behalf of the College.
- All contracts should be sent to the Vice President for Financial Affairs for review and approval. The General Counsel for the College is also involved in the contract review process.
- All contracts require review regardless of the dollar amount associated with the agreement.
- A Standard College Contract template exists for many standard campus activities. The development of agreements for real estate, insurance, software and networking, and contracted services for facilities and other work requires prior approval of the VPFA office.
- It is critical that a full review occur prior to negotiating and entering into a contract to ensure: (a) the College is limiting its liability by having legal counsel review, as necessary; (b) appropriate contract clauses are present; (c) the College has appropriate resources to satisfy the contract terms; (d) proper treatment for tax purposes; (e) protection of students' rights; (f) third party vendors have background checks, as appropriate, and (g) the contract does not represent a conflict of interest for the College.
- All contracts must be reviewed and signed before the commencement of services or the delivery of goods by the outside party.
- Negotiation of favorable pricing and competitive bidding:
    - When securing pricing for a contract arrangement, efforts should be made to secure favorable pricing for the College as part of the agreement negotiation process.
    - Under competitive bidding, multiple vendor pricing proposals, or bids, should be secured before selecting the final vendor. Except for renewal contracts, competitive bidding for goods and services is required for agreements with dollar values in excess of

$25,000; for major capital projects, competitive bidding is required for agreements with dollar values in excess of $100,000.

- If the outside party is expected to have any unsupervised contact with Chestnut Hill College students or minors, a current criminal background check is required or a College employee must be present during the course of the contract engagement.

**Contracts should be in place for the following activities but not limited to:**

- Facilities that are rented by the College or rented from the College including no fee, or $0, rentals;
- Professional services provided to the College or provided by the College, including consulting, speaking engagements, legal assistance, equipment, software maintenance, etc.;
- Leases of equipment;
- Exchange of goods or services involving or not involving money; and
- Grant agreements.

**For Templates and Instructions for Processing a Contract:**

- Consult the Contract Policy 4.15 for instructions on the processing of a contract.

**Questions and Contact Information:**

- Direct all questions regarding contracts to the College's General Counsel at 215.248.7026 or email abbottc@chc.edu

**CHESTNUT HILL COLLEGE**

**Subject:** **Contracts Policy**

**Policy:** **4.15**

**Effective:** **March 1, 2019** **Contact: Chief of Staff**

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Chestnut Hill College has developed this formalized Contract Policy that outlines who is an authorized signor of a contract and the activities required to obtain contracts.

**Timing for contract review and approval**

- Please allow adequate time in your planning process for contract review and approval. While unforeseen circumstances always exist, please plan to have your contract documents submitted for review ***no later than three (3) weeks prior*** to the date of the event or commencement of contract services.

**Instructions**

1. Before preparing a contract, determine if the vendor supplying the service is classified (per IRS standards) as an employee or a vendor. To correctly classify individuals, review and complete the Independent Contractor Checklist Form 5.24.
    - If the service being provided is deemed to be an employee, please contact the Director of Human Resources.
    - If the service being provided is deemed to be an Independent Contractor, then proceed as follows:
2. Definitions and Agreement Templates: Short-term engagements are defined as: presence on campus ***is three (3) or fewer*** **consecutive or non-consecutive days out of the year.** The following list of contract templates can be used for specific events defined as short-term engagements.
        - Guest Speaker Agreement Form 5.21
        - Guest Lecturer Agreement Form 5.22
        - Guest Artist Agreement Form 5.23 (Performers, including professional musicians and singers (single performers or part of an ensemble)

**College facility rentals** – please contact the Director of Special Events at 215.248.7146.

**Food/catering-related agreements** – the College's agreement with Chartwells does not allow outside vendors to bring food onto campus. Questions regarding these arrangements should be sent to the Vice President for Student Life.

3. **Long-Term Engagements are defined as**: presence on campus *is* ***more than three (3)*** **consecutive or non-consecutive days out of the year.** Please use the **Independent Contractor Agreement Form 5.25.**

4. **Protection of minors**: If the outside party is expected to have any unsupervised contact with Chestnut Hill College students or minors, it is imperative that the Chestnut Hill College department or office engaging the outside party confirms that either:
    - (a) the outside party has successfully completed a criminal background check within the last six months
    - (b) a College employee will be present to supervise at all times as per the scope of work defined in the contract.

5. **W-9 Form**: The IRS requires that the College have a completed W-9 form on file for each vendor where payments have been issued. This form also allows the Business Office to establish the vendor in the accounts payable system and assists in faster payment processing. College Policy requires that we update our system annually with a new W-9 form. If you are unsure if your vendor has a current W-9 form on file, please contact the Business Office for confirmation.

    *** Please note that this form may include someone's social security number on it. Therefore special care needs to be taken when transmitting and managing this confidential and sensitive information.

    - If the vendor is a non-US citizen, please contact Human Resources for assistance in completing the correct form.

**1. Approval process:**

- Complete the appropriate Chestnut Hill College approved contract template as defined above OR use vendor supplied contract
- If applicable, complete the **W-9 Form** *(obtained through the Controller's office)*
- Forward these documents to the vendor for their review, approval and signatures
- Once the vendor has completed the required information and returns it to you, forward the packet via PDF format to the Vice President for Financial Affairs (VPFA) and the College's General Counsel. If appropriate, please copy your supervisor on the email.

- Please use the name of vendor in the "subject line" of email.

The Vice President for Financial Affairs (VPFA) and the College's General Counsel will examine the documents submitted and will respond with questions as needed. Once the review has been completed, an authorized College administrator will sign the contract and return it to the requestor via email.

1. **Payment Initiation:**

    1. It is College procedure, and good business practice, that full payment for goods and services will only be made once the good has been delivered or the service has been received. Deposits are acceptable and should be outlined in the terms of the contract. In order to initiate a deposit or payment to the vendor, a Purchase Order (PO) will need to be completed and forwarded (along with the signed contract) to the Business Office for payment processing. The Business Office will not make payment to a vendor without proper signatures on the contract.

2. **Preferred Vendors:**

    - There are vendors in the community that engage with various departments across campus and do a significant volume of business with the Chestnut Hill College community. Therefore, the College is working on identifying these vendors to establish them as a Preferred Vendor. Using a preferred vendor would eliminate the need for each department to navigate the contract process noted above. Departments would conduct business with preferred vendors by using the PO process. If you identify a vendor that would fit this profile, please email the vendor contact information to the Vice President for Financial Affairs.

If you have questions or encounter an unusual contract situation, please send as much information as possible via email to the College's General Counsel at abbottc@chc.edu for review and further instructions.

**Subject:** **Communications and Marketing Policies and Procedures**
**Policy:** **4.16**

**Effective:** **March 1, 2019** **Contact: VPSE&C**

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**Overview**

These policies and procedures are designed to enhance Chestnut Hill College's image and message through a stronger and more defined relationship between the College's Communications and Marketing Department and its diverse audiences. The goal is to produce high-quality internal and external messages that are consistent with the Chestnut Hill College mission and core values, its brand and strategic priorities.

These policies/procedures are intended to:

- Maximize opportunities to enhance Chestnut Hill College visibility or stories
- Ensure all information is accurate and consistent with Chestnut Hill College design and editorial standards
- Provide centralized resources to assist all Chestnut Hill College schools, departments and programs
- Integrate efforts between the Communications and Marketing team and campus communicators to optimize creativity in design and message as well as to improve information flow, ensuring compliance
- Ensure Chestnut Hill College is efficiently leveraging its marketing and advertising investments at all levels and in all areas
- Make information flow more efficiently
- Reduce miscommunication

**Chestnut Hill College Communications and Marketing**

**Purpose**

The purpose of this policy and procedure is to establish the lines of responsibility for, and the standard of, Chestnut Hill College's branding, Communications and Marketing efforts. This policy and procedure applies to all Chestnut Hill College schools, departments, programs and budgetary units.

**Background**

Effective communications are central to any institution's success and Chestnut Hill College is no exception. Whether it is through paid advertising, media relations, brochures and other printed publications, promotional videos, TV commercials, web pages, social media, direct mail or other means, the consistent application of strategies to promote and protect the Chestnut Hill College brand is of vital importance to the College.

**Policy**

It is Chestnut Hill College's policy that the overall development and application of Communications and Marketing strategies throughout the College rest primarily with the Communications and Marketing Department. The Communications and Marketing team is charged with oversight for the development of Communications and Marketing strategies and for coordinating the external communications activities of the entire College.
All communications coming directly from the President's Office or of a controversial or sensitive nature will be the responsibility of the Assistant to the President and General Counsel. Under the direction of the Assistant to the President and General Counsel, the Communications and Marketing team will help with the coordination of such messaging.

All Chestnut Hill College external communications activities will be coordinated through, and approved by the Executive Director of Communications and Marketing. These institutional activities include, but are not limited to:

- Publications (including print and electronic publications)
- Logos and unit identity
- Advertising (the term advertising includes traditional media channels — TV, radio, billboard, magazine, newspaper, etc.), as well as marketing communications that utilize new media channels, including websites, email solicitations, product placement and other activities involved in marketing Chestnut Hill College
- General media relations (distribution of press releases, development of external newswires, faculty expert databases and all other activities related to media relations)
- Promotional videos
- Primary Chestnut Hill College web pages
- Emergency communications
- Market research
- Institutional social media

The Communications and Marketing Department assists all Chestnut Hill College communicators, including Chestnut Hill College administrators, faculty, staff and students, ensuring that the Chestnut Hill College image is accurately portrayed in news, promotional materials, activities and events. The Communications and Marketing Department will emphasize a collaborative approach throughout the College, guided by Chestnut Hill College Communications and Marketing Policies and Procedures, the Chestnut Hill College Brand Standards Style Guide and periodic meetings and communication to promote a spirit of intellectual and creative collaboration to optimize excellence and creativity in design and messaging, and compliance with policy.

All Chestnut Hill College schools, departments, programs, and/or budgetary unit employees and/or students responsible for marketing, publications or media relations are invited to participate on the Communications Committee as organized and facilitated by the Communications and Marketing Department.

**Chestnut Hill College Marketing**

The Communications and Marketing Department works in partnership with key Chestnut Hill College administrators and partners who have official responsibilities that include developing and managing marketing and sponsorship agreements and other contracts between Chestnut Hill College and external constituencies.

The Department utilizes a collaborative approach to maximizing Chestnut Hill College's messaging, image, financial resources and benefits in management of external marketing and sponsorship agreements and/or contracts. This approach also serves to minimize duplicate solicitations in the Chestnut Hill College community from external sources and maximize internal Chestnut Hill College cross marketing potential by:

- Evaluating the significant value to external entities in exposure, affiliation and relationship with Chestnut Hill College, and then reviewing and recommending sponsorship policies and prices accordingly
- Identifying sponsorship opportunities throughout Chestnut Hill College
- Coordinating the review of sponsorship solicitations
- Advising on current and potential sponsorship issues and opportunities, including preservation of Chestnut Hill College's image and reputation

All sponsorship programs offering corporate identification on Chestnut Hill College collateral materials, including print publications, online, video, clothing and other items, must adhere to Chestnut Hill College's Brand Standards. Chestnut Hill College branding must always be prominent and dominant, with sponsor identification having secondary position, usually in the form of the corporate sponsor's name. It is the policy of the Chestnut Hill College website to list corporate sponsors with a link to the partner's website.

On T-shirts and other garment tops, the Chestnut Hill College primary logo must always appear on the front of the garment. Corporate logos should be placed on the back, sleeve or lower front (below the Chestnut Hill College primary logo).

The Executive Director of Communications and Marketing in the Communications and Marketing Department is the contact person for inquiries related to corporate sponsorship.

**Chestnut Hill College Advertising Approval**

**Purpose**

The purpose of this policy and procedure is to designate approval procedures for all Chestnut Hill College advertising.

**Policy**

All Chestnut Hill College advertising (other than for personnel recruitment) placed on behalf of the Chestnut Hill College, and any entity therein, in any publication or electronic medium must be approved by the Communications and Marketing Department before being processed. The Executive Director of Communications and Marketing is Chestnut Hill College's point of contact for all advertising vendors.

**Paid Advertising**

All advertising purchased by any school, department, program and/or budgetary unit within Chestnut Hill

College, excluding personnel classified advertising, must be approved by the Executive Director of Communications and Marketing to ensure:

- Quality control, appropriateness and consistency of Chestnut Hill College messaging and image
- That Chestnut Hill College receives the most competitive rates possible for all Chestnut Hill College advertising purchases
- Internal communication and appropriate notice regarding messaging has occurred among all relevant parties

**External Advertising/Marketing/Creative Agencies**

When necessary, Chestnut Hill College will appoint external advertising agencies to provide professional advice and creative services for Chestnut Hill College branding campaigns and other key projects. All agency briefs are managed through the Communications and Marketing Department. No other Chestnut Hill College area may engage any advertising agency without the Executive Director of Communications and Marketing prior written approval.

**Chestnut Hill College Name, Seal and Logos**

**Purpose**

The purpose of this policy and procedure is to delineate the acceptable uses of the Chestnut Hill College seal and logos as defined in the Chestnut Hill College Brand Standards Style Guide.

**Policy**

It is Chestnut Hill College's policy that the development and application of Chestnut Hill College brand standards is determined by the Communications and Marketing Department as approved by the Office of the President. All Chestnut Hill College community members are required to use Chestnut Hill College logos, publication guidelines and graphic standards as outlined in the Chestnut Hill College Brand Standards Style Guide.

Chestnut Hill College's name, seal and logo are the official emblems and registered trademarks of Chestnut Hill College and may only be used for official Chestnut Hill College purposes. The Chestnut Hill College seal is reserved for use by the President's Office and is to appear only on official documents, high-end merchandise and other communications at the discretion of the President or the President's designee.

