



Park University Employee Handbook



**EMPLOYEE HANDBOOK
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1.0 PREFACE

1.1 Introduction

This Handbook provides an overview of Park University employment policies, procedures, and basic guidelines of employment. Although this Handbook contains many of Park University's employment policies, it is not meant to be a comprehensive statement of all the University's employment policies, procedures and benefits. It is intended only as a guide.

This Handbook is not a contract of employment and supersedes all previous editions. Neither this Handbook, nor any of the policies contained herein, create a contractual relationship between the University and its Employees. The University reserves the right to modify, add, delete, revise or terminate any policy or information contained in this Handbook at any time.

University Employees not covered by the Full-Time Faculty Collective Bargaining Agreement or individual employment contracts for definite terms are At-Will Employees. Either an At-Will Employee or the University can terminate the employment relationship at any time with or without cause or notice. The University's decision to terminate an at-will employee is not grievable.

A current copy of the Handbook will be maintained online at www.park.edu/HR, which will be updated as University policies are modified. Notice of changes in personnel policies, procedures and benefits will be sent to Employees by e-mail.

The Department of Human Resource Services will provide Employees with current information about University policies, procedures, benefits and employment opportunities. The Department of Human Resource Services Employees are also available to discuss any issues or concerns that may arise during an Employee's employment.

The Department of Human Resource Services maintains an official personnel file for each Employee. Employees are required to notify the Department of Human Resource Services of any changes in any information about the Employee that the University is required to maintain whether by law, University Policy, the Collective Bargaining Agreement, or is required in order to enable the University to properly administer any University Benefit Plan. Such information includes, but is not limited to changes of name, marital status, tax-withholding authorizations, home addresses and home telephone numbers. If there is any conflict between the information contained in this Handbook and any University Policies not set forth in full in this Handbook or procedures or in any University Benefit Plan documents then those University Policies, procedures and the University Benefit Plan documents will govern.



1.2 Park University History

Founded in 1875 in Parkville, Mo., Park University has developed into a comprehensive, fully-accredited, independent institution that is a national leader in higher education. In 2000, Park achieved university status and currently serves more than 26,000 students at 43 Campus Centers in 21 states and Online, including Parkville, Independence and Kansas City, Mo., and Austin, Texas.

Serving an ethnically diverse student population and non-traditional adult learners has, for many years, been central to Park's educational mission. Even in its first year, Park University enrolled women students as well as men, something that was unusual at the time; and two of the original 17 students were Native Americans. And, Park was an early integrator when it welcomed African-American students to live in Park's residence halls in the 1950s.

Park continues to increase access to higher education by offering the quality undergraduate and graduate degrees students desire at locations, times and delivery formats that best serve their needs. Providing such access has developed considerable diversity among the student population, with more than 630 international students from 112 countries, and a 42 percent student representation from racial, ethnic and cultural groups typically underrepresented in colleges and universities. The University has repeatedly been recognized as one of the top 100 American colleges/universities in the nation graduating Hispanic, African-American and American-Indian students. In addition, extracurricular activities and championship-caliber athletic programs complement Park's outstanding scholastic programs.

Park University offers numerous degree programs Online, and maintains a long-standing relationship with the U.S. Military for which it has been recognized as one of the largest providers of Online undergraduate education to military learners worldwide.

1.3 Mission Statement

The mission of Park University, an entrepreneurial institution of learning, is to provide access to academic excellence, which will prepare learners to think critically, communicate effectively and engage in lifelong learning while serving a global community.

1.4 Vision Statement

Park University will be a renowned international leader in providing innovative educational opportunities for students within the global society.

1.5 Core Values

1.5.1 Commitment to commonalities and differences

1.5.2 Commitment to community among all peoples of the world

1.5.3 Commitment to lifelong learning



1.6 Goals

- 1.6.1 Enhance the Image and Identity of Park University
- 1.6.2 Ensure Academic Excellence
- 1.6.3 Ensure Excellence in Student Services
- 1.6.4 Ensure that Park University Functions as One University

1.7 Use Of Defined Terms

The definitions of capitalized words and phrases in this Employee Handbook have special meanings. The definitions of the defined terms generally used throughout this Handbook appear in Appendix A and Employees should review those terms prior to reading these Policies and Procedures and thereafter refer to them as needed. Defined terms that are unique to individual sections of this Handbook are defined within those sections.

2.0 PERSONNEL POLICIES

2.1 Equal Employment Opportunity Policy

- 2.1.1 Purpose: To articulate that the University is committed to equality in employment regarding all personnel matters in both academic and non-academic areas.
- 2.1.2 The University will not discriminate on the basis of race, color, religion, gender, marital status, sexual orientation, pregnancy, national origin, age, disability, and veteran status.
- 2.1.3 The University will follow procedures to prohibit discrimination in accordance with applicable legal principles, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972.
- 2.1.4 Inquiries or concerns regarding this Policy may be directed to the Director of Human Resource Services.

2.2 Diversity Statement

- 2.2.1 Purpose: To reflect the commitment of the University to developing a diverse workforce.
- 2.2.2 The University is committed to recruiting, developing, retaining, and promoting talented Employees with diverse backgrounds, talents, skills and experiences. At the University, diversity encompasses a variety of characteristics, lifestyles, and perspectives.



- 2.2.3 The University firmly believes this diversity is essential to enhance the quality of service to its Students, to meet the needs and goals of its learners, and to ensure the personal satisfaction of its Employees and the University community.

2.3 **Anti-Retaliation Policy**

- 2.3.1 Purpose. Park University is committed to the highest possible standards of ethical, moral and legal conduct. Further, Park recognizes that the integrity of our institution is critical. In line with this commitment to integrity and our commitment to open communication, this policy sets forth the method for employees to raise concerns regarding possible illegal conduct and/or conduct which violates any University policy, and to reassure employees that they will be protected from harassment, discrimination, reprisals or victimization for raising such concerns in good faith.
- 2.3.2 Prohibited Conduct. A University employee may not: (1) retaliate against another University employee who has raised concerns regarding a possible violation of any University policy or other local, state or federal law or who has refused to obey an illegal order, nor (2) directly or indirectly use or attempt to use the official authority or influence of his or her position or office for the purpose of interfering with the right of a University employee to raise such concerns.
- 2.3.3 Disciplinary Action. Any employee who violates this policy will be subject to discipline, up to and including termination.

2.4 **Attendance And Punctuality**

- 2.4.1 Purpose. To assure that University Employees understand when and where they are required to work.
- 2.4.2 Each Employee is employed to perform an important job at the University and is required to report to work on time, to be at the Employee's workstation ready to work at the beginning of the Employee's shift, and to work the full scheduled workday. Absence and tardiness require other Employees to fill in for absent Employees and assume extra responsibilities to do the job of an absent Employee. In order to meet the needs of the University, Employees are required to be punctual and to avoid unexcused absences.
- 2.4.3 In the event an Employee will be absent or late for work, the Employee must contact the Employee's Supervisor or other designated individual, before the Employee's scheduled start time, to give notice of the absence, the reason for the absence, and the anticipated date and time the Employee will return to work. In the event an Employee is absent for three days or more, the University may require the Employee to submit a doctor's statement.
- 2.4.4 An Employee's unauthorized absence of three days or more shall be treated as a voluntary resignation. Such unauthorized absence shall include, but not be



limited to, absences for which the Employee failed to give the required notice of the absence.

- 2.4.5 Excessive absenteeism and/or tardiness may subject an Employee to Disciplinary Action, up to and including termination.

2.5 **Breaks And Rest Periods**

- 2.5.1 Purpose. To outline the basis upon which rest periods are permitted.
- 2.5.2 University Employees may take a ten-minute rest period in the morning and afternoon. Each office should stagger break times so that the office remains fully staffed at all times.
- 2.5.3 Rest periods for Hourly Employees will be scheduled by their Supervisors.
- 2.5.4 Office personnel who work at least 37 ½ hours per week and Employees who work 40 hours per week in the Department of Environmental Services and in the Department of Public Safety are entitled to take one hour for lunch, although arrangements must be made to assure adequate coverage at all times during normal business hours.

2.6 **Bulk E-Mail Policy**

- 2.6.1 Purpose. To minimize the number of bulk emails sent on the University Information Technology System.
- 2.6.2 Transmission of mail to multiple Park University Employees must be controlled so that Employees do not receive large quantities of unwanted and unsolicited e-mail. Such mass e-mailings waste system resources, as well as the time of the recipients. For these reasons the use of mass e-mail is restricted to e-mail from the University that is relevant to official University business, the University's mission, and is important to a significant segment of the campus community.
- 2.6.3 Mass e-mail is appropriate only under the following circumstances: Notification of Emergency or crisis situations (including closing or delays due to hazardous weather conditions or power outages, the need to provide special assistance to Students, etc.); notification of crimes or other conditions that threaten public safety; notification of sudden changes in traffic, campus vehicular access and parking due to Emergencies; notification of planned or sudden disruption of significant network features; and/or notification of other critical and time-sensitive situations affecting a Campus Center as a whole.
- 2.6.4 Sending unsolicited e-mail to all Employees and/or Students of the University, or a substantial subset thereof, requires the approval of the President or area Vice President. The e-mailing will not be approved unless it is determined that the requested email is important and related to University functions. Approved messages must adhere to the following requirements:



- 2.6.4.1 The “Subject” must adequately represent the message’s content to help recipients better prioritize incoming e-mail.
- 2.6.4.2 The message must be brief. (Lengthy messages must be posted to an appropriate web page, to which the approved e-mail will provide a link.)
- 2.6.4.3 The message must be broadcast only to those for whom the message is relevant.
- 2.6.4.4 The message must be content-appropriate.
- 2.6.5 The message must comply with all University policies including the Information Technology Policies and Procedures and the Harassment Policy. The message cannot include material that is libelous, obscene, intimidating, or otherwise illegal.

2.7 Computers, Internet, E-Mail, Voice Mail And Fax Machines

- 2.7.1 Purpose. To regulate the use of University equipment in order to assure that it is used for the purposes intended by the University.
- 2.7.2 The use of the University Information Technology Network, including University computers is governed by the University Information Technology Policies and Procedures, and Employees are bound by those policies which can be reviewed online or in the Information Technology Department. Any discrepancies between this summary and the University Information Technology Policies and Procedures will be resolved under those policies and procedures. Employees who use University computers, phones, and other equipment are required to review the Information Technology Policy and other applicable policies.
- 2.7.3 Except as otherwise provided in the University Information Technology Policies and Procedures, the use of University computers and fax machines is restricted to University business. However, Employees may reasonably use computers for personal business during breaks, but the University reserves the right to prohibit personal use if this privilege is abused. The University Information Technology Policies and Procedures and all other University policies that govern libel, copyright, obscenity, intimidation, Harassment and discrimination apply to any such use, whether personal or University use. The University shall not be responsible for loss or damage to personal material within the University Information Technology Network.
- 2.7.4 By utilizing any equipment, hardware or software covered by the Information Technology Policy, the Employee agrees to be bound by the University Information Technology Policies and Procedures and to strictly abide by all federal and state laws and local ordinances. Employees who violate the University Information Technology Policies and Procedures agree to indemnify and hold harmless the University from and against any claim, damage, cost



and/or expense, including reasonable legal fees, arising out of the Employee's improper, illegal or otherwise actionable use of the University Information Technology Network and other equipment, hardware or software, including any use inconsistent with, or in violation of, the University Information Technology Policies and Procedures.

- 2.7.5 Employees have no expectation of privacy in their use of the University Information Technology Network, including University computers, equipment, hardware and/or software, expressly including, but not limited to, incoming and outgoing personal e-mails. The University expressly reserves the right to monitor Employee use of the University Information Technology Network and, in its sole discretion, to review, copy and retain any incoming or outgoing content. Employees should always assume that any and all voice, written or pictorial material, and data on the University Information Technology Network is totally accessible to University officials.
- 2.7.6 The University will respond to and investigate any complaint of alleged misuse of computers, equipment, hardware and software, expressly including, but not limited to, incoming and outgoing personal e-mails. Sanctions for misuse shall include all appropriate disciplinary sanctions up to and including immediate termination for cause.
- 2.7.7 Misuse of the University Information Technology Network, telephones and other University equipment which violates copyright, obscenity, intimidation, Harassment and/or antidiscrimination laws may result in civil liability as well as criminal prosecution. The University will cooperate with law enforcement officials in investigating and/or prosecuting such misuse.
- 2.7.8 Employees must comply with this policy, the University Information Technology Policies and Procedures and must make reasonable efforts to avoid introduction of computer viruses, and to report suspected policy violations to the Employee's area Vice President or the Vice President for Finance and Administration.

2.8 **Conflict Of Interest Policy**

- 2.8.1 Purpose. To assure that decisions by and for the benefit of the University are made on an objective basis, and to assure that such decisions will not benefit any Employee to the detriment of the University.
- 2.8.2 Definition of "Conflict of Interest."
 - 2.8.2.1 A potential or actual Conflict of Interest arises when an Employee's commitments and obligations to the University are likely to be compromised by other interests or commitments (particularly economic) of the Employee, a Relative, a business associate of an Employee, especially if those interests or commitments are not disclosed to the University.



2.8.3 Conflicts of Interest Prohibited.

2.8.3.1 No Employee may make or influence any decision by the University regarding that Employee, a Relative or business associate of that Employee that is related to personnel matters, contracts, purchases, any use of University real property, personal property, equipment or other University assets.

2.8.4 Reporting Obligation/Disclosure.

2.8.4.1 Employees are required to disclose in writing to the Department of Human Resource Services any potential or actual Conflict of Interest between the Employer and the University in any matter that would benefit the Employee, a Relative or a business associate of the Employer.

2.8.5 Key Employees.

2.8.5.1 Any Employee identified by the University as a "key employee" will be so notified and will be subject to different obligations related to conflicts of interest.

2.9 **Consensual Relationship Policy**

2.9.1 Purpose. To assure that Consensual Relationships between University Employees do not have a negative impact on the University or its other Employees.

2.9.2 Definition of Consensual Relationship.

A romantic and/or sexual relationship between two unmarried Employees of the University entered into knowingly and willingly by both. This policy does not include romantic and/or sexual relationships between Employees and Student Employees or Graduate Assistants, since those relationships are strictly prohibited.

2.9.3 Obligations.

2.9.3.1 The existence of a romantic involvement between two Employees may distract other Employees and/or create conflict in the workplace. For that reason, the University does not encourage---but does not specifically prohibit in all instances---romantic fraternization among its Employees. Employees who share a direct Supervisory relationship are prohibited from engaging in romantic relationships, co-habiting and/or marrying one another. Employees with a direct Supervisory relationship who become involved in a romantic relationship must immediately disclose the existence of the relationship to their immediate Supervisors and the Director of Human Resource Services. Failure to report the relationship will result in Disciplinary Action up to and including termination of



employment. Upon notification of the relationship, the University will attempt to reassign one or both of the Employees involved in the relationship to another Department, if possible. If reassignment is not feasible, then the employment of one of the Employees will be terminated by the University. The decision as to which Employee's employment will be terminated will be made by the University, taking into consideration the desires of the Employees. The University will make its final decision based upon the best interests of the University, taking into consideration the staffing needs and business interests of the University.

- 2.9.3.2 If an Employee chooses to engage in a consensual romantic relationship with another Employee with whom they are not in a direct Supervisory relationship, that relationship must be disclosed to the Employee's immediate Supervisor(s) either in advance of the relationship's inception (or as soon as possible thereafter) and the Employee must take responsibility for keeping the relationship from adversely impacting the workplace. Further, all Employees involved in such relationships must sign an acknowledgment form, provided by the Director of Human Resource Services. Upon the disclosure of such a relationship, this acknowledgment form must be reviewed, signed and returned to the Director of Human Resource Services. Failure by an Employee to report a relationship and/or the failure to sign the acknowledgment form may result in Disciplinary Action by the University, up to and including termination of employment.