Chestnut Hill College's logos, along with accepted variations, are the primary graphic marks for Chestnut Hill College. The logos are designed to promote the Chestnut Hill College's visual identity and brand are to be used on all internal and external printed and electronic materials representing the Chestnut Hill College. While the logos must be used by all Chestnut Hill College schools, departments and programs, on all internal and external printed and electronic materials representing Chestnut Hill College (including letterhead, business cards, reports, magazines, newsletters, presentations, web pages, and temporary and permanent signage), the logos are not to be modified by changing the font, proportions, color or other design alteration.

The Chestnut Hill College logo use is not permitted in publications and displays that are not under the auspices or official sponsorship of Chestnut Hill College. Questions regarding use of the Chestnut Hill College logos in publications or displays should be addressed to the Executive Director of Communications and Marketing in the Communications and Marketing Department.

**Athletic Logo**

The athletic primary logo, the Griffin, may be used only by the Athletic Department, Campus Store or by special permission from the Communications and Marketing Department. It should not be used in place of, or alongside of, the Chestnut Hill College primary logo. The Griffin is a unique symbol for the College's athletic teams, and as such, should not be used to represent academic or administrative units of the College, nor by individuals employed by the College. Exceptions for athletic-related events must be approved by the Communications and Marketing Department.

**Chestnut Hill College Design — Publication of Promotional Materials**

**Purpose**
The purpose of this policy and procedure is to ensure high quality, visual consistency and a strong connection to the Chestnut Hill College brand across all promotional materials representing the Chestnut Hill College. The goals are to:

- Ensure the consistent application of strategies to promote and protect Chestnut Hill College's brand
- Ensure that Chestnut Hill College properly communicates with a consistent voice;
- Ensure all information follows Chestnut Hill College design and editorial standards;
- Provide centralized expertise and available resources to assist the Chestnut Hill College community
- Combine efforts of all Chestnut Hill College communicators and improve information flow and efficiency
- Ensure that Chestnut Hill College is efficiently leveraging its marketing and advertising investments
- Reduce internal and external miscommunication

**Policy**

All Chestnut Hill College image publications and external audience communications, including all student recruitment and fundraising publications, must be designed and produced and/or pre- approved (prior to production) by the Communications and Marketing Department. Chestnut Hill College schools, departments and programs preparing publications (newsletters, magazines, booklets, fliers, program brochures, posters, signs, etc.), advertisements (electronic and print), photographs, web pages and/or audio-visual presentations intended for an external audience should first contact the Communications and Marketing Department for guidance and assistance to ensure compliance with policy and procedure, and efficiency in the production process.

**Project Production**

The Communications and Marketing Department will review and authorize each design project in one of the following three ways:

- Insert the design project in the creative services production calendar and produce the design in- house
- Outsource the design project to an approved off-campus vendor for editorial, graphic and/or printing production

- Work closely with Chestnut Hill College communicators to complete the design project within Chestnut Hill College Brand Standards as determined by the Communications and Marketing Department.

Please note: The Communications and Marketing Department has responsibility for final approval of all text, messages, design, photographs, web page content and design, graphic representations and artwork for work it prepares, and for vendor-assigned work.

**Chestnut Hill College Brand Standards**

The Chestnut Hill College logo must be prominently displayed on all materials that represent Chestnut Hill College. Please refer to the Chestnut Hill College Brand Standards Style Guide to ensure compliance.

All department/program logos must be in the Chestnut Hill College branded template. Please contact the Communications and Marketing Department for assistance.

**Chestnut Hill College Public Relations and News Media**

**Purpose**

The purpose of this policy and procedure is to ensure the image of Chestnut Hill College, including its administrators, faculty, staff and students, is accurately portrayed in the public and news media, and to develop, using mass communications, public understanding of Chestnut Hill College programs, activities and events. This policy and procedure describes Chestnut Hill College's position with respect to interacting with news media representatives. For the purpose of this policy and procedure, news media shall refer to representatives of newspapers, magazines, newsletters, online publications, television and radio.

**Policy**

The Communications and Marketing Department provides assistance and counsel for all Chestnut Hill College communications and news media needs in support of and consistent with Chestnut Hill College's teaching and mission. The Communications and Marketing Department serves both the Chestnut Hill College community and the news media as the central resource and primary point of contact for all news media representatives.

As the primary liaison between members of the Chestnut Hill College community and the media, the Communications and Marketing Department shall provide the Chestnut Hill College community with the standards and direction associated with:

- External news
- Major news stories
- News releases
- Protocol in responding to news media inquiries
- Monitoring news media on campus and public information requests (further defined below)
- Provide information of public and media interest in a professionally prepared format to the news media, including: writing Chestnut Hill College news releases, Chestnut Hill College magazine stories, Chestnut Hill College campus announcements and media advisories regarding significant events and activities that

enhance the image of Chestnut Hill College, and are of interest to the Chestnut Hill College community and general public as determined by the Communications and Marketing Department.

- Maintain daily or biweekly updates of the Chestnut Hill College News website and social media platforms, contingent on the College calendar
- Track media mentions
- Advise and assist in media issues management, including news releases, media advisories, backgrounders, talking points, news conferences and media strategies
- As appropriate, arrange interviews with administrators, faculty, staff and students with representatives of the news media
- Assist media representatives in locating sources of information at Chestnut Hill College
- Provide media coaching for administrators, faculty, staff and students in preparation for publicity, such as interviews
- Maintain current media contact lists

**External News**

The Communications and Marketing Department is responsible for disseminating all news releases, media advisories and other Chestnut Hill College information to media outlets and will otherwise make all media contacts for Chestnut Hill College.

Any questions regarding media contacts or coverage should be directed to the Executive Director of Communications and Marketing in the Communications and Marketing Department. Written communications with media must conform to Associated Press (AP) style and accepted journalistic standards. The Communications and Marketing Department will review publications and web content for appropriate news, newsworthiness and/or design standards, and work with appropriate Chestnut Hill College communicators and community members on revisions or concerns.

**Major News Stories**

News of major importance must be identified by Chestnut Hill College community members and planned in conjunction with the Communications and Marketing Department well in advance (embargoes can be established or confidentiality ensured for sensitive topics or when external partners are involved) so that senior administrators can be included, informed and quoted as needed, and announcements planned for major impact.

Chestnut Hill College schools, departments, programs and budgetary units are asked not to send information or releases separately to media.

**News Releases**

All externally targeted news releases (including media advisories and news events) are requested to route through the Communications and Marketing Department. As the central resource and primary contact with the media, the Communications and Marketing Department reserves the right to review all news content to determine newsworthiness and to edit news items for style requirements. The Communications and Marketing Department will determine, with input from the involved Chestnut Hill College communicators and community

members, the best and most appropriate approach (whether news release, media advisory or campus announcement) through which Chestnut Hill College news shall be released to the news media.

**News Releases:** The Communications and Marketing Department issues a news release when a Chestnut Hill College administrator, faculty member, staff member or student has a major research, funding or other newsworthy announcement that will enhance the Chestnut Hill College's image. News releases are posted on the Chestnut Hill College website and sent via email to news media at the discretion of the Communications and Marketing Department.

A standard paragraph about the Chestnut Hill College and its mission will be added to all external news releases sent to the news media via email or distributed at a news event such as a news conference and/or announcement.

The Communications and Marketing Department staff will provide assistance in planning events, such as news conferences and/or announcements.

The Communications and Marketing Department staff will send out media announcements in advance of the news conference and/or announcement and prepare, as appropriate, hard copies of news releases and background materials for the event.

The Communications and Marketing Department staff will also, as appropriate, send out news releases via email following the news conference and/or announcement.

**Media Advisories**

The Communications and Marketing Department shall issue a media advisory at the request of a Chestnut Hill College administrator, faculty, staff or student to announce an upcoming event or happening (including news conferences, conferences, seminars) consistent with Chestnut Hill College positioning, branding and strategic priorities as determined by the Communications and Marketing Department. Media advisories are sent via email to the news media and are not generally highlighted on the Chestnut Hill College website until the appropriate time.

**Campus Announcements**

The Communications and Marketing Department shall issue a campus announcement via the Chestnut Hill College website at the request of a Chestnut Hill College administrator, faculty, staff or student to announce an event or happening that affects the Chestnut Hill College community and is generally open to the public (including non-research-related events). Campus announcements are posted on the Chestnut Hill College News website and are not generally sent to media.

**News Media on Campus or on Chestnut Hill College Property**

While on Chestnut Hill College property, news media representatives should, if necessary and appropriate, be accompanied by a Communications and Marketing Department staff member or Chestnut Hill College communicator designated by the Communications and Marketing Department. If not previously contacted, the Communications and Marketing Department should be notified of news media representatives visiting the Chestnut Hill College campus by all Chestnut Hill College employees involved and/or approached by the visiting news media as early as possible.

**Responding to Media Inquiries**

The Assistant to the President and General Counsel serves as the official spokesperson for Chestnut Hill College and conveys the official College position on issues of general college-wide impact or significance, or of a controversial or sensitive nature. Inquiries from the media regarding such issues should be immediately referred to the Assistant to the President and General Counsel. In addition, the President may designate another College representative to serve as a spokesperson when appropriate. The Communications and Marketing Department prefers to arrange media interviews with Chestnut Hill College administrators, faculty, staff and students through its office due to media deadlines. This ensures Chestnut Hill College not only serves as a valuable source, but also meets media deadlines for stories, delivering excellent service in support of the working press.

**When a Reporter Calls**

Guidelines for communicating with the media when issues are non-controversial and limited to the faculty or staff member's area of expertise:

- Obtain the name of the person calling, the media organization, all contact information, and, if available, the anticipated time of release of information in print or broadcast.
- Notify the Communications and Marketing Department with applicable information.
- Return all inquiries as soon as possible. Media outlets are working on tight deadlines and will seek another source if calls are not returned.
- Do not feel compelled to conduct a phone interview or in-person interview. If you would like to think before answering, ask the reporter to email specific questions. In most instances, this will be acceptable to the reporter if you are providing information in a timely manner.
- Consult with the Communications and Marketing Department prior to answering any inquiries. We are here to help.
- Answer only the questions that are asked. Do not elaborate.
- Do not speculate. It is okay not to know the answer to a question. Avoid "no comment," as it has a negative connotation.
- Make sure the reporter understands your answers. In many cases, you are the expert educating the reporter, and in turn, the media outlet's audience.
- Remember you are representing Chestnut Hill College. Personal opinions should be clearly and carefully identified as such.
- There is no such thing as "off the record." Expect that anything you say to a reporter will be printed.
- Provide your best contact information for follow-up questions.
- Issues that should not be discussed with reporters include legal issues, personnel issues, matters of College integrity, campus crises or emergency situations. Refer all such inquiries of a sensitive nature to the Assistant to the President and General Counsel.

- Any inquiries involving specific students are subject to FERPA regulations and should be directed to the Communications and Marketing Department.
- Any inquiries involving specific faculty or staff members should be directed to the Communications and Marketing Department.

**Faculty Experts**

Chestnut Hill College recognizes that faculty may respond to media inquiries directly on matters related to their professional expertise.

Faculty who respond to media inquiries on matters related to their professional expertise and/or on matters of public concern are asked to share, via email or phone call, a brief communication to the Executive Director of Communications and Marketing since the Communications and Marketing Department tracks and reports all media coverage of the Chestnut Hill College.

Should faculty members need assistance or advice in responding to an inquiry, they should immediately contact the Communications and Marketing Department prior to responding. The Communications and Marketing Department is pleased to provide assistance in responding to any media inquiry.

**Professional Public Appearances/Publications**

Chestnut Hill College faculty and staff involved in professional activities such as an appearance at a conference or as a witness to provide expert testimony, or publication of a professional paper or study, should notify the Communications and Marketing Department a minimum of one week prior to the scheduled professional activity to ensure appropriate and timely release of information to the media.

**Incidents or Sensitive Issues**

Chestnut Hill College incidents or stories that may lead to negative perceptions or publicity must be conveyed to the Communications and Marketing Department as early as possible so facts can be gathered and timely responses can be made.

**Government Relations**

Members of the Chestnut Hill College community conveying Chestnut Hill College-related information to lawmakers, policymakers and business leaders should first contact the Communications and Marketing Department, which can facilitate communication efforts and help with protocol. This includes invitations to — and communication about — college events, programs and tours to ensure the most effective communication possible with these critical constituents.

**Chestnut Hill College Web Standards**

**Purpose**

The purpose of this policy and procedure is to describe specific visual and information elements and their usage that are required for all official Chestnut Hill College web pages, as well as internet communications and applications required for all official Chestnut Hill College web pages. All publicly accessible Chestnut Hill College web pages must adhere to the requirements below, including web pages directly related to Chestnut Hill College business and academic activities.

**Policy**

The Chestnut Hill College Web Standards described herein apply to all Chestnut Hill College web pages and web-based services that use Chestnut Hill College web services. The Chestnut Hill College Web Standards are intended to promote a strong and consistent Chestnut Hill College brand, in conjunction with a clear and accessible interface for those accessing information about the Chestnut Hill College via the web. Each Chestnut Hill College website document is part of the Chestnut Hill College's public presentation, and should be written and edited with the same care and diligence that one would apply to a Chestnut Hill College print publication. All Chestnut Hill College websites shall comply with both Chestnut Hill College Web Standards and Section 508 accessibility standards as follows:

**Domain Names**

Chestnut Hill College websites must have domain names within the Chestnut Hill College.edu domain, such as Chestnut Hill College.edu/admissions. External domain names shall not host a Chestnut Hill College site or redirect to a Chestnut Hill College.edu-based URL unless there is a valid marketing reason for doing so. In those rare cases, use of an external domain name must be approved by the Communications and Marketing Department. All domain names are subject to approval by the Executive Director of Communications and Marketing in the Communications and Marketing Department.

**Design**

Chestnut Hill College websites must use the Chestnut Hill College's Content Management System (CMS) and one of the Chestnut Hill College-approved web templates. The Chestnut Hill College approved web templates provide consistent branding and navigation while supporting a broad range of content and layout options.

**Contact Information**

Chestnut Hill College websites must provide up-to-date contact information (name, address, email) as a way for users to contact a Chestnut Hill College department/organization.

**Ensuring Accuracy**

Chestnut Hill College websites must be continuously maintained. Periodic review and necessary revision are needed to ensure that all Chestnut Hill College content is relevant, accurate and up-to- date, as required by the specific web administrator.

**Inclusion in the Chestnut Hill College A–Z Directory**

Chestnut Hill College website administrators may request a link to their department or organization's website on the Chestnut Hill College A–Z directory by contacting the Communications and Marketing Department.

**Confidential Information**

Confidential information such as student records shall not be published on Chestnut Hill College websites.

**Copyright**

Chestnut Hill College websites must comply with federal copyright laws.

**Correct Use of College Name**

The official forms of the Chestnut Hill College's name is Chestnut Hill College or CHC. Please do not use any other abbreviation or arrangement.

**Correct Spelling and Grammar**

As with any publication, please check for spelling errors, typos and grammatical mistakes. Please notify the Executive Director of Communications and Marketing if errors are discovered. If you do not know the identity of the web administrator, please contact the Communications and Marketing Department that will assist by identifying the web administrator.

**Correct Use of Images**

Images must not incorporate difficult to read or illegible text. Images must not appear pixilated or stretched. Image files should be in JPG, PNG or GIF format and less than 1MB in file size. Using Save for Web in Photoshop with a quality setting of High (60%) is recommended.

**Faculty Pages and Bios**

A faculty member may be represented with a single faculty page within the site of the department with which the faculty member is affiliated. Such faculty pages are the department's responsibility to maintain content and keep up-to-date.

**Course Pages and Websites**

Classes, workshops, senior projects, capstones and classes culminating in artistic, musical or theatrical productions are all considered courses. A course may be represented with a single course page within the site of the department with which the course is affiliated. Such course pages are the department's responsibility to maintain content and keep up-to-date. If the instructor of record for a course wishes to create a course website, he or she may request a site through the Communications and Marketing Department. All course websites on College's website are the responsibility of the current instructor of record for the course, and must adhere fully to Chestnut Hill College policies and procedures.

**Compliance with Chestnut Hill College Web Standards**

If noncompliance with Chestnut Hill College Web Standards is found, the noncompliant page(s) may be placed in draft mode by the Communications and Marketing Department. Pages placed in draft mode are effectively removed from the live site, but their content remains available in the CMS backend for site owners to update. When the Communications and Marketing Department places noncompliant pages in draft mode, the site administrator will be notified via email that the pages require updating before they can be returned to live status. The site owner may then update the pages, keeping them in draft mode, and Executive Director of Communications and Marketing in the Communications and Marketing Department when all updates have been made. The Communications and Marketing Department will then review the updated pages, determine if they are compliant with Chestnut Hill College Web Standards, and if so, return the pages to live status.

**Section 508 Amendment to the Rehabilitation Act of 1973 — Information Technology Accessibility Standards**

Chestnut Hill College complies with Section 508 Amendment to the Rehabilitation Act of 1973. Section 508 standards are based on the Web Content Accessibility Guidelines (WCAG) established by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C). Compliance with Section 508 standards is required by law. The standards most relevant to a typical Chestnut Hill College website are summarized below:

- A text equivalent must be provided for every non-text element. Non-text elements include images, audio, video and programmatic objects, such as plug-ins and applets.

- Link text should be informative and give context. For example, use “Download the Academic Calendar (PDF)” rather than “Click here to download.”
- Web documents must be designed such that information conveyed with color is equally available without color. High contrast between backgrounds and text must be maintained.
- Web documents must be organized so as to be readable without requiring an associated style sheet.
- If image maps are used, redundant text links must be provided for each active region of the image map.
- When web documents use scripting languages, the page must remain usable when scripts are turned off or not supported.
- When web documents use scripting languages or plug-ins to display dynamic content, the information provided by the script or plug-in must either be accessible or an alternative presentation or page must be provided.
- When compliance cannot be accomplished in any other way, a text-only page with equivalent information or functionality must be provided. The content of the text-only page must be updated whenever the primary page is updated.
- Row and column headers must be identified in data tables.
- For data tables with two or more logical levels of row and column headers, markup must be used to associate data cells and header cells.
- Frames must be titled with descriptive text facilitating frame identification and navigation.
- Online forms must be designed to ensure that people using assistive technology are able to access all form fields, functionality, and instructional information needed to complete and submit a form.
- When video is embedded on a web page, a transcript should be made available.

For technical questions regarding accessibility requirements, contact the Communications and Marketing Department.

**Chestnut Hill College Social Media Standards**

**Purpose**

The purpose of this policy and procedure is to ensure quality and appropriate use of approved/official Chestnut Hill College social media channels for promotion and information at the Chestnut Hill College.

**Policy**

At Chestnut Hill College, we recognize that social media sites like Facebook, Twitter, YouTube, Flickr, Tumblr, Pinterest, Snapchat and LinkedIn have become important and influential community communication channels. The purpose of using social media channels on behalf of Chestnut Hill College is to support Chestnut Hill College’s mission, goals, programs and sanctioned efforts, including College news, information, marketing and branding strategies, content and directives.

Therefore, when using approved/official Chestnut Hill College social media channels identified with Chestnut Hill College (e.g. Facebook, Flickr, Twitter and YouTube), it is critical that Chestnut Hill College community members recognize that they are representing the Chestnut Hill College to the world at all times. To assist in posting content and managing these sites, Chestnut Hill College offers the following policies and guidelines for official use of social media. These policies and guidelines apply to all Chestnut Hill College community members using approved/official Chestnut Hill College social media. These policies and guidelines are not intended to govern or restrict personal presence on the web, nor are these guidelines intended to restrict employee rights to engage in concerted, protected activity related to the terms and conditions of their employment.

**General Guidelines**

**Approval of Official Chestnut Hill College Social Media Accounts**

Employees who wish to set up approved/official Chestnut Hill College social media accounts and speak on behalf of Chestnut Hill College through social media must receive permission from both their department/organization head and the Communications and Marketing Department prior to setting up the social media account. Once you have received permission from your department/organization head, please contact the Communications and Marketing Department to discuss issues such as confidentiality, privacy, FERPA and web accessibility.

**Chestnut Hill College Web Standards**

Chestnut Hill College Web Standards policy and procedure (above) regarding contact information, accuracy, confidential information, advertising/sponsorship, copyright, usage of the Chestnut Hill College name, and spelling/grammar, apply equally to official Chestnut Hill College social media channels. Please contact the Communications and Marketing Department for assistance.

**Chestnut Hill College News Announcements**

Chestnut Hill College Public Relations and News Media policy and procedure (above) regarding news releases, media advisories and campus announcements, apply equally to official Chestnut Hill College social media channels. Please contact Executive Director of Communications and Marketing in the Communications and Marketing Department for assistance.

**Chestnut Hill College Name, Seal and Logos (Branding)**

Chestnut Hill College Name, Seal and Logos policy and procedure (above) applies equally to official Chestnut Hill College social media channels. Social media sites provide varying degrees of flexibility in allowing account holders to style pages. For Chestnut Hill College logo usage and branding standards, please see the Chestnut Hill College Brand Standards Guide. Please contact Executive Director of Communications and Marketing in the Communications and Marketing Department for assistance.

**Video**

Video must be approved by the Executive Director of Communications and Marketing in the Communications and Marketing Department prior to posting on approved/official Chestnut Hill College social media channels or pages.

**Social Media Dialogue**

Many social media sites promote commenting and online dialogue, the tone of which is generally informal. Despite its informal tone, all online dialogue is public. Please remember that anything you write can and will be

viewed by current and future Chestnut Hill College community members and constituencies as well as other colleagues and possible future employers.
When engaging in dialogue on official Chestnut Hill College social media sites:

- Remember that your statements and responses represent the Chestnut Hill College to the world at all times.
- We request that you refrain from discussing or expressing opinions regarding Chestnut Hill College policies, operations and personnel. Such comments may be removed at the College's discretion.
- Exercise discretion, respect and thoughtfulness toward all dialogue participants.
- Maintain professional language and tone.
- Confidential or proprietary Chestnut Hill College information or similar information of third parties, who have shared such information with you on the Chestnut Hill College's behalf, must not be shared publicly on official Chestnut Hill College social media channels.
- Official Chestnut Hill College social media accounts may choose to post college-related social media content generated by Chestnut Hill College community members, including faculty, staff and/or students. Official Chestnut Hill College social media accounts can be accessed online, and include:
    - facebook.com/Chestnut Hill College
    - twitter.com/Chestnut Hill College
    - youtube.com/Chestnut Hill College
    - www.instagram.com/chestnut hill college

**Chestnut Hill College Tablet and Mobile Application Standard**

**Purpose**
The purpose of creating approved/official tablet and mobile apps on behalf of Chestnut Hill College is to support Chestnut Hill College's mission, goals, programs and sanctioned efforts, including college news, information, marketing, and content. Therefore, when creating an approved/official app that will be identified with Chestnut Hill College, it is critical that members of Chestnut Hill College community recognize that they are representing Chestnut Hill College to the world. These policies and guidelines apply to all Chestnut Hill College community members creating approved/official apps that have any affiliation with the Chestnut Hill College.

**Policy**

Prior to publishing an app referencing or identifying Chestnut Hill College, Chestnut Hill College community members must receive permission from both their department/organization head and the Communications and Marketing Department. Once you have received permission from your department/organization head, please contact Executive Director of Communications and Marketing in the Communications and Marketing Department. The Executive Director of Communications and Marketing in the Communications and Marketing Department will review the app for adherence to Chestnut Hill College brand standards and tablet and/or

mobile best practices prior to designating the app as an approved/official Chestnut Hill College social media channel.

**General Guidelines**

**Chestnut Hill College Tablet and Mobile Application Standards**

Chestnut Hill College Web Standards regarding contact information, accuracy, confidential information, advertising/sponsorship, copyright, usage of Chestnut Hill College name, and spelling/grammar, apply equally to approved/official Chestnut Hill College tablet and mobile applications. Please contact the Executive Director of Communications and Marketing in the Communications and Marketing Department for assistance.

**Chestnut Hill College Name, Seal and Logos (Branding)**

Chestnut Hill College Name, seal and logos policy and procedure applies equally to official Chestnut Hill College tablet and mobile applications.

**Chestnut Hill College Video and Photo Production**

**Purpose**

The purpose of this policy and procedure is to establish oversight responsibility and procedures for producing Chestnut Hill College marketing and promotional videos and photography. It applies to all Chestnut Hill College schools, departments, programs and budgetary units. This policy ensures that Chestnut Hill College video productions and photography coordinate with existing College-wide marketing efforts; contribute positively to Chestnut Hill College's brand image; prevent inconsistent messaging and/or duplication of materials already in existence; and meet the highest production standards in the most cost-effective manner. This policy does not apply directly to Chestnut Hill College student projects (not created for Chestnut Hill College marketing purposes) or to creative videos and photos produced by Chestnut Hill College faculty (not created for Chestnut Hill College marketing purposes), although it is preferable to have all Chestnut Hill College productions reflect institutional identity and quality. It also does not apply to network, cable or local television news videographers and photographers, or other media, covering Chestnut Hill College.

**Policy**

To ensure that video productions coordinate with existing College-wide marketing efforts, contribute positively to Chestnut Hill College's brand image, prevent inconsistent messaging and/or duplication of materials already in existence and meet the highest production standards in the most cost-effective manner, production of promotional videos will be coordinated through and approved by the Communications and Marketing Department. This includes video productions intended for public presentations, for broadcast or use online; and Chestnut Hill College marketing and promotional photography. All work (raw source material and final product) produced for this purpose shall become the permanent property of Chestnut Hill College and shall be considered copyrighted Chestnut Hill College materials.

The Executive Director of Communications and Marketing in the Communications and Marketing Department shall review the goals and scripts of the proposed video, and all Chestnut Hill College marketing and promotional photography, whether created by a Communications and Marketing Department photographer, a Chestnut Hill College Communicators photographer, Chestnut Hill College community member, or freelance photographer

(please see Chestnut Hill College Freelance Video Production/Photography). Video rough cuts will be reviewed before final approval.

All Communications and Marketing Department approved photos taken by a Chestnut Hill College Communicators photographer or Chestnut Hill College community member shall be provided, digitally, in their original, uncompressed size and format with a minimum resolution of 300 dpi, to the Communications and Marketing Department to be included in Chestnut Hill College's official digital/print photography library/catalog.

The Communications and Marketing Department occasionally works closely with on-and off-campus video production resources to produce promotional and information videos for external viewing. When appropriate, the Executive Director of Communications and Marketing in the Communications and Marketing Department will refer members of the Chestnut Hill College community to outside vendors to produce a requested video (see Chestnut Hill College Freelance Video Production/Photography). All approved Chestnut Hill College video productions are required to use Chestnut Hill College logos and graphic standards.

Any request by an outside movie or video production company to film on Chestnut Hill College property shall be referred to the Communications and Marketing Department for consideration and approval.

Please note: The use of copyrighted music in any Chestnut Hill College video, including video produced for distribution on the web or broadcast television, may only be used if the music has been purchased from authorized entities and the user/creator provides valid proof of that licensing agreement to the Communications Department for verification Once the license agreement is on file with the Communications Department, the approved music may be used only in accordance with that license. Any other use of copyrighted music is prohibited. Please contact the Executive Director of Communications and Marketing in the Communications and Marketing Department for assistance.