2.10 Acknowledgment Of Consensual Relationship

Employee Name: _____

Date: _____

I am engaging in a consensual romantic relationship with _____. During my employment with Park University (“University”), I have never been the victim of offensive behavior or unwelcome sexual advances from _____. I have never felt threatened, forced or coerced to engage in this consensual romantic relationship.

I understand that if at any time I feel that I have been subjected to an unwelcome advance by _____ or anyone else at or associated with the University, I should file a complaint under the University’s Harassment Policy. I have been given a copy of that policy in my Employee Handbook, and a copy of it is attached to this statement. I understand that if I feel pressured, coerced, or threatened in any way at any time by _____ or anyone else to continue our relationship, I should proceed in accordance with the University's Harassment Policy. I agree that the complaint procedures under the Harassment Policy are appropriate, clear, and available to me to resolve any sexual Harassment or other unlawful Harassment issues.

Further, I understand that I am prohibited from making unwelcome advances toward any person at the University, and also from threatening, forcing, or coercing any person in any way related to our employment with the University to continue any romantic relationship.

_____ Date

_____ Date
Witness Signature

Witness Name (Printed)

2.11 Disciplinary Action

- 2.11.1 Purpose. To assure that University Employees understand the bases upon which the University may take Disciplinary Action against an Employee.
- 2.11.2 The University expects its Employees to behave professionally and in accord with University policies as well as complying with local, state and federal law.
- 2.11.3 Violators of University Personnel Policies or other University Policies may subject the offending Employee to sanctions, up to and including termination.



- 2.11.4 When otherwise appropriate, the University will utilize progressive discipline, but the nature and severity of an offense may result in immediate termination without regard to prior Disciplinary Action.
- 2.11.5 An Employee may be subject to Disciplinary Action by the Employee's Supervisor after consultation with the Director of Human Resource Services or the area Vice-President. Examples of offenses for which an Employee may be disciplined include, but are not limited to:
 - 2.11.5.1 Inattention to duty
 - 2.11.5.2 Excessive unexcused tardiness or absences
 - 2.11.5.3 Insubordination
 - 2.11.5.4 Violation of law, particularly when it is related to the employer-employee relationship
 - 2.11.5.5 Lack of integrity
 - 2.11.5.6 Violation of University policies
 - 2.11.5.7 Immoral conduct and/or indecency involving other members of the University community, including Students
 - 2.11.5.8 Other conduct not desirable in an Employee of the University
 - 2.11.5.9 Prohibited discrimination/Harassment/retaliation in violation of University policy or the law
 - 2.11.5.10 Unauthorized entry into University facilities and/or unauthorized use of University facilities, equipment and/or information technology.
 - 2.11.5.11 Bodily harm or threat of bodily harm against any person on campus
 - 2.11.5.12 Damage to and/or theft of University Property
 - 2.11.5.13 Conviction of, or a plea of *nolo contendere* to, a crime, whether misdemeanor or felony
 - 2.11.5.14 Breach of the Faculty Collective Bargaining Agreement, or
 - 2.11.5.15 Breach of any Employee's individual employment contract
- 2.11.6 Employees are expected to treat other Employees and Students with civility, and to refrain from actions that disrupt the efficient functioning of the University. Employees who cannot treat others with civility or who engage in actions that disrupt the efficient operation of the University will be subject to discipline, up to and including termination.
- 2.11.7 The above list is not exhaustive, and the University reserves the right to impose discipline, including termination for cause, at its sole discretion. Depending on the severity of the offense, disciplinary sanctions include oral and written warnings, denial of pay increases and/or promotions, demotions, suspensions, with or without pay, and termination.
- 2.11.8 The University is not required to give University Employees not covered by the Faculty Collective Bargaining Agreement prior notice when it dismisses an Employee for cause.



2.12 Drug And Alcohol Use Policy

2.12.1 Purpose. To protect the health and safety of University Employees, Students, guests and other visitors to reduce University and Employee medical costs, and to avoid loss of Employee productivity.

2.12.2 The University voluntarily complies with Federal Drug Free Work Place regulations. The following activities are specifically prohibited:

2.12.2.1 The unlawful manufacture, distribution, dispensing, possession, or use of alcohol, illegal drugs or other controlled substances while at work at the Parkville Campus Center and any and all sites where University Property or conducts classes, University Activities, or administrative functions.

2.12.3 Park University's Personnel Policy on Substance Use and Abuse.

2.12.3.1 Park University recognizes that misuse of alcohol and other drugs and the unlawful possession, use or distribution of illicit drugs and alcohol pose major health problems, are potential safety and security problems, can adversely affect academic and job performance, and can generally inhibit the educational development of students. Park University is committed to the standards outlined by the Federal Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendment of 1989. As a result of this commitment Park University has established regulations forbidding the unlawful manufacture, distribution, dispensing, possession or use of illegal or illicit drugs and alcohol on Park University premises or property or as part of any Park University activity planned for or by students. These regulations shall assure that Park University is in compliance with all applicable federal, state, and local statutes, regulations, and ordinances. Please see the student Conduct Code for more details and check the Student Handbook or online at www.park.edu/studentlife for more information about regulations, disciplinary actions, legal sanctions, health risks, and referral/treatment information.

2.12.4 It is understood that the social use of alcohol is a routine part of many activities by University groups and by outside or ancillary organizations that rent, lease or otherwise use University facilities, there may be occasions when groups may be granted permission to serve alcohol-based beverages on University Property or at off campus University Activities. The President and/or a designate may grant such permission if convinced that:

2.12.4.1 The requested activity is appropriate;

2.12.4.2 No laws will be violated;

2.12.4.3 There are not likely to be adverse consequences to those in attendance or to the University.



2.12.5 It is further recognized that written permission must be granted by the President before any such event is publicized.

2.13 Employee Dress And Appearance Policy

2.13.1 Purpose. To assure that University Employees dress appropriately on the job.

2.13.2 Employees are expected to dress in a manner appropriate to the nature of their work. If an Employee has questions as to what constitutes appropriate attire, the Employee should consult the Employee's Supervisor or the Department of Human Resource Services.

2.13.3 Employees who, in the opinion of Supervisory, are inappropriately dressed may be sent home and required to return to work in appropriate attire. When representing the University off campus, Employees should dress in a manner consistent with the business dress of the location being visited.

2.13.4 If approved by a Department supervisor, more casual dress is acceptable, including jeans, on Fridays. Dress must nevertheless be neat, clean and consistent with clientele to be served that day.

2.13.5 Supervisors will be responsible for ensuring that their Employees are dressed appropriately. The final determination of whether or not an Employee is appropriately dressed is within the sole discretion of the University and does not require objective determination.

2.14 Employment Of Aliens Policy

2.14.1 Purpose: Park University ("Park") as a progressive and liberal institution of higher learning, prides itself in the diversity of its student body, and seeks to build a diverse faculty and staff to serve that student body and the communities within which Park delivers its state-of-the-art educational programs.

2.14.1.1 It is the policy of Park to employ the most qualified applicants for vacant faculty and staff positions ("Position(s)").

2.14.1.2 From time-to-time, and subject to federal immigration law and policy, the most qualified applicant may be a non-United States citizen ("Alien").

2.14.1.3 This Policy articulates Park's practices regarding employment of Aliens who are identified by Park as the most qualified persons for a Park faculty or staff Position.

2.14.2 Scope: This Policy applies to any Alien considered for employment by Park who, at the time a Position is offered, needs a visa ("Visa") issued, or permanent



resident status (“Green Card”) recognized, by the United States Citizenship and Immigration Service (“USCIS”).

2.14.3 Policy

2.14.3.1 If, as a result of a job search to fill a Position, the applicant identified by Park as the most qualified person for the job is determined to be an Alien, that Alien will be employed by Park if the Alien has a valid and appropriate Visa or Green Card authorizing the Alien to be employed by Park to fill the Position, and provided that the Alien can legally be employed on the date (“Start Date”) set by Park.

2.14.3.2 Except as otherwise provided in this Policy, if Park desires to employ an Alien Position applicant, then Park will pay those costs, expenses and fees (“Park’s Obligatory Expenses”) that an institution of higher education that desires to employ an Alien is legally required to pay. The Alien must pay all other costs, expenses and fees, including attorneys fees, that are necessary for the Alien to obtain a valid and appropriate Visa or Green Card from USCIS that will allow the Alien to be legally employed by Park to fill the Position. Unless the Alien is terminated by Park, the Alien is responsible for the cost of return transportation to the Alien’s last foreign residence. In no event will Park pay the expenses of the Alien’s family members for travel to or from the United States, nor will Park have any obligation to assist the Alien in procuring Visas or Green Cards for the Alien’s family members.

2.14.3.3 Unless the Alien is already legally authorized to be employed by Park at the time Park offers to employ the Alien, and the Alien needs a Visa or Green Card, or needs any other action to be taken by USCIS, the Alien must be represented by a knowledgeable immigration attorney (“Alien’s Attorney”) in order to be considered for employment by Park. Park maintains a list of immigration attorneys that have previously successfully represented Aliens employed by Park and will provide that list to each Alien. An Alien’s employment of an immigration attorney familiar with Park will facilitate the expeditious preparation of necessary applications and other documents and forms that must be filed by the Alien (“Alien Forms”), and the petitions, applications, documents and other forms (“Park Forms”) that must be filed by or on behalf of Park. The Alien may hire an attorney of the Alien’s choosing; provided, however, that because of the work which the Alien’s Attorney must complete on Park Forms, Park reserves the right to approve the Alien’s Attorney. If Park declines to approve the Alien’s Attorney, the Alien may continue to use the Alien’s Attorney, but in that case Park reserves the right to employ independent counsel (“Park’s Outside “Attorney””) of its own choosing to represent Park’s interest, at the Alien’s expense. The



Alien's Attorney must complete all blanks in, and must prepare all attachments to, all required Park Forms based upon the information provided to the Alien's Attorney by Park. The Alien's Attorney must timely submit the fully completed drafts of the Park Forms to Park for review and approval. Park will not sign or file with USCIS any Park Forms containing information or attestations that are unacceptable to Park or that are incomplete.

- 2.14.3.4 Park reserves the right to require the Alien, and the Alien will agree, to escrow with Park funds in United States Dollars ("Escrowed Funds") in an amount equal to Park's reasonable estimate of fees, costs and expenses ("Park's Non-Obligatory Expenses") which Park anticipates it may incur as a result of its efforts to employ the Alien. Park's Non-Obligatory Expenses will not include Park's Obligatory Expenses, but will include the fees and expenses of Park's Outside Attorney, if Park decides to retain one, and any other fees and expenses expected to be incurred by Park in conjunction with the employment of the Alien. Park will withdraw Escrowed Funds to pay Park's Non-Obligatory Expenses as incurred by Park including the fees and expenses of Park's Outside Attorney, if any. Park reserves the right to require the Alien to replenish the Escrowed Funds as they are withdrawn and used by Park to pay Park's Non-Obligatory Expenses. Any Escrowed Funds remaining after Park has paid all of Park's Non-Obligatory Expenses will be returned to the Alien, regardless of whether or not the Alien is eventually employed by Park. No interest will be paid by Park to the Alien on the Escrowed Funds.
- 2.14.3.5 The description ("Job Description") of the Position will be written by Park. The Job Description will describe the duties to be carried out by the person eventually employed to fill the Position, as well as the qualifications an applicant must possess in order to be employed to fill the Position. A copy of the Job Description will be provided to the Alien's Attorney (and Park's Outside Attorney, if any) for use in preparation of the Alien's Forms and the Park Forms. Park will **not** modify the Job Description in order to make the Position fit the legal requirements for any particular Green Card or Visa (*e.g.*, to modify the Position so that it constitutes a "specialty occupation" for purposes of the H-1B Visa).
- 2.14.3.6 Exceptions to this Policy may only be made by Park's President when Park's President determines that it would be in the best interest of Park (not necessarily the best interest of the Alien) to make such an exception. Requests for Park to make exceptions to this Policy must be submitted via the Park Human Resources Director who may have the request reviewed by the legal counsel for Park and other Park personnel, before forwarding the request to Park's President.



2.14.3.7 Park’s willingness to offer the Position to the Alien will be expressly conditioned upon the consent and agreement of the Alien, and the Alien’s Attorney that this Policy will govern Park’s participation in the effort to enable the Alien to obtain a Visa or Green Card that will permit the Alien to be legally employed by Park to fill the Position.

2.14.4 Enforcement. The Policy will be enforced by Park’s Director of Human Resources in consultation with legal counsel.

2.15 Employment Classifications

2.15.1 Purpose. To describe the Employee classification system of the University.

2.15.2 Non-Faculty positions at Park University are classified in a series of grades from 3 through 15. Job descriptions and their grades are available for inspection in the Department of Human Resource Services. Positions in Grades 3 through 7 are normally Non-Exempt (eligible for overtime) Employees under the Fair Labor Standards Act, as amended (“FLSA”). Positions in Grades 8 through 15 are considered to be (not eligible for overtime) Employees under the FLSA. The University will comply in good faith will all FLSA requirements and regulations regarding Employee classification for wage payment purposes.

2.15.3 Employee Classifications:

2.15.3.1 Exempt Personnel (Grades 8-15) are appointed by the President and are Salaried personnel. A College degree or its equivalent is required for an Employee to qualify for these positions. Specific categories are:

<u>Grade</u>	<u>Level/Role</u>
14 & 15	Presidents and Vice Presidents
13	Deans, Associate Vice Presidents
11 & 12	Associate Deans, Directors, Officers
10	Directors
9	Coordinators, Counselors, Assistant Directors,
8	Administrative Assistants and Technical Specialists

2.15.3.2 Non-Exempt Personnel (Grades 1-7) are service and support staff except those listed under Administrative Staff, Faculty and Work-Study Student Personnel. Specific categories are:

<u>Grade</u>	<u>Level/Role</u>
7	Specialists, Supervisors, Coordinators
6	Secretarial, clerical responsibility in special areas, Maintenance Workers, Public Safety Officers, skilled service.



- 5 Secretarial, Clerical, Receptionists, some skilled service.
- 4 Clerks, Custodians, Grounds workers, and entry-level assignments in various areas.
- 3 Clerical

2.15.3.3 Faculty – appointed by the President.

2.15.4 Work/Study Student Personnel – employed by the Director of Student Financial Services.

2.15.5 Exempt and Non-Exempt personnel are further classified as follows:

2.15.5.1 Full-Time Employee – a person who works regularly 37 ½ hours or more per week.

2.15.5.2 Part-Time Employee – a person who regularly works fewer than 37 ½ hours per week and is not eligible for fringe benefits.

2.15.5.3 Temporary Employee – a person who fills a position that is established for a limited period of time not to exceed six months. Temporary Employees receive no fringe benefits.

2.16 End Of Employment

2.16.1 Purpose. To provide guidance to University Employees regarding the termination of employment.

2.16.2 Non-Exempt Employees.

2.16.2.1 A Non-Exempt Employee (Grades 1-7) who wishes to resign must submit a letter of resignation to the Employee's Supervisor, and deliver a copy to the Department of Human Resource Services. The University requests that the Employee give at least 14 days in advance of the Employee's anticipated last day of employment. An Employee who does not give the requested notice will not be paid for any unused Vacation. Solely at the discretion of the University, the Employee may be required to take any unused Vacation during this period.