**Chestnut Hill College Freelance Video Production/Photography**

**Purpose**

The purpose of this policy and procedure is to ensure Chestnut Hill College marketing and promotional videos and photographs taken by an outside/third-party/freelance videographer or photographer become the intellectual property of Chestnut Hill College.

**Policy**

When appropriate, the Executive Director of Communications and Marketing in the Communications and Marketing Department will refer Chestnut Hill College community members to approved freelance videographers and photographers. All freelance videographers and/or photographers must be preapproved by the Communications and Marketing Department and meet Chestnut Hill College System requirements for Chestnut Hill College vendors, including insurance coverage. When Chestnut Hill College community members contract with a freelance videographer or photographer or use work created by a freelance videographer or photographer, both parties agree that the Chestnut Hill College not only commissions the right to use that work, but purchases ownership of the work ("all rights"). All work (raw source material and final product) produced by a freelance videographer or photographer contracting with the Chestnut Hill College become the permanent property of the Chestnut Hill College and shall be considered to be copyrighted materials of the Chestnut Hill College. This policy is intended to prohibit the freelance videographer or photographer, or any third party, from selling or providing the work (video or photo(s)) to another publication without the express permission of the

Chestnut Hill College. All video and photo work must be pre- approved by the Communications and Marketing Department before being distributed externally for marketing and promotional purposes.

All raw footage taken by freelance videographers shall be provided in the original, uncompressed format on which it was acquired, unless an agreement has been reached for conversion of that video to another format. Finished productions shall be provided in their original format unless an alternative file type has been agreed upon.

**Section 508 Amendment to the Rehabilitation Act of 1973 — Information Technology Accessibility Standards**

All photos taken by freelance photographers shall be provided, digitally, in their original, uncompressed size and format, with a minimum resolution of 300 dpi, to the Communications and Marketing Department within five (5) calendar days of the contracted work. The Communications and Marketing Department maintains Chestnut Hill College's official digital/print photography library/catalog.

**Chestnut Hill College Video/Photography Permission/Model Releases**

The purpose of this policy and procedure is to ensure that Chestnut Hill College is obtaining appropriate permission to use the image or likeness of individuals for marketing and promotional purposes. If the intent of the photo and/or video usage is for commercial or advertising purposes, Chestnut Hill College requires written permission in the format of a photo/video release form of students and/or other adults who are primarily featured in a Chestnut Hill College video production or photograph.

If the intent of the photo and/or video usage is for informational purposes, a photo release is not required. Informational purposes would be considered a newsworthy article about the school and its programs such as the College magazine, social media platforms, newsletters, etc.

At a minimum, whenever reasonably possible, Chestnut Hill College videographers and/or photographers shall identify themselves verbally or by wearing a Chestnut Hill College press badge, informing potential featured students and/or other adults of the intent of the video and/or photo and its end use.

When the subjects primarily featured are minors, (under the age of 18) written permission must be obtained from a parent or guardian.

The sole remedy available to a featured Chestnut Hill College student or other adult who does not provide permission to the Chestnut Hill College is the removal of such video/photography from all future Chestnut Hill College marketing materials. This policy does not apply to large public event settings on the College's campus, such as athletic events, Quidditch or commencement ceremonies.

When video or photos are supplied by an organization on or off the Chestnut Hill College campus, permission to use the images is implied. The Communications and Marketing Department will work with the organization or request that the organization's representative supplying the video or photos confirm permission has been granted by the creator and the subject(s) and that appropriate video and photo credits are published.

# SECTION 5:

# FORMS

**FORM 5.1 CHESTNUT HILL COLLEGE ALTERNATIVE WORKDAY SCHEDULE FORM**

**REQUEST/AUTHORIZATION FOR**

Name _____

Department _____

Supervisor _____

Effective date _____ End date _____

**Purposed Schedule**:
Non-Exempt alternative hours:

| | Start Time | Start Lunch | End Lunch | End Time | TOTAL HOURS |
|---|---|---|---|---|---|
| | | | | | |
| MON | | | | | |
| TUES | | | | | |
| WED | | | | | |
| THURS | | | | | |
| FRI | | | | | |
| Total: | | | | | |

Exempt alternative schedule:

I request that my schedule be adjusted to the following:

Proposed start time: _____

Proposed end time: _____

Explanation:

## FORM 5.2 CHESTNUT HILL COLLEGE FMLA LEAVE APPLICATION FORM

☐ Approved
☐ Denied

**Office of Human Resources**

## EMPLOYEE APPLICATION FOR FMLA LEAVE

---

Employee Name: _____

Position: _____ Department: _____

Hire Date: _____ Date of Request: _____

Current Work Schedule:

Hours per week: _____ Days per Week: _____ Weeks per Year: _____

Total Hours Worked (12 months previous to leave): _____

In accordance with the United States Family and Medical Leave Act of 1993 (FMLA) the College provides eligible employees with up to 12 weeks of family and medical leave (as defined by FMLA 1993) during any 12-month period.

**Employees must meet two lengths of service requirements to be FMLA eligible:**

1. You must have worked for the College for at least 12 months (52 weeks).
2. You must have worked at least 1,250 hours during the 12-month period immediately before the date the leave would begin.

Please indicate the reason for your FMLA Leave (Medical certification may be required)

☐ Birth of child and to care for that child

☐ Placement in your home of a child for adoption or foster care

☐ Care of spouse, domestic partner child or parent with a serious health condition

☐ Your own serious health condition

Note: If you have accrued paid leave, you may be required to use up all applicable paid leave first and take the remainder of the 12 weeks as unpaid leave.

I am requesting a FMLA leave of absence under the provisions of FMLA as described in Policy 2.14 in the Chestnut Hill College Employee Manual. I understand that if I elect not to return to work at the agreed upon date, I agree to reimburse the College the entire amount if contributed to my health insurance premiums during the leave.

Begin Date: _____ Return to Work Date: _____

***If you will be taking intermittent FMLA leave, please indicate the day that you will resume your regular schedule in the *Return to Work Date****

I understand that by requesting this leave of absence, I am committed to retuning to work on the date specified.

Employee Signature: _____ Date: _____

Human Resources Signature: _____ Date: _____

**FORM 5.3 CHESTNUT HILL COLLEGE PERFORMANCE APPRAISAL FORMS**

# CHESTNUT HILL COLLEGE
# 20__
## ADMINISTRATIVE PERFORMANCE SELF APPRAISAL

| | |
|---|---|
| **STAFF MEMBER:** | **APPRAISAL TYPE: ___ INTRODUCTORY _____ ANNUAL** |
| **POSITION TITLE:** | **EVALUATION PERIOD:** |
| **DATE OF ASSESSMENT:** | **SUPERVISOR:** |

| **COMPETENCIES** | |
|---|---|
| **MISSION –** Supports the Mission and Core Values of the College through inclusive actions, ethical principles, respect of self and others, and respect for the religious traditions of the College | **COMMUNICATION -** Connects with peers, subordinates and other college constituents, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills, negotiates effectively. |
| **MANAGING PEOPLE -** Coaches, evaluates, develops, inspires people; sets expectations, recognizes achievements, manages conflict, aligns performance goals with college goals, provides feedback, group leadership; delegates. | **QUALITY IMPROVEMENT -** Strives for efficient, effective, high quality performance in self and the department; delivers timely and accurate results; resilient when responding to situations that are not going well; takes initiative to make improvements. |
| **STEWARDSHIP AND MANAGING RESOURCES -** Demonstrates accountability and sound judgment in managing college resources in open and effective manner, appropriate understanding of confidentiality, college values; adheres to policies, procedures, and safety guidelines. | **LEADERSHIP -** Motivates others, accepts responsibility; demonstrates high level of political acumen; develops trust and credibility; expects honest and ethical behavior of self and others. |
| **PROBLEM SOLVING -** Identifies problems, involves others in seeking solutions, conducts appropriate analyses, searches for best solutions; responds quickly to new challenges. | **TEAMWORK -** Encourages cooperation and collaboration; builds effective teams; works in partnership with others; is flexible. |
| **DECISION MAKING -** Makes clear, consistent, transparent decisions; acts with integrity in all decision making; distinguishes relevant from irrelevant information and makes timely decisions. | **SERVICE FOCUS-** Values the importance of delivering high quality, innovative service to internal and external clients; understands the needs of others; customer service focus; shares accountability for results provided. |
| **STRATEGIC PLANNING AND ORGANIZING -** Understands big picture and aligns priorities with broader goals, measures outcomes, uses feedback to redirect as needed, evaluates alternatives, solutions oriented, seeks alternatives and broad input; can see connections within complex issues. | **PROFESSIONAL EXPERTISE/JOB KNOWLEDGE -** Demonstrates appropriate and current knowledge of his/her job, is aware of issues and trends, can identify resources and respond appropriately to department. |
| **Referring to ANY of the 12 competencies,** list areas of strength and areas for growth. Reference the specific competencies. You may continue on additional blank sheets. | |
| *Areas of strength:* | |

# CHESTNUT HILL COLLEGE
# 20__
## ADMINISTRATIVE PERFORMANCE SELF APPRAISAL

*Areas for growth:*

**BRIEFLY DISCUSS OVERALL PERFORMANCE DURING THE EVALUATION PERIOD.**

**SIGNIFICANT CONTRIBUTIONS DURING 20__-__ PERIOD. DID OUTCOMES MIRROR GOALS SET FOR THE YEAR?**

**GOALS AND OBJECTIVES FOR 20__-20__**

**IT IS IMPORTANT THAT MY SUPERVISOR KNOWS THIS ABOUT ME:**

**Comments**

# CHESTNUT HILL COLLEGE
# 20__
## ADMINISTRATIVE PERFORMANCE APPRAISAL

| | |
|---|---|
| **STAFF MEMBER:** | **APPRAISAL TYPE: ___ INTRODUCTORY _____ ANNUAL** |
| **POSITION TITLE:** | **EVALUATION PERIOD:** |
| **DATE OF ASSESSMENT:** | **SUPERVISOR:** |

| **COMPETENCIES** | |
|---|---|
| **MISSION –** Supports the Mission and Core Values of the College through inclusive actions, ethical principles, respect of self and others, and respect for the religious traditions of the College. | **COMMUNICATION -** Connects with peers, subordinates and other college constituents, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills, negotiates effectively. |
| **MANAGING PEOPLE -** Coaches, evaluates, develops, inspires people; sets expectations, recognizes achievements, manages conflict, aligns performance goals with college goals, provides feedback, group leadership; delegates. | **QUALITY IMPROVEMENT -** Strives for efficient, effective, high quality performance in self and the department; delivers timely and accurate results; resilient when responding to situations that are not going well; takes initiative to make improvements. |
| **STEWARDSHIP AND MANAGING RESOURCES -** Demonstrates accountability and sound judgment in managing college resources in open and effective manner, appropriate understanding of confidentiality, college values; adheres to policies, procedures, and safety guidelines. | **LEADERSHIP -** Motivates others, accepts responsibility; demonstrates high level of political acumen; develops trust and credibility; expects honest and ethical behavior of self and others. |
| **PROBLEM SOLVING -** Identifies problems, involves others in seeking solutions, conducts appropriate analyses, searches for best solutions; responds quickly to new challenges. | **TEAMWORK -** Encourages cooperation and collaboration; builds effective teams; works in partnership with others; is flexible. |
| **DECISION MAKING -** Makes clear, consistent, transparent decisions; acts with integrity in all decision making; distinguishes relevant from irrelevant information and makes timely decisions. | **SERVICE FOCUS-** Values the importance of delivering high quality, innovative service to internal and external clients; understands the needs of others; customer service focus; shares accountability for results provided. |
| **STRATEGIC PLANNING AND ORGANIZING -** Understands big picture and aligns priorities with broader goals, measures outcomes, uses feedback to redirect as needed, evaluates alternatives, solutions oriented, seeks alternatives and broad input; can see connections within complex issues. | **PROFESSIONAL EXPERTISE/JOB KNOWLEDGE -** Demonstrates appropriate and current knowledge of his/her job, is aware of issues and trends, can identify resources and respond appropriately to department. |
| **Referring to ANY of the 12 competencies,** list areas of strength and areas for growth. Reference the specific competencies. You may continue on additional blank sheets. | |
| *Areas of strength:* | |
| *Areas for growth:* | |

# CHESTNUT HILL COLLEGE
# 20__
## ADMINISTRATIVE PERFORMANCE APPRAISAL

| |
|---|
| **BRIEFLY DISCUSS OVERALL PERFORMANCE DURING THE EVALUATION PERIOD.** |
| **SIGNIFICANT CONTRIBUTIONS DURING 20__-20__ PERIOD. DID OUTCOMES MIRROR GOALS SET FOR THE YEAR?** |
| **GOALS AND OBJECTIVES FOR 20__-20__** |

Supervisor's Signature Date

**Employee Comments**

**(use additional pages, if necessary, employee is not required to make comments)**

My signature indicates that I have had an opportunity to review this evaluation and does not necessarily indicate concurrence with my supervisor's comments.