2.16.2.2 The terminated Employee will receive information regarding Employee Benefits that may be extended pursuant to COBRA, other applicable laws, or the Voluntary Employee Benefit Plan under which the Employee Benefit is offered. Employee Benefits

2.16.2.3 A Non-Exempt Employee terminated by the University who has worked at least 90 days may, in the University's discretion, be given two weeks' notice of termination and will be required to use any remaining accrued Vacation during this time. However, the



University reserves the right to make the termination effective upon notice, in which case the University will pay the Employee for accrued Vacation pro-rated up to the date of termination and, if such accrued Vacation is less than two weeks, the University will pay severance pay equal to the difference. No other severance benefit will be paid.

2.16.3 Exempt Employees.

2.16.3.1 An Exempt Employee (grades 8-15) who wishes to resign employment must submit a letter of resignation to the Employee's Supervisor, and deliver a copy to the Department of Human Resource Services. The University requests that the Employee give at least 30 days notice before the Employee's anticipated last day of employment.

2.16.3.2 An Employee who does not give the requested 30 day notice will not be paid for any unused Vacation. Solely at the discretion of the University, the Employee may be required to take any remaining unused Vacation during this 30-day period.

2.16.3.3 The resigning Employee will be advised in writing regarding the possible extension of Employee Benefits

2.16.3.4 An Exempt Employee who is discharged at the convenience of the University will be given 30 days' notice and paid through this period. Such Employee must take any remaining unused Vacation during this time unless the University otherwise agrees.

2.16.3.5 If an Employee has an individual employment contract, or a Non-Exempt Employee is covered by the Faculty Collective Bargaining Agreement, then notice, termination and other contract requirements will apply.

2.16.4 Part-Time Employees.

2.16.4.1 A Part-Time Employee who wishes to resign is subject to the same requirements as Non-Exempt Employees.

2.16.4.2 A Part-Time Employee who is terminated, regardless of reason, shall be paid through the last day of work.



2.16.5 Terminations for Cause.

2.16.5.1 Any University Employee may be terminated without prior notice for cause. Cause includes but is not limited to, dishonesty, insubordination, criminal activity, conduct reflecting unfavorably upon the reputation of the University, violations of University policies (unless specific policy requires otherwise), or any of the other reason for which an Employee may be disciplined.

2.16.5.2 Any Employee who is absent without authorization for three (3) days may in the discretion of the University, be terminated for cause, in which case the University will pay such terminated Employee on the same basis as it treats an Employee who has voluntarily resigned.

2.16.6 An Employee whose employment is terminated pursuant to this Policy will be paid through the end of the Employee's last day of work, but will forfeit any accrued Vacation.

2.17 **Grievances And Appeals**

2.17.1 Purpose: To describe the procedures under which Employees, and under what conditions an Employee may seek redress when an Employee believes that he or she has personally been aggrieved under a University personnel policy.

2.17.2 The University also recognizes that it is important that all Employees not covered by the Faculty Collective Bargaining have an opportunity to grieve violations of University policies under this Policy as such violations may affect them. Such grievances will receive prompt attention.

2.17.3 To the extent that the aggrieved party is a member of the bargaining unit and the grievance arises under the Faculty Collective Bargaining Agreement, and the matter to be grieved is covered by the Faculty Collective Bargaining Agreement, this policy will not apply.

2.17.4 Employees may appeal any action taken in response to a grievance covered by this policy, unless the policy states that appeals are prohibited. No appeal shall place the Employee's job in jeopardy or result in retaliation.

2.17.5 If an Employee has a grievance under this policy, the Employee should attempt to resolve it informally in the first instance through the Employee's immediate Supervisor, unless that grievance involves the Employee's Supervisor, in which case the informal process will be conducted by the Director of Human Resource Services or the Director of Human Resource Services designee should the Director have a Conflict of Interest.

2.17.6 If a grievance subject to this policy is not resolved satisfactorily informally, the Employee may file a written grievance with the Director of Human Resource Services or the Director's designee. The Director of the Department of Human



Resource Services (or designee) will investigate the complaint and issue a determination in writing to the Employee.

2.17.7 If the Employee disagrees with the determination of the Director of Human Resource Services, the Employee may appeal to the Vice President for Finance and Administration or designee if the Vice President for Finance and Administration has a conflict, to a person appointed by the President. Unless the President, in the President's sole discretion, determines to hear a further appeal, the President's decision will be final.

2.17.8 Student Employees are subject to a separate and distinct complaint procedure which complaint procedure is found in the Student Handbook.

2.18 **Harassment Policy**

2.18.1 Purpose.

2.18.1.1 The University strives to provide educational, working, co-curricular, social, and living environments for all Students, Staff, Faculty, Trustees, contract workers, and guests that are free from Harassment on the basis of age, color, disability, gender, gender identity, national or ethnic origin, race, religion, sexual orientation, or veteran status. The University has deemed this to be unacceptable behavior which will not be tolerated.

2.18.2 This policy ("Harassment Policy "):

2.18.2.1 Defines Harassment, prohibits certain conduct; and

2.18.2.2 Establishes procedures for addressing and resolving Harassment Complaints.

2.18.3 Education and Prevention. The University will provide education about Harassment through orientation training and follow-up Programs for Students, Staff, Faculty, and Administrators. All Employees in a Supervisory capacity will be trained to implement the Harassment Policy by informing Employees, Students and other people under their direction of this Harassment Policy and will assume leadership in implementing the procedures.

2.18.4 Definitions And Examples Of Harassment.

2.18.4.1 "Harassment" means unwelcome, unsolicited, uninvited, offensive or undesirable conduct directed at or affecting another person, based on race, color, religion, national origin, age, disability, gender/sex, sexual orientation or preference, or veteran's status. "Sexual Harassment" means unwelcome, unsolicited, uninvited, offensive, or undesirable conduct of a sexual nature directed at or affecting a person of the same sex or opposite sex.



- 2.18.4.2 Harassment encompasses a wide range of physical, verbal (oral and written) and visual/non-verbal behaviors and includes, without limitation, conduct which is offensive or shows signs of hostility toward another person because of the Employee's race, color, religion, national origin, age, disability, gender, sex, sexual orientation, sexual preference or veteran's status or those of the person's Relatives, friends or associates.
- 2.18.5 This Harassment Policy addresses two forms of Harassment:
 - 2.18.5.1 a hostile work, learning, co-curricular, social, or living environment based upon a person's race, color, religion, national origin, age, disability, gender/sex, sexual orientation or preference or veteran's status;
 - 2.18.5.2 Quid Pro Quo Sexual Harassment.
- 2.18.6 A Hostile Work, Learning, Co-curricular, Social or Living Environment ("Hostile Environment") exists when an Employee, Student or other member of the Park University community or a guest is subjected to unwelcome statements, jokes, gestures, pictures, touching, or other conduct that offend, demean, harass, or intimidate based upon the person's race, color, religion, national origin, age, disability, gender/sex, sexual orientation or preference or veteran's status. Harassment includes, but is not limited to, offensive verbal or physical conduct that has the purpose or effect of interfering with an Employee's work performance, or has the purpose or effect of creating an intimidating, hostile, or offensive environment. The Harassment may involve a very serious and offensive act ("Serious Act"), or may involve persistent harassing behavior ("Persistent Harassing Behavior"). A Hostile Environment can be created by Supervisors, co-workers, other Employees, Faculty, coaches, Students, alumni, or visitors to the University Campus Centers such as vendors and contractors.
 - 2.18.6.1 Examples of a Serious Act: As a general rule, an isolated comment or incident usually will not constitute a Hostile Environment or a hostile educational environment. If, however, the behavior is a Serious Act, such as 1) an intentional, non-consensual touching of an intimate body area of another person; 2) an instructor humiliating a Student in class by making a joke about the Student's disability or inquiring about the Student's sexual activities; or 3) an Employee's marking Nazi swastikas on a fellow Employee's car.
 - 2.18.6.2 Examples of Persistent Hostile Behavior. Persistent Hostile Behavior is a behavior that a reasonable person would find hostile or abusive. Examples: 1) Employees in a Department ask a coworker to quit telling offensive jokes, but the co-worker continues to do so; 2) an Employee asks a Supervisor not to touch him or her, but the Supervisor continues to do so; 3) an Employee asks a co-worker to



refrain from forwarding explicit e-mails, but the co-worker continues to send them.