Employee's Signature Date

# CHESTNUT HILL COLLEGE
# 20__
## STAFF PERFORMANCE SELF APPRAISAL

| | |
|---|---|
| **STAFF MEMBER:** | **START DATE IN POSITION:** |
| **POSITION TITLE:** | **EVALUATION PERIOD: 20__-20__ ANNIVERSARY DATE:** |
| **DATE OF ASSESSMENT:** | **SUPERVISOR:** |

| **COMPETENCIES** | |
|---|---|
| **MISSION –** Supports the Mission and Core Values of the College through inclusive actions, ethical principles, respect of self and others, and respect for the religious traditions of the College. | **COMMUNICATION -** Connects with peers and other college constituents, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills, and negotiates effectively. |
| **STEWARDSHIP AND MANAGING RESOURCES -** Demonstrates accountability and sound judgment in managing college resources in open and effective manner, appropriate understanding of confidentiality, college values; adheres to policies, procedures, and safety guidelines. | **QUALITY IMPROVEMENT -** Strives for efficient, effective, high quality performance in self and the department; delivers timely and accurate results; resilient when responding to situations that are not going well; takes initiative to make improvements. |
| **PROBLEM SOLVING -** Identifies problems, involves others in seeking solutions, conducts appropriate analyses, searches for best solutions; responds quickly to new challenges. | **TEAMWORK -** Encourages cooperation and collaboration; builds effective teams; works in partnership with others; is flexible. |
| **SERVICE FOCUS-** Values the importance of delivering high quality, innovative service to internal and external clients; understands the needs of others; customer service focus; shares accountability for results provided. | **PROFESSIONAL EXPERTISE/JOB KNOWLEDGE -** Demonstrates appropriate and current knowledge of his/her job, is aware of issues and trends, can identify resources and respond appropriately to department. |
| **Referring to ANY of the 8 competencies,** list areas of strength and areas for growth. Reference the specific competencies. You may continue on additional blank sheets. | |
| *Areas of strength:* | |
| *Areas for growth:* | |

# CHESTNUT HILL COLLEGE
# 20__
## STAFF PERFORMANCE SELF APPRAISAL

| |
|---|
| **BRIEFLY DISCUSS OVERALL PERFORMANCE DURING THE EVALUATION PERIOD.** |
| **SIGNIFICANT CONTRIBUTIONS DURING 20__-20__ PERIOD. DID OUTCOMES MIRROR GOALS SET FOR THE YEAR?** |
| **GOALS AND OBJECTIVES FOR 20__-20__** |
| |
| **IT IS IMPORTANT THAT MY SUPERVISOR KNOWS THIS ABOUT ME:** |

**Comments**

# CHESTNUT HILL COLLEGE
# 20__
## STAFF PERFORMANCE APPRAISAL

| | |
|---|---|
| **STAFF MEMBER:** | **START DATE IN POSITION:** |
| **POSITION TITLE:** | **EVALUATION PERIOD: 20__-20__ ANNIVERSARY DATE:** |
| **DATE OF ASSESSMENT:** | **SUPERVISOR:** |

| **COMPETENCIES** | |
|---|---|
| **MISSION –** Supports the Mission and Core Values of the College through inclusive actions, ethical principles, respect of self and others, and respect for the religious traditions of the College. | **COMMUNICATION -** Connects with peers and other college constituents, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills, and negotiates effectively. |
| **STEWARDSHIP AND MANAGING RESOURCES -** Demonstrates accountability and sound judgment in managing college resources in open and effective manner, appropriate understanding of confidentiality, college values; adheres to policies, procedures, and safety guidelines. | **QUALITY IMPROVEMENT -** Strives for efficient, effective, high quality performance in self and the department; delivers timely and accurate results; resilient when responding to situations that are not going well; takes initiative to make improvements. |
| **PROBLEM SOLVING -** Identifies problems, involves others in seeking solutions, conducts appropriate analyses, searches for best solutions; responds quickly to new challenges. | **TEAMWORK -** Encourages cooperation and collaboration; builds effective teams; works in partnership with others; is flexible. |
| **SERVICE FOCUS-** Values the importance of delivering high quality, innovative service to internal and external clients; understands the needs of others; customer service focus; shares accountability for results provided. | **PROFESSIONAL EXPERTISE/JOB KNOWLEDGE -** Demonstrates appropriate and current knowledge of his/her job, is aware of issues and trends, can identify resources and respond appropriately to department. |
| **Referring to ANY of the 8 competencies,** list areas of strength and areas for growth. Reference the specific competencies. You may continue on additional blank sheets. | |
| *Areas of strength:* | |
| *Areas for growth:* | |

# CHESTNUT HILL COLLEGE
# 20__
## STAFF PERFORMANCE SELF APPRAISAL

| |
|---|
| **BRIEFLY DISCUSS OVERALL PERFORMANCE DURING THE EVALUATION PERIOD.** |
| **SIGNIFICANT CONTRIBUTIONS DURING 20__-20__ PERIOD. DID OUTCOMES MIRROR GOALS SET FOR THE YEAR?** |
| **GOALS AND OBJECTIVES FOR 20__-20__** |
| |
| **IT IS IMPORTANT THAT MY SUPERVISOR KNOWS THIS ABOUT ME:** |

**Comments**

## FORM 5.4 CHESTNUT HILL COLLEGE WHISTLEBLOWER POLICY DISCLOSURE STATEMENT

### WHISTLEBLOWER POLICY DISCLOSURE STATEMENT

**Personal Information (optional):**

Your Name: _____

Department: _____

Your Email Address: _____

Campus Phone or Other Phone Number: _____

Today's Date: (month/day/year): _____

**Incident Information (required):**

Date(s) of incident (provide month, date, and year if dates are known): _____

Name of College employee(s) or other individual(s) involved in incident: _____

Name of each witness, if any: _____

Please describe the wrongdoing you believe has occurred or is occurring, in as much detail as possible (use additional paper if necessary):

What facts / evidence do you have to support your allegation? Please describe in detail (use additional paper if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

***Please attach any physical evidence you have to support the allegations (for example, copies of reports, memos, spreadsheets, budget statements, invoices, email messages, etc.).***

**Your Certification:** I have read and understand the Chestnut Hill College Whistleblower Policy. I certify that the information I have provided above accurately represents my full knowledge of the incident(s). I certify that I have not knowingly provided false, incomplete, or misleading information. I acknowledge that I understand an investigation of these allegations will commence.

_____

Your Signature Date

If making an anonymous report, you do not need to sign above. Please assure, however, the information you have provided accurately reflects your full knowledge of the incident. Please be aware that an anonymous report may be more difficult for the College to investigate and substantiate.

Please send the completed Whistleblower Policy Disclosure Statement to the Director of Human Resources, Chestnut Hill College, 9601 Germantown Avenue, Philadelphia, PA. 19118. If a member of the Human Resources staff is named in the Whistleblower Policy Disclosure Statement, send the Statement to the Vice President for Financial Affairs.

_____

***For College Use:***

Date Received : _____

Received By : _____

(Name) (Title)

**FORM 5.5 CHESTNUT HILL COLLEGE CONFIDENTIALITY AGREEMENT FORM**

**CHESTNUT HILL COLLEGE CONFIDENTIALITY AGREEMENT**

I acknowledge that, as an employee of Chestnut Hill College, I may have the opportunity to access or gain knowledge of confidential information. Confidential information may be made known to, or learned by me during or outside my working hours at the College via various sources including, but not limited to, electronic media, interoffice communications, internal publications, and verbal interactions. I further acknowledge that making this information known or available to others who do not have legal right thereto may violate the Family Educational Rights and Privacy Act of 1974 (FERPA), as well as the terms of my employment. Therefore, I agree that I will not reveal, make known, or provide access to confidential information except to those having legal or otherwise permissible right thereto. Furthermore, I agree not to access confidential information to which I have designated rights or access to for any reason other than the performance of my duties as a Chestnut Hill College Employee.

In addition to my obligations regarding the appropriate access to and use of confidential information, I agree that I will not jeopardize the integrity of or the availability of the College's computing, telephony, and other information systems or databases. FERPA is available on the College's website at https://www.chc.edu/family-education-rights-and-privacy-act.

By signing this, I acknowledge that I have read and understand the above agreement, and that I have received information on where to locate the College's Notification Rights under FERPA. I understand that failure to comply with the terms and conditions of this agreement shall subject me to discipline in accordance with Chestnut Hill College's Employment policies or seriously affect my standing in accordance with the Employee Manual or the Faculty Manual.

_____ _____

Employee's Signature Date

_____

Print Employee's Name

## FORM 5.6 CHESTNUT HILL COLLEGE NEPOTISM DISCLOSURE AND CERTIFICATION FORM

Under Chestnut Hill College's Nepotism Policy, friends and/or relatives (defined as spouses, parents, grandparents, children, grandchildren, siblings, aunts/uncles, or nieces/nephews — whether related by blood, adoption, marriage ("in- laws" or "step"), or other legal action) may not be employed in positions where they will report, directly or indirectly, to each other. Supervisors are responsible for ensuring that employees in their departments do not control the scheduling, timekeeping, performance evaluations, disciplinary actions, or other employment and payroll functions for their relatives.

| **Candidate/Employee name:** | **Employee ID (if applicable)** |
|---|---|
| **Department:** | **Job Title:** |

*If you do not have* friends and/or *relatives employed at Chestnut Hill College, complete Section 1.*

**Section 1:** ☐ I do not have friends and/or relatives employed at Chestnut Hill College and understand that if this changes during the course of my employment, I have a responsibility to report any potential violations of the Nepotism Policy or conflicts of interest to my supervisor.

*If you do have* friends and/or *relatives employed at Chestnut Hill College, complete Section 2.*

**Section 2:** ☐ I have friends and/or relatives employed at Chestnut Hill College. I understand that further evaluation and approval is required. If any change in my employment results in a violation of the Nepotism Policy, it is my responsibility to report to my supervisor.

**Friends and/or Relative Employed at Chestnut Hill College**

| **Name:** | **Department:** |
|---|---|
| **Relationship:** | **Job Title:** |
| **Name:** | **Department:** |
| **Relationship:** | **Department:** |
| **Candidate/Employee Signature:** | **Date:** |

**Section 3 (completed by Supervisor):**

1. I acknowledge that the above candidate/employee has friends and/or relatives employed at Chestnut Hill College and that no direct or indirect subordinate-supervisor relationship exists and neither employee will have authority that will affect the terms and conditions of employment of the other.
2. I acknowledge that the above employee has friends and/or relatives employed at Chestnut Hill College that will result in a direct or indirect reporting relationship. I understand further evaluation is required and additional approvals must be obtained prior to hiring.

| **Supervisor Signature:** | **Date:** |
|---|---|

To request an exception to the Policy, you must submit this form to the Office of Human Resources, ATTN: Director of Human Resources and receive approval **prior to hiring or submitting an HR Action** that would result in a violation of the Policy.

Provide a brief statement explaining: 1) why this employment action is in the College's best interests; and 2) how conflicts of interest will be mitigated (e.g., restructure of supervisory chain or removal from decisions affecting appointment, retention, tenure progression, work assignment, evaluations, promotion, demotion, or salary).

_____
_____
_____
_____
_____
_____

| | |
|---|---|
| **Submitted by:** | **Department:** |
| **Signature:** | **Date:** |

| | | | |
|---|---|---|---|
| **Signature:** | | **Date:** | ☐ **Acknowledged** |
| ***Dean/Director/Department Vice President*** | | | |
| **Signature:** | | **Date:** | ☐ **Endorsed** |
| ***Director of Human Resources*** | | | |
| **Employee Position** | **Date:** | **Faculty Position** | **Date:** |
| **Signature:** | | **Signature:** | |
| ***Chief of Staff*** | ☐ **Approved**<br>☐ **Denied** | ***Dean of the Faculty*** | ☐ **Approved**<br>☐ **Denied** |

August 2018

**FORM 5.7 CHESTNUT HILL COLLEGE ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM**

Employees complete this form annually to help the College identity and resolve conflicts of interest in the organization. A conflict of interest may exist when an employee or a Board member is involved in any activity, or has a personal or financial interest, that may interfere in the performance of his or her duties, or his or her objectivity in performing those duties.

Name: _____ Position: _____

1. Are you employed by, do you serve on the board of directors of, or do you perform any work or provide any services as an independent contractor, agent or consultant for, any business or other entity (profit of non-profit) that (a) does business in any capacity with (vendor, supplier, customer, partner, etc.) (b) sells the same or substantially similar products or services as, or (c) competes in any way with, Chestnut Hill College?

   Circle one: **Yes** or **No** If you answer "**Yes**" state:

   a) The name and address or the organization(s):

   _____

   _____

   _____

   b) Your position(s):

   _____

   c) Have you referred Chestnut Hill College business to the organization(s):
   Circle one: **Yes** or **No**

   d) Have referred business from the organization to Chestnut Hill College:
   Circle one: **Yes** or **No**

2. Do you have a financial interest in any other entity that (a) does business in any capacity with, or (b) competes in any way with Chestnut Hill College?
   Circle one: **Yes** or **No** If you answer "**Yes**" state:

   a) The name and address or the organization(s)

   _____

   _____

   b) What your financial interest is in the organization(s):_____

   _____

c) Whether you own more than one-tenth of one percent of the organization(s):
Circle one: **Yes** or **No**

d) Whether you have referred business from Chestnut Hill College to the organization(s):
Circle one: **Yes** or **No**

e) Whether the organization has referred business to Chestnut Hill College through you:
Circle one: **Yes** or **N**

**1.** Do you have any relatives or family members who work as an employee, an independent contractor or otherwise for, serve on the board of directors of, or have a financial interest in, any entity (profit or non-profit) that (a) does business in any capacity with, or (b) competes in any way Chestnut Hill College?

Circle one: **Yes** or **No** If you answer "**Yes**" state:

a) The name(s) of the relative(s) and your relationship to such person:

_____

b) The name and address of the organization(s) with which associated:

_____

c) The relative(s) or family member(s) position(s) with the organization(s):

_____

d) The relatives(s) or family member(s) financial interest in the organization(s):

_____

e) Whether you have referred business to the organization(s):
Circle one: **Yes** or **No**

f) Whether the relative or family member has referred business to Chestnut Hill College:
Circle one: **Yes** or **No**

4. Has any current or prospective vendor, supplier, or customer of Chestnut Hill College, or any other entity that does or has sought to do business with Chestnut Hill College, provided you with, or assumed on your behalf the cost of, goods or services of any kind whose value exceeds $25.00 as a gift or other perquisite?