2.18.6.3 Examples of Stereotyping. Statements that demean a person on the basis of that person's age, color, disability, gender, gender identity, national or ethnic origin, race, religion, sexual orientation, or veteran status, sometimes referred to as "Stereotyping" can also contribute to a Hostile Work Environment. For example, it would be gender Stereotyping to ask a co-Employee why he or she majored in a discipline such as English, Engineering, or Finance because people of the Employee's gender cannot succeed in the area. Other examples of Stereotyping would be to ask an older Employee why she or he has not retired or to ask a pregnant colleague whether she will continue to work after she has her baby. While each of these isolated questions may not constitute Harassment by itself, in a workplace such questions collectively could constitute a Hostile Environment.

2.18.7 Quid Pro Quo Sexual Harassment occurs when an Employee explicitly, or implicitly, promises or withholds job-related benefits based upon another Employee or Student's acquiescence to sexual advances or behavior.

2.18.7.1 "Quid Pro Quo Sexual Harassment" includes unwelcome sexual advances and/or requests for sexual favors from, an Employee, Student or other person, where submission to the conduct is made a term or condition of employment or educational opportunity; or submission to or rejection of such conduct is used as a basis for employment decisions. Such Harassment may involve behavior by a person of either sex against a person of the same or opposite sex.

2.18.7.2 Examples of Quid Pro Quo Sexual Harassment may include but are not limited to:

2.18.7.2.1 seeking sexual favors or relationships in return for the promise of favorable employment considerations; or

2.18.7.2.2 basing an employment-related action (e.g., hiring, salary increase, performance appraisal, termination) on a sexual favor or relationship.

2.18.8 Avoiding Harassment in Supervisory Conflict of Interest Situations.

2.18.8.1 A Supervisor should avoid developing a romantic or sexual relationship with an Employee, especially with an Employee under his or her supervision. If such a relationship does develop between a Supervisor and his or her supervisee, it constitutes a Conflict of Interest for one party to continue in any type of Supervisory role because such relationships often lead to favoritism or Harassment. In



such a situation, the Supervisor must arrange for alternative supervision of the Employee. A Supervisor and Employee should work with their Department and the Director of Human Resource Services to obtain reassignment of the supervised Employee or Supervisor to another Department or to otherwise institute a change in the Supervisory relationship.

2.18.8.2 It is the responsibility of the Supervisor to resolve the Conflict of Interest. Failure to resolve a Conflict of Interest puts the Supervisor at risk for charges of Sexual Harassment or other forms of Harassment.

2.18.9 Procedures Regarding Harassment Complaints.

2.18.9.1 Individual Actions to Resolve Harassment.

2.18.9.1.1 Employees, Students or other individuals who believe that they have been subjected to Harassment, or any member of the University community who has knowledge of Harassment, may take one or more of the following actions to stop the Harassment or provide evidence to support a Complaint:

2.18.9.1.2 Confront the harasser honestly regarding the harassing behavior, stating clearly that the Harassment is to be stopped.

2.18.9.1.3 If orally confronting the harasser is not possible, a letter may be written to the harasser stating honestly and directly the disapproval of the actions, and that the Harassment is to be stopped. Such letters should always be dated and a copy retained by the sender.

2.18.9.1.4 Keep clear and detailed accounts of the Harassment and feelings surrounding the events, including efforts to stop the Harassment. The date, time, setting, and any witnesses should be noted.

2.18.9.1.5 Seek support from others. Confide in trusted people when Harassment occurs, as it is important for other people to know that the Harassment is occurring.

2.18.9.1.6 Seek counseling since Harassment may precipitate a crisis that can damage a person's health, career, and self-confidence.



2.18.9.1.7 If confronting the harasser is not an option or does not end the Harassment, the Harassment should be reported as described below.

2.18.9.2 Employees, Students and other individuals have the right to file a formal Complaint.

2.18.10 Initiating Third Party Resolution Or Formal Harassment Complaints.

2.18.10.1 Who to Contact:

2.18.10.1.1 An Employee, Student or other individual who believes that he or she has been subjected to Harassment by an Employee, or any Employee, Student or other individual who has knowledge of Harassment by an Employee, is encouraged to confer promptly with one of the following people about the Harassment:

2.18.10.1.1.1 The University Director of the Department of Human Resource Services;

2.18.10.1.1.2 Any Academic Department Chair;

2.18.10.1.1.3 Any of the following administrators: Any Deans, Assistant and Associate Vice Presidents, Vice Presidents (excluding the Vice President & General Counsel) or the Provost (Senior Administrator);

2.18.10.1.1.4 The Complainant's Supervisor;

2.18.10.1.2 These individuals will contact the Director of Human Resource Services about filing a written Complaint.

2.18.11 Protection from Retaliation.

2.18.11.1 This Policy prohibits retaliation against any Employee, Student or other individual who reports or is believed to have reported Harassment, or who is a witness or otherwise involved in a Harassment resolution proceeding. Retaliation will be considered a serious violation of this Policy, regardless of whether an informal or formal Complaint results in a finding that Harassment has occurred. Encouraging others to retaliate is also prohibited.



2.18.11.2 Confidentiality.

2.18.11.2.1 All Employees, Students or other individuals who are involved in informal and formal Harassment resolution procedures, as a result of being consulted by either the Complainant or the harasser, are required to maintain confidentiality of the Harassment and the resolution proceedings to the extent practicable. Notwithstanding this requirement, the University cannot and does not guarantee that confidentiality will be maintained by all parties involved since it will be necessary to investigate Complaints and if Harassment has occurred, it may be necessary to take Disciplinary Action against the Employee who engaged in the Harassment.

2.18.12 Filing Internally versus Externally.

2.18.12.1 The Complainant may elect to have a Complaint handled internally (within the University) in accordance with these procedures, and/or may elect to file a formal charge with a federal or state agency authorized by law to investigate such claims. The University will promptly respond to all internal Complaints.

2.18.13 Prompt Reporting.

2.18.13.1 Prompt reporting of a Complaint is essential in order to enable the University to promptly resolve Harassment Complaints and end impermissible behavior. Complaints should be filed as soon as possible after the Harassment occurred, to minimize the time between the Harassment and an Investigation in order to assure that memory lapses, the departure of key witnesses, or other time-sensitive factors do not impair the Investigation.

2.18.14 Informal Resolution.

2.18.14.1 In many instances, Harassment Complaints can be resolved informally. The goal of this informal resolution process is to promptly rectify the problem with minimum disruption to the lives of the parties involved. As part of the Informal resolution process one of the following University Employees would help to resolve the issues between the Complainant and the harasser: the Director of Human Resource Services, an Academic Department Chair, or an Administrator.



- 2.18.14.2 Informal resolution may result in solutions such as the harasser immediately ceasing the Harassment, separating the Complainant and harasser, or reaching a mutually acceptable agreement to resolve the Complaint. However, informal resolution will not result in formal Disciplinary Action against the harasser.
 - 2.18.14.3 Any Employee, Student or other individual may file an informal Complaint directly with the Director of Human Resource Services.
 - 2.18.14.4 Any Senior Administrator, Employee or Department Chair who participates in an informal resolution will file a written report about the case and its resolution with the Director of Human Resource Services who will keep a record of these reports. No record of cases that are successfully resolved through informal resolution will be placed in the Complainant's or the harasser's personnel file.
- 2.18.15 If the informal resolution is unsuccessful, if the Complainant is dissatisfied with the results of the informal resolution process, or if the Complainant elects not to attempt to resolve the Complaint informally, the Complainant may file a formal Complaint with the Director of Human Resource Services.
- 2.18.16 Formal Complaint And Resolution.
- 2.18.16.1 To file a formal Complaint, the Complainant will meet with the Director of Human Resource Services to describe the Harassment orally and in writing. Following this meeting, a detailed written Complaint, including the name of the harasser, will be prepared. The Director of Human Resource Services will give the harasser a copy of the Complaint, and will refer the Complaint for processing as follows, depending upon who the Complaint is filed against.
 - 2.18.16.2 Formal Complaints Against Faculty Members, including all Full-Time, Part-Time, and adjunct Faculty.
 - 2.18.16.3 Complaints against Faculty Members will be referred to the Director of Human Resource Services. Notice of the Complaint will also be given to the Provost.
 - 2.18.16.4 The Director of Human Resource Services will promptly cause a full Investigation of the Complaint to occur, including interviews with the Complainant, harasser, and witnesses or others who the Complainant or the harasser request be interviewed.



- 2.18.16.5 The Director of Human Resource Services will cause a written report to be sent to the Provost, including findings of fact and a determination concerning the evidence and a recommended resolution of the Complaint. The University will promptly determine the final actions to be taken and communicate these directly to the harasser and the Complainant, together with a copy of the detailed written report. The harasser's Department Chair, Dean, the Provost and the President will also be informed of the outcome.
- 2.18.16.6 Formal Complaints Against Staff. Staff Members include all Employees who are not Faculty Members (Employees who are enrolled as Part-Time Students or who work on research grants at the University are considered Staff for purposes of this Policy):
- 2.18.16.6.1 Complaints against Staff Members are to be referred to the Director of Human Resource Services. Notice of the complaint will also be given to the harasser's Area Vice President, The Director of Human Resource Services will cause an Investigation to be promptly undertaken. The Director of Human Resource Services will not investigate a Complaint if he or she is a member of the same Administrative Department as the Complainant or the harasser, or if there is another Conflict of Interest. In either of these situations, Vice President for Finance and Administration will assign another Staff Member trained in Harassment issues and Investigation to conduct the Investigation.
- 2.18.16.6.2 A full Investigation of the Complaint will include interviews with the Complainant, the harasser, and witnesses or others that the Complainant or the harasser request be interviewed. The investigators will have the authority to determine whom to interview and will interview the Complainant, the harasser, the witnesses and others in separate, private sessions.
- 2.18.16.6.3 The University will promptly determine the appropriate actions to be taken and communicate these directly to the harasser and the Complainant, together with a copy of the written report. A copy of this report will also be provided to the harasser's Area Vice President.
- 2.18.16.7 Formal Complaints Against Administrators or Trustees:
- 2.18.16.7.1 A Harassment Complaint against an academic Associate Dean, Dean, or Associate Vice Provost should be referred to the Provost. In consultation with the Director



of Human Resource Services, the Provost will promptly cause a full Investigation of the Complaint to occur.

2.18.16.8 A Harassment Complaint against the Provost or other Vice President should be referred to the President. The President will promptly cause a full Investigation of the Complaint to occur.

2.18.16.9 A Harassment Complaint against the President or a Trustee should be referred to the Chair of the Board of Trustees (or vice chair if the Complaint is against the Board Chair). The members of the Board of Trustees who are not subjects of the Complaint will promptly cause a full Investigation of the Complaint to occur.

2.18.16.10 Protection from Bad Faith Complaints. If the Director of Human Resource Services determines that a Complaint is intentionally dishonest or was made in bad faith, the Complaint will be dismissed and appropriate Disciplinary Action may be taken against the Complainant.

2.18.17 Disciplinary Action.

2.18.17.1 Harassment is a serious offense that will not be tolerated in a working, co-curricular, social, or living environment. Disciplinary Action, will be applied progressively and may include, but is not limited to:

2.18.17.1.1 Corrective action or restitution

2.18.17.1.2 Written reprimand

2.18.17.1.3 Requirement to attend training

2.18.17.1.4 Work restrictions

2.18.17.1.5 Paid or unpaid suspension

2.18.17.1.6 Demotion with reduction in pay

2.18.17.1.7 Termination of employment

2.18.17.2 Disciplinary Action taken by the University, in its sole discretion will be final and binding.

2.18.18 Right To Appeal

2.18.18.1 Disciplinary decisions made by the University, pursuant to this Policy are not subject to appeal.

2.19 Leave Policies

2.19.1 Administrative Leave

2.19.1.1 Purpose of this Policy: To outline the right of Park University to place Employees on administrative leave.



- 2.19.1.2 Definition: Administrative Leave means the authorized absence of an Employee, with or without pay, from the Employee's worksite, pursuant to the direction of a Park University supervisory Employee, not to return to the worksite for a specified period of time, including but not limited to leave imposed in conjunction with disciplinary action, although Administrative Leave is not, in itself, a form of disciplinary action.
- 2.19.1.3 Administrative Leave. The President or a Vice President, in consultation with the President, may place an Employee on administrative leave, with or without pay, for such time as the University deems necessary.
 - 2.19.1.3.1 When it is perceived to be of an urgent or serious nature that an Employee be immediately removed from the worksite.
 - 2.19.1.3.2 When it is in the best interest of the University to remove an Employee from the worksite during the investigation of an alleged violation of law or of University policy.
 - 2.19.1.3.3 To place an Employee on administrative leave with pay for periods of time longer than the remainder of the Employee's workday, the supervisor must obtain approval from the area Vice President. Before placing an Employee on administrative leave with pay, the supervisor will notify the Human Resources Department.
 - 2.19.1.3.4 In other extraordinary circumstances not covered elsewhere in this administrative directive, a supervisor may place an Employee on administrative leave with pay if authorized and approved by the President or the President's designee.
 - 2.19.1.3.5 Time designated as administrative leave with pay will not be charged to the Employee's paid leave.
- 2.19.1.4 Return to Work. When Employees are absent from work on administrative leave, their positions will be held for them, unless it is determined through the process of disciplinary action that the Employee is to be terminated or re-assigned. Following administrative leave, an Employee will return to her or his former position. If necessary, a temporary Employee may be used by the University while an Employee is on administrative leave.
- 2.19.1.5 Reporting and Record Keeping. Each department is responsible for keeping records of administrative leave used by its Employees.



Administrative leave must be reported on payroll time reports. The department must report the administrative leave and the specified reason for the leave.

2.19.1.6 Notification. Written notification to the Employee is required when an Employee is placed on administrative leave with pay for periods of time greater than the remainder of the workday or placed on administrative leave without pay. This written notification will include instructions regarding when to return to work, if appropriate. A copy of the notification must be submitted to the Human Resources Department.

2.19.2 Bereavement Leave

2.19.2.1 Purpose. To inform University Employees of the ability to be absent from work as a result of death of family members.

2.19.2.2 The University will grant to eligible Employees up to five (5) days of paid leave (“Funeral Leave”) when a Spouse, child, parent, stepparent, stepchild, grandparent, grandchild, sibling, parents in-law has died. Employees may elect to take additional days off with pay if the Employee wishes to use accrued Vacation.

2.19.2.3 For other Relatives or fellow Employees, one day off with pay is allowed. Employees may elect to take additional days off with pay and such days if the Employee wishes to use accrued Vacation.

2.19.3 The Family Medical Leave Act Of 1993 (“FMLA”)

2.19.3.1 Purpose. To enable University Employees to understand benefits available under the Family Medical Leave Act of 1993 (“FMLA”).

2.19.3.2 Employees who have been employed by the University for at least one year and have completed 1,250 hours over the 12 months prior to the commencement of the leave are eligible to receive twelve weeks of unpaid family and Medical Leave (“FMLA Leave”) during a twelve month period, to care for:

2.19.3.2.1 An Employee’s newborn child or child placed with the Employee for adoption or foster care,

2.19.3.2.2 An Employee’s Spouse, child, or parent who has a Serious Health Condition, or

2.19.3.2.3 An Employee’s own Serious Health Condition.

2.19.3.3 “*Serious Health Condition*” means an illness, injury, or physical or mental condition that involves:



- 2.19.3.3.1 Any period of incapacity or treatment connected with in-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such in-patient care.
- 2.19.3.4 Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend School or perform other regular daily activities) due to:
 - 2.19.3.4.1 A health condition (including treatment for or recovery from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - 2.19.3.4.1.1 treatment two or more times by or under the supervision of a health care provider, or
 - 2.19.3.4.1.2 One treatment by a health care provider with a continuing regime of treatment;or
 - 2.19.3.4.1.3 Pregnancy or prenatal care (a visit to the health care provider is not necessary for each absence).
 - 2.19.3.4.2 A chronic Serious Health Condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to the health care provider is not necessary for each absence.
 - 2.19.3.4.3 A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment.
 - 2.19.3.4.4 Any absence to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).