   Circle one: **Yes** or **No** If you answer "**Yes**" state:

   A. The name of the person who provided you with, or assumed the cost of, such goods and/or services and the business entity with which such person is associated:

      _____

   B. The goods and/or services you received their estimated value and when you received them:

      _____

5. In your capacity with the College, have you hired or retained, as an employee, an independent contractor or otherwise, or do you supervise, and family member or other relatives?

Circle one: **Yes** or **No** If you answer "**Yes**" state:

a) The name of the family member(s) or other relative(s) and your relationship to such person(s):

_____

6. Are you involved in any public service or charitable organizations to which Chestnut Hill College contributes or whose actives may be in conflict with those of Chestnut Hill College?

   Circle one: **Yes** or **No** If you answer "**Yes**" state:

a) Describe the activity and/or relationship:

_____

Signature: _____Date:_____

Please complete this form and return it to the Director of Human Resources. Thank you.

**FORM 5.8 LEAVE DONATION FORM**

Employee Name: _____

Date: _____

Current vacation leave balance: _____

Current sick leave balance: _____

I am donating _____hours of my current leave to _____ of the _____ Department. I authorize Chestnut Hill College to reduce my leave time by this amount. I understand this leave donation is voluntary, confidential and anonymous.

Employee Signature: _____ Date: _____

Approved by: _____ Date: _____
Supervisor

Approved by: _____ Date: _____
Vice President

---

For Human Resources Use:

Date of Hire: _____

Vacation and Sick days at time of donation * _____

Vacation and sick days after donation * _____

Approved by: _____ Date: _____
Chief of Staff

Notification sent to employee _____ Date: _____ Human Resources _____

* Based on Timekeeping forms at time of request. This number would not include any days not yet submitted on Timekeeping forms.

**FORM 5.9 LEAVE DONATION REQUEST FORM**

Employee Name: _____
Date: _____

Number of days requested: _____

Reason for request: _____

_____

_____

_____

Medical Documentation is attached: _____

I acknowledge I have exhausted all of my current leave. I understand I may use donated days for the above-stated purpose only, and any unused donated leave will be returned to the respective donor employee.

Employee Signature: _____ Date: _____

Approved by: _____ Date: _____
Supervisor

Approved by: _____ Date: _____
Vice President

---

For Human Resources Use:

Date of Hire: _____

Leave exhausted at time of request: _____

Number of leave days approved: _____

Approved by: _____ Date: _____
Chief of Staff

Notification sent to employee _____ Date: _____ Human Resources _____

## FORM 5.10 CHESTNUT HILL COLLEGE TUITION GRANT APPLICATION FORM

### Chestnut Hill College Employee/Spouse/Dependent Application for Tuition Grant 20___- 20___

Application for tuition grant must be submitted following the guidelines in the Employee Manual **prior** to the semester/session in which the tuition grant is applied. This application requires the approval of Vice President for Financial Affairs, the Director of Human Resources and the Director of Financial Aid.

All courses/credits taken by a Chestnut Hill College employee/dependents are charged to the Financial Aid budget. **A pre-approved application must be completed before the class begins.**

**Name of Employee: ___________________________ Hire Date: _______________________________**

☐ **I will be taking the course** **Student ID#: ___________________**

☐ **My dependent or spouse will be taking a course (*circle one*)**

**Name of Dependent or Spouse:_____________________________Student ID#: ____________________**

**Semester/Session (check all that apply)**

| **Undergraduate Studies** | **Accelerated (SCPS)** | **Graduate Studies** |
|---|---|---|
| ☐ Fall - 20_______ | ☐ Fall 1 - 20_____ | ☐ Fall - 20_______ |
| ☐ Spring - 20_____ | ☐ Fall 2 - 20 | ☐ Spring - 20_____ |
| ☐ Summer 1 - 20_ | ☐ Spring 1 - 20___ | ☐ Summer 1 - 20_ |
| ☐ Summer 2 - 20_ | ☐ Spring 2 - 20___ | ☐ Summer 2 - 20_ |
| ☐ Summer 3 - 20_ | ☐ Summer 1 - 20_ | ☐ Summer 3 - 20_ |
| | ☐ Summer 2 - 20_ | |

**Course Number:____________________Course Title: __________________________________________**

**Course Number:____________________Course Title: __________________________________________**

**Total Number of Credits: _____________ Status (check): _____Full Time _____ Part Time**

**(Attach course schedule for full-time dependents.)**

*By signing below I am confirming that if I do not stay in the employ of the College for at least six months following the end of the last class completed, I will be required to repay the tuition grant for the last semester in which a class was completed.*

**Employee Signature:_________________________________________________Date: ______________**

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**Discount employee is eligible for: circle one**
(Business Office Use Only, Authorized by Human Resources)

| **25%** | **50%** | **75%** | **100%** |
|---|---|---|---|

**Human Resources Signature: ____________________________________________________________**

**Approvals:**

**VPFA_________________________________________ Date:______________________________**

Updated July 2017

## FORM 5.11 CHESTNUT HILL COLLEGE TIMEKEEPING FORM NON-EXEMPT EMPLOYEE

**EMPLOYEE NAME _____ for Payroll Month _____**

[ ] I have a regular schedule on file, worked my regular schedule, used no paid or unpaid leave time, and worked no overtime during this payroll period.

[ ] I have a regular schedule on file, but used paid or unpaid leave time and/or worked overtime as noted below during this payroll period.

| Date | Vacation Hours | Sick Hours | Personal Leave Hours | Overtime Hours | Other* |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
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| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| **TOTAL** | | | | | |

*For "other" note number of days and type:

[R] Religious Retreat [B] Bereavement Leave [O] Other (explain) _____

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

**DUE TO HUMAN RESOURCES BY THE TENTH WORKING DAY OF THE MONTH FOLLOWING THE PAYROLL MONTH**

**Track Your Leave Time**

| | Days available at the beginning of the month | Days used this month | Days available to be used in future months of the fiscal year |
|---|---|---|---|
| **Vacation Days** | | | |
| **Sick Days** | | | |
| **Personal Days** | | | |

**FORM 5.11 CHESTNUT HILL COLLEGE TIMEKEEPING FORM EXEMPT EMPLOYEE FORM**

EMPLOYEE NAME _____ for Payroll Month_____

[ ] I used no paid or unpaid leave time during this payroll period.

[ ] I used paid or unpaid leave time during this payroll period as noted below:

| Type of Leave | # of Days | Dates |
|---|---|---|
| **Vacation** | | |
| **Sick Leave** | | |
| **Personal Leave** | | |
| **Bereavement Leave** | | |
| **Religious Retreat** | | |
| **Compensatory Time** | | |
| **Other (please explain)** | | |
| **Unpaid Leave** | | |

Comments:

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature Date

**DUE TO HUMAN RESOURCES BY THE TENTH WORKING DAY OF THE MONTH FOLLOWING THE PAYROLL MONTH**

**Track Your Leave Time**

| | Days available at the beginning of the month | Days used this month | Days available to be used in future months of the fiscal year |
|---|---|---|---|
| **Vacation Days** | | | |
| **Sick Days** | | | |
| **Personal Days** | | | |

**FORM 5.12 CHESTNUT HILL COLLEGE REQUEST FOR APPROVAL OF POSITION FORM**

## REQUEST FOR APPROVAL OF POSITION

Position Title: _____

Department: _____ Salary Range: $_____per_____

Supervisor: _____ Budget Account: _____

____ Replacement Replacement for: _____

____ New Position Reason for Addition: _____

____ Promotion/Title Change from: _____

Faculty: _____ Staff: _____ Full-time: _____ Part-time: _____ Expected Start Date: _____

Contract Period: _____ months Temporary position: from _____ to _____

Athletic Coach: Full-time: _____ Part-time: _____ Contract Period: _____ months

Act 153 Clearances Required: Yes _____ No _____ (**please attach job description**)

**Approvals:**

Initiating Supervisor: _____
Signature Title Date

Vice President: _____
Signature Title Date

Director of Human Resources: _____
Signature Date

V.P. Financial Affairs: _____
Signature Date

President: _____
Signature Date

**********

**To be filled out by Human Resources: Notice of Position Filled**

Employee Name: _____ Date of Hire: _____

Address: _____

City/State/ZIP: _____

Full-time: _____ Part-time: _____ Temp: _____ Exempt: _____ Non-Exempt: _____

Salary/Wage $_____ per _____ Letter of appointment sent on: _____

**FORM 5.13 CHESTNUT HILL COLLEGE MINORS ON CAMPUS POLICY TRAINING CERTIFICATION AND ACKNOWLEDGEMENT FORM**

## Chestnut Hill College
## Minors on Campus Policy Training Certification and Acknowledgement

I, _____, hereby acknowledge that I have received a copy of Chestnut Hill College's Protecting Minors on Campus Policy and have participated in and successfully completed training regarding working with Minors provided by

_____ (training entity) on _____ (date)

I understand my obligations under the Policy in my role as an Authorized Adult in a Program involving Minors and the importance of complying with the Policy in order to ensure that Minors on campus or involved in College-sponsored programs are safe.

I hereby acknowledge my agreement to comply fully with the Policy, including the Code of Conduct and all Reporting Obligations set forth in the Policy.

Name (printed) : _____

Signature: _____ Date: _____

## CHESTNUT HILL COLLEGE REPORT OF SUSPECTED CHILD ABUSE

**Date of Report:_____**

**Reporter's Name:_____**

**Reporter's Contact Information:**

Phone Number: _____

Address: _____

**Victim Name:_____**

**Victim Contact Information (if known – *do not* undertake your own investigation):**

Phone Number: _____

Campus or Home Address: _____

**Name of Suspected Abuser (if known):_____**

**Contact Information of Suspected Abuser: _____**

Phone Number: _____

Campus or Home Address: _____

**Is the suspected abuser a College faculty or staff member, student, or volunteer?**

Yes_____ No_____

**Description of Suspected Abuse:**

Dates/Times (if known):_____

Locations (if known): _____

**Narrative Description (Basis for the report). Use additional pages if needed:**

_____
_____
_____
_____
_____
_____
_____

**FORM 5.15 CHESTNUT HILL COLLEGE PARENTAL/LEGAL GUARDIAN CONSENT, WAIVER AND INDEMNITY FORM**

## CHESTNUT HILL COLLEGE
## PARENTAL/LEGAL GUARDIAN CONSENT, WAIVER AND INDEMNITY

I hereby give permission for my minor child to participate in the _____ _____ ("Program"). I recognize and understand that the minor child will be participating in activities which may expose the minor child to some level of risk of injury and that the minor child will be participating at his/her own risk. I agree to and hereby do release and hold harmless Chestnut Hill College and its trustees, agents, officers, servants, and employees against loss (including reasonable attorneys' fees) from any and all claims, or causes of action of any kind or nature that may be brought by or on behalf of the said minor child or by me arising out of any and all known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by the said minor or by me arising out of or in connection with the Program. Furthermore, I agree to indemnify Chestnut Hill College for any loss or damage to the premises, facility, or equipment caused by my minor child. Such indemnification shall include costs and expenses incurred by Chestnut Hill College, including reasonable attorneys' fees.

**Minor Participant's Name**

_____

**Parent/Legal Guardian's Printed Name**

_____

**Parent/Legal Guardian's Address and Phone Number (In Case of Emergency)**

_____

_____

**Parent/Legal Guardian's Signature** _____

**Date** _____

**FORM 5.16 CHESTNUT HILL COLLEGE PROTECTING MINORS ON CAMPUS POLICY PROGRAM APPROVAL AND REGISTRATION**

## Protecting Minors on Campus Policy Program Approval and Registration

Program Director Name and Address: _____
_____

Phone Number: _____ Email Address: _____

Name and Description of Activity/Program:
_____

_____

Date(s) and Location(s) of Activity/Program:
_____

How Minors will Participate in the Activity: _____
_____

Authorized Adults (list all participating adults and identify whether they are "Authorized Adults"; if any is not an "Authorized Adult," state which requirements remain unsatisfied. Attach an addendum and supplement, if necessary.):

| Name | Authorized (Y/N) | Outstanding Requirements |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Administrative Requirements for Activity (e.g., waivers, permission slips, medical emergency forms):
_____
_____

**Signatures:** **Date:**

Program Director: _____ _____

College Coordinator:_____ _____
(if Program Director is not a College employee)

Vice President:_____ _____

After obtaining required approval for the Program, please send this completed form to the attention of the Director of Human Resources, at least 60 days prior to the first scheduled date of participation by minors.

**FORM 5.17 NON-FMLA MEDICAL LEAVE OF ABSENCE REQUEST FORM**

I am requesting a Non-FMLA Medical Leave of Absence. Due to FMLA requirements, I currently am not eligible based on one or both of the conditions listed below:

_____ I have not met the one-year employment requirements

_____ I have not worked 1,250 hours over the previous 12 months

---

Employee Name:_____

Position: _____ Department: _____

Hire Date: _____

---

Requested Leave Start Date: _____ Requested Leave End Date: _____

Maximum time allowed for Non-FMLA medical leave is six (6) weeks

---

Reason for Leave of Absence: _____
Employee Medical Condition: Non-FMLA medical leave of absence is for a serious health condition, as defined under FMLA that makes you unable to work. (CERTIFICATION FROM HEALTHCARE PROVIDER MUST BE ATTACHED)

Please check one: _____ Your own serious health condition

_____ Birth of a child and to care for that child

I understand that I must use accrued paid time off as a part of my leave of absence. I understand that a Non-FMLA medical leave does not have job restoration rights. Failure to return to work in accordance with the College's Non-FMLA Medical Leave of Absence policy may result in termination of my employment. I agree to reimburse the College for any missed payroll deductions for health benefits should I go to an unpaid status while on leave, and, if I do not return to work at the end of my leave, the College may require that I reimburse the amount it paid for my health benefits.

Employee Signature: _____ Date: _____

| Human Resources Approval |
| --- |
| Signature : _____ Date: _____ |

**FORM 5.18 EMPLOYEE DATA RECORD FORM**

# EMPLOYEE DATA RECORD

**PLEASE COMPLETE THIS EMPLOYEE DATA RECORD.**
**IT WILL SUPPLY US WITH THE INFORMATION NEEDED FOR PERSONNEL. PLEASE PRINT LEGIBLY**

Name _____ Social Security # _____
LAST FIRST MIDDLE

Present Address_____City_____State_____Zip_____

Home Phone:_____Cell Phone:_____Email: _____

## CHESTNUT HILL COLLEGE EMPLOYMENT INFORMATION

Job Title_____ Supervisor_____

Department_____ Dept. Budget # _____

Status: Full time_____Part time_____Hours worked per week_____Date of Hire_____

Please check one: Staff_____Faculty_____ Adjunct Faculty_____Highest Degree Attained _____

## IN CASE OF EMERGENCY, NOTIFY:

3. Name_____

Phone # (Day)_____Phone # (Night)_____Relationship_____

4. Name_____

Phone # (Day)_____Phone # (Night)_____Relationship_____

## PERSONAL DATA

Date of Birth_____/_____/_____ Gender: [ ] Male [ ] Female [ ] Nonbinary [ ] Prefer not to say [ ] Other

Marital Status: [ ] Single [ ] Married
Name of spouse_____Number of dependents including yourself_____

Dependent Children: 1._____ 2._____

3._____ 4._____

## ETHNIC ORIGIN (please answer the question below for statistical purposes only):

***Chestnut Hill College is required by the federal government to ask the following question about your race/ethnicity. Your response enables us to do research as well as qualify for grants and develop programs that will benefit our students. This information will never be used in decisions about individuals, such as admissions or registration or employment priorities. It will be used only for research, grant applications, and efforts to improve our academic programs and student services. We ask that you please respond to the question below as accurately as you can.***

**1.** Please put an X in the box for one or more of the following:

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Hispanic or Latino, or Spanish Origin
- ☐ Middle Eastern of North African
- ☐ Native Hawaiian or Pacific Islander
- ☐ White
- ☐ Some other race, ethnicity or origin

Date Completed: _____ Updated January 2018

**FORM 5.19 CHESTNUT HILL COLLEGE LEAVE REQUEST FORM**

## LEAVE REQUEST

EMPLOYEE NAME _____

| Type of Leave | # of Days | Dates |
|---|---|---|
| **Vacation** | | |
| **Religious Retreat** | | |
| **Compensatory Time** | | |
| **Other (please explain)** | | |
| **Unpaid Leave** | | |

Comments:

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature Date

**FORM 5.20 BOMB THREAT CHECKLIST**

**BOMB THREAT CHECKLIST**

**Telephone Procedures**

- Record exact date and time of call
- Record extension that call came in on
- If possible, write down exact words of caller and threat
- Remain calm, be courteous, listen to, and do not interrupt the caller
- If possible, get attention of another person - give note to alert Security
- Do not hang up the phone; leave line open

****If your phone has caller ID display, record number of incoming call****

**Try to keep the caller on the phone and talking by asking the following questions:**

- When will the bomb explode? At what time?
- Where is it located? What floor? Room?
- What does it look like?
- What kind of a bomb is it?
- What will cause it to explode?
- Why are you doing this?
- What is your name?
- Did you place the bomb?

**DESCRIPTION OF CALLER** (circle all that apply)

**Sex:** Male _____ Female _____ Unknown_____ Approximate Age: _____

| **Voice** | **Speech** | **Language** | **Behavior** | **Background Noise** |
|---|---|---|---|---|
| Distorted | Accented | Foreign | Agitated | Airport |
| Intoxicated | Deliberate | Foul | Angry | Animals |
| Loud | Distinct | Intelligent | Blaming | Baby |
| Muffled | Fast | Irrational | Calm | Birds |
| Nasal | Hesitant | Rational | Fearful | General Noise |
| Pitch – High | Lisp | Slang | Laughing | Guns Firing |
| Pitch – Medium | Slow | Unintelligible | Nervous | Gymnasium |
| Pitch – Low | Slurred | If Foreign, Describe: | Righteous | Machinery |
| Pleasant | Stuttered | | Other: | Music |
| Raspy | If Accented, Describe: | | | Party |
| Smooth | | | | Quiet |
| Soft | | | | Restaurant |
| Squeaky | | | | Talking |
| Unclear | | | | Tavern/Bar |
| Other: | | | | Television |
| | | | | Other: |

**FORM 5.21 GUEST SPEAKER AGREEMENT**

CHESTNUT HILL COLLEGE

# GUEST SPEAKER AGREEMENT

NAME OF SPEAKER: _____

AGENT/AGENCY (if any): _____

ADDRESS: _____ CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX: _____

This Agreement is entered into between Chestnut Hill College ("the College"), an institution of higher education and the Speaker named above.

1. **SERVICES:** The Speaker shall perform the services described below:

   Guest Speaker Topic/Speech Title: _____

   CHC Contact Person: _____ Telephone: _____

   Club/Organization/School: _____ Event Date: _____

   Location: _____ Start Time: _____ End Time: _____ *(Eastern Time Zone)*

   Event Length: _____ Q&A length: _____ *(leave blank if no Q&A)*

   Speaker requires the following equipment /items for this Agreement:

   _____

   _____

2. **COMPENSATION:** The College will pay as a flat fee, inclusive of travel and all expenses, the amount of: _____ ($_____).

3. **TERMS OF PAYMENT**: Payment to the Speaker will be processed within 45 days of engagement.

   College check/electronic payment made payable to: _____

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**. Speaker shall defend, indemnify, and hold harmless the College, its Board of Trustees, officers, agents, employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Speaker hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the College's sole negligence or willful misconduct.

5. **TERMINATION.** This contract may be terminated at no cost to either party upon 60 days advance written notice.

6. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the

Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

7. **COMPLIANCE**. Contractor (Speaker), and any subcontractors to this contract regardless of tier, shall register and participate in a verification of the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.
8. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED**. It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.
9. **RIGHT TO NAME AND PHOTOGRAPH:** The Contractor hereby grants to the College the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular College program or activity or in any instructional or information materials derived directly from and credited to the program or activity.
10. **OTHER**. The Speaker is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising hereunder shall be resolved exclusively in the courts of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the undersigned have set their respective hands on the Date of Agreement recited above.

| **CHESTNUT HILL COLLEGE** | **SPEAKER** |
|---|---|
| By:_____ | By:_____ |
| Authorized CHC Representative | Authorized Representative |
| Print Name:_____ | Print Name:_____ |
| Position Title: _____ | Position Title: _____ |
| Date: _____ | Date: _____ |

**Questions regarding the CHC Guest Speaker Agreement should be directed to:**

Chestnut Hill College
General Counsel
9601 Germantown Avenue, Philadelphia, PA 19118
Phone: 215.248.7026

CHESTNUT HILL COLLEGE

# GUEST LECTURER AGREEMENT

NAME OF LECTURER:_____

AGENT/AGENCY (if any): _____

ADDRESS:_____CITY, STATE & ZIP: _____

TELEPHONE:_____FAX: _____

This Agreement is entered into between Chestnut Hill College ("the College"), an institution of higher education and the Lecturer named above.

**1.** SERVICES: The Lecturer shall perform the services described below:

Guest Lecturer Topic/Speech Title: _____

CHC Contact Person:_____Telephone: _____

Club/Organization/School:_____Event Date: _____

Location:_____Start Time:_____End Time:_____*(Eastern Time Zone)*

Length: _____Q&A length:_____*(leave blank if no Q&A)*

Lecturer requires the following equipment /items for this Agreement:

_____

_____

2. **COMPENSATION:** The College will pay as a flat fee, inclusive of travel and all expenses, the amount of: _____ ($_____).

3. **TERMS OF PAYMENT**: Payment to the Lecturer will be processed within 45 days of engagement.

College check/electronic payment made payable to: _____

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**. Lecturer shall defend, indemnify, and hold harmless the College, its Board of Trustees, officers, agents, employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Lecturer hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the College's sole negligence or willful misconduct.

5. **TERMINATION.** This contract may be terminated at no cost to either party upon 60 days advance written notice.

5. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

6. **COMPLIANCE**. Contractor (Lecturer), and any subcontractors to this contract regardless of tier, shall register and participate in a verification of the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.

7. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED**. It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

8. **RIGHT TO NAME AND PHOTOGRAPH:** The Contractor hereby grants to the College the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular College program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

9. **OTHER**. The Lecturer is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising hereunder shall be resolved exclusively in the courts of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the undersigned have set their respective hands on the Date of Agreement recited above.

| **CHESTNUT HILL COLLEGE** | **SPEAKER** |
|---|---|
| By:_____ | By:_____ |
| Authorized CHC Representative | Authorized Representative |
| Print Name:_____ | Print Name:_____ |
| Position Title: _____ | Position Title: _____ |
| Date: _____ | Date: _____ |

**Questions regarding the CHC Guest Lecturer Agreement should be directed to:**
Chestnut Hill College General Counsel
9601 Germantown Avenue, Philadelphia, PA 19118
Phone: 215.248.7026

**FORM 5.24 GUEST ARTIST AGREEMENT**

CHESTNUT HILL COLLEGE

# GUEST ARTIST AGREEMENT

NAME OF ARTIST: _____

AGENT/AGENCY (if any): _____

ADDRESS:_____CITY, STATE & ZIP: _____

TELEPHONE:_____FAX: _____

This Agreement is entered into between Chestnut Hill College ("the College"), an institution of higher education and the Artist named above.

1. **SERVICES:** The Artist shall perform the services described below:

   Guest Artist Topic/Title_____

   CHC Contact Person:_____Telephone:_____

   Club/Organization/School:_____Event Date:_____ Location:___

   _____Start Time:_____End Time:_____*(Eastern Time Zone)* Length:___Q&A length:_____

   _____*(leave blank if no Q&A)* Artist requires the following equipment /items for this Agreement:

   _____

   _____

2. **COMPENSATION:** The College will pay as a flat fee, inclusive of travel and all expenses, the amount of: _____ ($_____).

3. **TERMS OF PAYMENT**: Payment to the Artist will be processed within 45 days of engagement.
   College check/electronic payment made payable to:_____

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**. Artist shall defend, indemnify, and hold harmless the College, its Board of Trustees, officers, agents, employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Artist hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the College's sole negligence or willful misconduct.
5. **TERMINATION.** This contract may be terminated at no cost to either party upon 60 days advance written notice.

6. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an

event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

7. **COMPLIANCE**. Contractor (Artist), and any subcontractors to this contract regardless of tier, shall register and participate in a verification of the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.

8. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED**. It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

9. **RIGHT TO NAME AND PHOTOGRAPH:** The Contractor hereby grants to the College the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular College program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

10. **OTHER:** The Artist is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. The Agreement is the complete & exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising hereunder shall be resolved exclusively in the courts of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the undersigned have set their respective hands on the Date of Agreement recited above.

| **CHESTNUT HILL COLLEGE** | **ARTIST** |
|---|---|
| by: _____ | by: _____ |
| Authorized CHC Representative | Authorized Representative |
| Print Name_____ | Print Name: _____ |
| Position Title: _____ | Position Title: _____ |
| Date: _____ | Date:_____ |

**Questions regarding the CHC Guest Artist Agreement should be directed to:**
Chestnut Hill College General Counsel
9601 Germantown Avenue, Philadelphia, PA 19118
Phone: 215.248.7026

## FORM 5.24 INDEPENDENT CONTRACTOR CHECKLIST

### Chestnut Hill College Employee vs. Independent Contractor Checklist

When contracting for services, you must evaluate whether the Internal Revenue Service (IRS) would consider the person providing the services an independent contractor or a Chestnut Hill College employee. There are financial consequences to Chestnut Hill College (CHC) if the IRS determines that the College misclassified a service provider.

An **independent contractor** is a person or business entity which:

1. is free from CHC's immediate direction and control in their performance of the services
2. is responsible to CHC only for the contracted result of the work, not the manner or method used to accomplish the work
3. solely controls and directs how the service is provided, who provides it, and the means used to provide the service
4. sets his/her own prices for goods and fees for service
5. can terminate contract while not terminating his/her business
6. can terminate contract while not creating an unemployment situation
7. uses advertising to promote their business
8. provides goods and/or services to a segment general public of their own choosing

When contracting for services you should use the following checklist, which compares employee characteristics with those of an **independent contractor**.

**EMPLOYEE**

- ☐ Directed and controlled by CHC
- ☐ Does tasks in the manner CHC requests
- ☐ Does not have a financial investment in the work they are providing for CHC
- ☐ CHC provides tools, equipment, and skills training
- ☐ The individual works under CHC's business license
- ☐ Often receives benefits beyond payment for service
- ☐ (retirement and health plans)
- ☐ Receives a net check. CHC withholds income tax and FICA taxes.
- ☐ Works at CHC's place of business
- ☐ Works the hours set by CHC
- ☐ Works only for CHC
- ☐ Does not advertise
- ☐ Eligible for workers' compensation benefits
- ☐ Has some rights prior to termination
- ☐ Covered by minimum wage and overtime rules
- ☐ May join or form a union

**INDEPENDENT CONTRACTOR**

- ☐ Independent
- ☐ Does tasks in his/her own way
- ☐ Assumes the costs associated with doing the work for CHC
- ☐ Comes to the job with required tools, equipment, skills
- ☐ The individual obtains his or her own business license
- ☐ Receives only payment for service
- ☐ Receives a gross amount check. Pays own taxes.
- ☐ Works at his/her own office or home
- ☐ Sets his/her own hours
- ☐ Provides services to multiple entities
- ☐ Has customers as a result of advertising and being known by the public as a business
- ☐ Not covered by CHC's workers' compensation
- ☐ No rights prior to termination unless contracted
- ☐ Paid as contracted; no overtime
- ☐ No right to union representation

If it is determined that the relationship you are considering falls into the Employer/Employee category, you must contact Human Resources by email at doughertys@chc.edu or by phone at 215.248.7036 to determine the appropriate mechanism for hiring the individual.

**FORM 5.25 INDEPENDENT CONTRACTOR AGREEMENT**

CHESTNUT HILL COLLEGE

# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective this _____day of _____, is made by and between Chestnut Hill College ("the College"), an institution of higher education and _____ (the "Contractor"). For good and valuable consideration, the parties agree as follows:

1. **GENERAL PURPOSE:** The general purpose of this Agreement is for _____
_____
_____

Contractor will perform duties as directed by_____

_____

The details, including scope of work and timetables are more fully set forth in the attached Exhibit A, incorporated herein.

2. **TERM:** The term of this Agreement shall be from_____/_____ /_____ until _____/_____/_____.

3. **PAYMENT AND INVOICES:**
   a. The College agrees to pay a maximum fee of_____ dollars ($_____ ) for the Services rendered by Contractor hereunder, including all amounts already paid.
   b) Upon satisfactory completion of the Services, the College shall compensate Contractor up to maximum amounts listed above. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Contractor to College upon completion of the work, said application to cover and include all fees earned and expenses incurred. Contractor shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. College reserves the right to require reasonable additional supporting documentation from Contractor. All applications for payment shall be on forms acceptable to or approved by College.
   c) College shall reimburse the following incidental out-of-pocket expenses:
      i. Airplane travel for_____person(s) (coach only), not to exceed $_____.
      ii. One rental car in an amount not to exceed $_____per day.
      iii. Lodging for_____person(s) for_____night(s) not to exceed $_____per day.
      iv. Meals for_____person(s) for_____day(s) not to exceed $_____per day.
      v. Other as follows:

4. **ENTIRE AGREEMENT:** This Agreement and any applicable attachments and exhibits shall constitute the complete and exclusive statement of the agreement between College and Contractor with respect to the

Work created hereunder. The Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of the Agreement shall not affect the validity of other provisions. To the extent that Contractor's terms and conditions, if any, shall conflict with the Agreement, this Agreement shall control. Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in the Agreement have been inserted solely for convenient reference and shall be ignored in its construction.

5. **INDEPENDENT CONTRACTOR:** In performing hereunder, Contractor and its employees, agents, subcontractors and representatives shall be as independent contractors and not as employees or agents of College. All persons furnished or retained by Contractor in connection with this Agreement are so furnished or retained as Contractor's employees or agents. Contractor shall not transact business, enter into agreements, or otherwise make commitments on behalf of College unless expressly authorized in writing by College. Neither Contractor nor its employees, agents, subcontractors or representatives shall be entitled to benefits provided by College to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. College shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Contractor or its employees, agents, subcontractors or representatives. Contractor agrees to report and pay all such applicable taxes. Contractor shall defend, indemnify and hold harmless College from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim or finding that Contractor and/or its employees, agents, subcontractors or representatives are employees of College.

**6. WARRANTY:** Contractor warrants that all Services shall conform to the specifications of this Agreement and shall be performed in a professional and workman-like manner.

**7. TERMINATION:**

a) College may terminate this Agreement at any time, in whole or in part, by 60 days written notice to Contractor. If such termination is for College's convenience, College, after deducting any amount(s) previously paid, shall pay for all Services rendered by Contractor, as well as any reasonable costs incurred by Contractor, up to the time of termination but not including Contractor's lost profits. Under no circumstances shall Contractor be entitled to recover more than the price of the Services as stated in the Agreement. Upon receiving notice of College's termination for convenience, Contractor shall use its best efforts to reduce or mitigate any costs incurred in connection with the Services.

b) Either party may, without prejudice to any other rights or remedies provided at law, inequity or under this Agreement, by 60 days written notice to the other party, terminate this Agreement in whole or in part under any of the following circumstances:

i. If the non-terminating party applies for bankruptcy, makes an assignment for the benefit of creditors, or is in receivership; or
ii. If the non-terminating party fails to perform any of the terms of this Agreement and so fails to cure such failure within thirty (30) days after receiving notice from the terminating party; or
iii. If the non-terminating party fails to make progress such that the terminating party has reason to question the non-terminating party's ability to perform and the non-terminating party fails to provide adequate assurance of its ability to perform within a period of thirty (30) days after receiving notice from the terminating party.

In the event College terminates this Agreement pursuant to this subparagraph b, Contractor shall also be obligated to pay any direct damages, including but not limited to all additional costs that College may incur in finding replacement Services, as well was any consequential and incidental damages incurred by College. In the event Contractor terminates this Agreement pursuant to this subparagraph b, College shall not be liable for consequential and incidental damages incurred by Contractor and in no circumstances shall College's liability exceed the price of the Services as stated in this Agreement.

c) Upon termination of this Agreement, College, in addition to any other rights or remedies available at law, in equity or under this Agreement, may require Contractor to transfer title to and deliver to College, in the manner and to the extent directed by College, any goods, plans, drawings, or other materials that Contractor has specifically produced or acquired for the performance of the Agreement ("Performance Materials"). Payment for such Performance Materials shall be at the price specified in this Agreement or as otherwise agreed upon by the parties.

8. **FORCE MAJEURE:** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract

9. **OWNERSHIP:** College shall own all data, information and other work arising directly from Contractor's performance hereunder. College shall at all times have access to review the ongoing work of Contractor for purposes of inspecting same and determining that work is being performed in accordance with the terms of this Agreement. Immediately upon termination of this Agreement for any reason, all such data, information and other work, in whatever form, shall be turned over to College.

Any works of authorship developed in the course of performance under this Agreement shall be deemed works-for-hire under federal copyright law and all ownership rights to such copyrightable works shall be the property of College. Should any works of authorship not constitute works-for-hire under federal copyright law, Contractor hereby grants, transfers, assigns and conveys to College and its successors and assigns, Contractor's entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.

Any patentable invention conceived or reduced to practice in the course of performance under this Agreement shall be the property of College. All trademark or other intellectual property rights arising directly from Contractor's performance under this Agreement shall be the property of College.

Whether a copyright, patent, trademark or other intellectual property right shall be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of College. Contractor agrees to cooperate fully with College in the preparation and execution of all documents necessary or incidental to the protection and preservation of the rights granted herein to College. Contractor warrants and represents that the Services provided hereunder will not infringe, individually or collectively, any copyright, patent, trademark or other intellectual property right of any third party.

10. **COLLEGE EQUIPMENT:** All materials, tools, equipment and other property either furnished by College to Contractor or individually paid for by College ("College Equipment") shall remain the property of College, but Contractor shall assume all risks of and be entirely responsible for any losses or damages arising from its use of College Equipment. Upon completion or termination of this Agreement, Contractor shall promptly return all College Equipment in the condition in which Contractor received it, taking into account reasonable wear and tear.

11. **CONFIDENTIAL INFORMATION:** Contractor shall treat as confidential all non-public information disclosed by College in connection with this Agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this Agreement shall also be deemed Confidential Information. Contractor shall not disclose Confidential Information to any third party except as College authorizes, and shall only disclose it to those within Contractor's organization who need to use it in performance of the Agreement. Upon completion or termination of this Agreement, Contractor shall return or destroy all such Confidential Information (except for this Agreement), or otherwise dispose of it as College may approve. This provision is not intended to restrict Contractor's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Contractor shall defend, indemnify and hold harmless College from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by College as a result of any disclosure or use of any Confidential Information in violation of this Agreement.

12. **USE OF CHESTNUT HILL COLLEGE NAME OR MARKS:** Contractor shall not use College's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of College.

13. **GOVERNING LAW/VENUE:** All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be in the State or Federal courts located in the Commonwealth of Pennsylvania.

14. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless College, its officers, employees, current and former trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, (collectively, "Claims") sustained or alleged to have been sustained in connection with or arising out of the performance hereunder of Contractor, its agents, employees, subcontractors and consultants, even in the event College is alleged or found to be partially negligent. However, Contractor shall not be obligated to so indemnify College in the event College is proven to be solely negligent.

    If any Claims alleging infringement of intellectual property rights, including but not limited to Claims of patent or copyright infringement or misappropriation of trade secrets, are brought against College, its officers, employees, trustees, agents and/or representatives in connection with College's use of any goods or materials that Contractor specifically produces for the performance of this Agreement, Contractor shall not only indemnify College, its officers, employees, trustees, agents and representatives as set forth above but also, upon College's request, shall procure for College the right to continue to use such goods or materials, or replace or modify such goods or materials, such that the alleged infringement is removed;

provided, however, that such alleged infringement does not arise solely from College's alteration or modification of the goods or materials.

**15. INSURANCE:** If Contractor shall hereunder provide Services on College's property, Contractor shall maintain and keep in force at Contractor's expense the following minimum insurance coverage throughout Contractor's performance under this Agreement:

| | | |
|---|---|---|
| a. | Workers Compensation | Statutory |
| b. | Employer's Liability | $500,000 |
| c. | Commercial General Liability: | |
| | Combined Single Limit Each Occurrence | $1,000,000 |
| | Aggregate | $2,000,000 |
| d. | Automobile Liability (if applicable) | |
| | Bodily Injury and Property Damage | $1,000,000 |
| e. | Commercial Crime/Fidelity insurance per occurrence | $1,000,000 |

If Contractor is required to maintain a professional license in order to practice his/her profession, Contractor must maintain professional liability insurance in the amount of $1 million per occurrence. Professions this applies to, but is not limited to, include architects, engineers, attorneys, physicians, nurses and physical therapists. This sample list of professions is representative only and is not meant to be complete.

The Automobile Liability insurance shall provide coverage for any vehicle used by Contractor.

Chestnut Hill College, including its trustees, officers, employees and agents, shall be named as additional insureds in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages — with a statement thereon that College is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force — shall be sent to the Vice President of Financial Services, 9601 Germantown Avenue, Philadelphia, PA 19118 before Contractor's performance begins, and renewal certificates shall be provided annually until Contractor's performance has been completed and accepted.

Contractor shall be solely responsible for payment of premiums and deductibles for all of the aforesaid insurance. Should any of the aforesaid insurance policies be cancelled or materially changed, Contractor shall provide thirty (30) days prior written notice to the Vice President of Financial Services, 9601 Germantown Avenue, Philadelphia, PA 19118. Contractor shall not change the levels of coverage or permit coverage to expire until all the Services have been completed and accepted. Contractor shall not enter upon College property to perform hereunder unless Contractor is and remains insured in accordance with the above requirements. Contractor shall indemnify College for any loss suffered by College for the failure of Contractor to be so insured.

**16. CONFLICTS:** Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interests between Contractor and College, its trustees or employees. In the event of change in Contractor's interests, Contractor shall inform College regarding any conflicts of interest that arise or are likely to arise as a result of such change. Contractor hereby represents that it has neither received nor given gifts or gratuities to any member of the Chestnut Hill College community, nor participated in any other unethical conduct in connection with this Agreement. If, at any time, the College determines that

Contractor is in violation of any representation under this Paragraph, College may cancel the Agreement upon written notice to Contractor, and College shall have no further obligation to Contractor.

17. **COMPLIANCE WITH LAWS/POLICIES:** In performing its work under the terms of this Agreement, Contractor warrants that it will comply with all federal, state and local laws as well as Chestnut Hill College policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, affirmative action, and privacy of information. Contractor agrees to enter into any and all additional terms necessary to address compliance with privacy laws, including but not limited to, FERPA and the Health Insurance Portability and Accountability Act (HIPAA). To the extent that Contractor is a company regulated or covered by the Sarbanes-Oxley Act, as amended, compliance with Sarbanes-Oxley is a condition of doing business with College and failure to be in compliance shall be considered a material breach of the Agreement.

18. **TAX EXEMPTION:** The parties acknowledge that the College is a tax-exempt entity. Contractor shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of College.

19. **ASSIGNMENTS:** Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

20. **MISCELLANEOUS:** The effective date of this Agreement shall be the date of signature of College's authorized representative. Contractor warrants that it will comply with all federal, state and local laws applicable to its performance hereunder. The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties. No third party is intended to be a third party beneficiary of this Agreement. This Agreement is binding upon the parties and their respective heirs, successors and assigns. A breach of Contractor's obligations under this Agreement by Contractor's employees, advisors or permitted subcontractors will be deemed a breach of this Agreement by Contractor. This Agreement may be executed in multiple counterparts which, when taken together, will be deemed to constitute one instrument.

21. **NOTICE:** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier services or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such addresses as the parties may from time to time direct in writing.

**College:**

Chestnut Hill College
9601 Germantown Avenue
Philadelphia, PA 19118
Phone:

**With a copy to:**
Office of the General Counsel
Chestnut Hill College
9601 Germantown Avenue
Philadelphia, PA 19118
Phone: 215.248.7026

**Consultant:**

_____
_____
_____

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

**22. SURVIVAL:** This and Paragraphs 1, 5, 6, 8, 10, 11, 12, 14, 15, 16, 17, 21 and 22 hereunder shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

**Chestnut Hill College**

Signature: _____ Date: _____

Name: _____

Title: _____

**Independent Contractor**

Signature: _____ Date: _____

Name:_____

Title: _____

Address: _____

Telephone: _____

Email: _____

Social Security or Tax I.D. number: _____

**EXHIBIT A**