- 2.19.3.5 Acceptable evidence that supports an Employee's eligibility for Family Medical Leave must be provided to the University's Office of Human Resource Services within fifteen (15) calendar days of the first day FMLA Leave is taken for the Employee's own serious medical condition, or when the Employee is caring for a family member with a serious medical condition. Medical certification forms will be sent to the Employee by the Department of Human Resource Services. The Employee must either send the form directly back to the Department of Human Resource Services or have the Employee's doctor send the form directly to the Department of Human Resource Services.
- 2.19.3.6 For said purposes of the FMLA, an Employee may elect to use paid Vacation or Sick Leave instead of unpaid leave. However, Park University does not require the use of Vacation time or paid Sick Leave prior to using unpaid FMLA Leave.
- 2.19.3.7 For Employees who are in the top 10% of the highest-paid Employees, the University may implement the "Key Employee Provision" of the law and deny reinstatement if it causes "grievous economic harm" to the University.
- 2.19.3.8 Park University will continue to permit an Employee on FMLA Leave to participate in the Park University health insurance plan, but the Employee will be required to continue to pay the Employee's share of the premiums. If an Employee does not return to work for reasons other than a Serious Health Condition or circumstances beyond the Employee's control, the Employee will be required to reimburse the University for its cost-of-health-care premiums paid by the University during the FMLA Leave taken by the Employee.
- 2.19.3.9 When foreseeable, Employees must notify the Director of Human Resource Services 30 days in advance of taking the Family Medical Leave in order to enable the University to obtain a suitable temporary replacement.
- 2.19.3.10 An Employee on FMLA Leave must inform the University of the Employee's status and intent to return to work every 30 days. After a FMLA Leave has ended, the University will reinstate the Employee to the same, or an equivalent, position which the Employee held before taking FMLA Leave. Upon returning to work, the Employee will be reinstated to all Voluntary Employer Benefits at the same level provided when the FMLA Leave began without re-qualifications.



2.19.4 **Jury Duty**

- 2.19.4.1 Purpose. To provide guidance to University Employees called for jury duty.
- 2.19.4.2 Exempt and Non-Exempt Employees will be paid full salaries or wages during jury service.
- 2.19.4.3 Any Employee called for jury duty must provide Human Resource Services a copy of the jury duty notice.
- 2.19.4.4 Any fee received by the Employee for jury duty must be paid to the University through the Payroll Department.

2.19.5 **Leave Of Absence**

- 2.19.5.1 Purpose. To describe the basis upon which the University will grant a Leave of Absence.
- 2.19.5.2 The University does not normally grant Leaves of Absence.
- 2.19.5.3 However, the University, in its sole discretion may permit an Employee to take a Leave of Absence without pay if so recommended by the Employee's area Vice President and Department Director or Campus Center Director.
- 2.19.5.4 An Employee seeking a Leave of Absence must file a written request that contains information in enough detail to enable the University to understand the basis for the request. The University may require additional documentation.
- 2.19.5.5 Unless otherwise expressly permitted by the University, the University will not fund the Employee's participation in any Discretionary Benefit Plan during the Leave of Absence. The University will not guarantee that the job of the Employee will be available when the Employee desires to return to work.

2.19.6 **Military Leave**

- 2.19.6.1 Purpose. To state the basis upon which the University will grant leave to Employees serving in the U.S. military.
- 2.19.6.2 Employees will be granted a Military Leave without pay for National Guard or Reserve training. The Employee may elect to use accrued Vacation to cover part or all of leave to serve before such Military Leave will begin.
- 2.19.6.3 An Employee who is activated for U.S. military service will receive all the benefits mandated by the Uniformed Services Employment and Re-employment Rights Act ("USERRA"). The University requires advanced



written notice of U.S. military service, unless military necessity prevents such notice or it is otherwise impossible or unreasonable to give such notice.

2.19.6.4 An Employee on Military Leave for up to 30 days is required to return to work for the first regularly-scheduled shift after the end of service, allowing for reasonable travel time. An Employee on longer Military Leave must apply to the University for reinstatement in accordance with USERRA.

2.19.6.5 The University will comply with the reinstatement requirements of USERRA when an Employee returns from Military Leave. Such Employee will be treated as though the Employee was continuously employed by the University for purposes of determining eligibility for Employee Benefits and seniority based on length of service. Training or re-training will be provided to the Employee as needed upon return to work.

2.19.7 Parental Leave

2.19.7.1 Purpose. To describe leave available to Employees who are parents.

2.19.7.2 Employees who qualify for FMLA Leave are entitled to Maternity Leave in accordance with the University's Family Medical Leave Policy. In addition, Employees who have completed six (6) months of continuous Full-Time University employment are eligible to receive six (6) weeks paid Maternity Leave after giving birth to a child.

2.19.7.3 Employees who are new parents but who did not give birth to the child, including adoptive parents, are eligible to receive three (3) days paid leave.

2.19.7.4 This Parental Leave must be taken continuously and within eight (8) weeks after the birth or adoption of a child.

2.19.7.5 "Parental Leave" is leave granted under Section 2.0 and 3.0 of this Policy.

2.19.7.6 An Employee may use accrued Vacation and Sick Leave if the Employee wishes to take additional paid time off when an Employee has given birth to or adopted a child and the Employee is eligible for benefits under the FMLA.

2.19.7.7 An Employee who desires to take Maternity Leave must submit a written request to the Director of Human Resource Services, which request must be accompanied by a written medical certification of pregnancy.

2.19.7.8 Maximum Parental Leave time, for Employees who do not qualify for FMLA Leave, shall not exceed eight (8) weeks without special permission from the Employee's Area Vice President.

2.19.7.9 An Employee who does not qualify for FMLA Leave who desires to take Maternity Leave beyond the eight (8) weeks permitted by this Policy must



submit a written request accompanied by a written statement from the Employee's physician stating such additional leave is medically necessary.

2.19.7.10 Employees returning from Maternity Leave must have a release from their physician prior to returning to work.

2.19.7.11 Accrued Vacation time and Sick Leave may be used by an Employee who wishes to be absent beyond the paid absences available under this Policy.

2.19.8 **Sick Leave**

2.19.8.1 Purpose. To articulate the basis upon which Sick Leave may be earned and used by eligible Employees.

2.19.8.2 Sick Leave will be granted by the University to eligible Employees to prevent undue loss of income and hardship during periods of illness or injury when it is necessary for an Employee to be absent from work.

2.19.8.3 All Employees, except Faculty Members covered by the Faculty Collective Bargaining Agreement, will be entitled to take Sick Leave with pay as it is earned. Sick Leave is earned at the rate of one day for each calendar month of service, except for any month during which the Employee is not paid for more than half of the Employee's standard working hours. An eligible Employee can accumulate up to a maximum of 180 days of Sick Leave. The University permits accumulated Sick Leave to be carried forward from one Fiscal Year to another up to 180 days. Employees will not be paid for accumulated Sick Leave when employment is terminated by the University or the Employee. Sick Leave will not be reinstated if an Employee is rehired.

2.19.8.4 An Employee may use Sick Leave for absences due to personal illness, injury, visits to and/or checkups with the Employee's physician, dental care and/or illness of a Spouse or children.

2.19.8.5 Standard working hours lost because of illness or injury will be charged against the Employee's accrued Sick Leave and the Employee will be compensated at the Employee's then current rate of pay. No compensation will be paid for periods of absence in excess of accrued Sick Leave unless the Employee has requested and been authorized in writing to use accrued Vacation Days.

2.19.8.6 Each Employee must call the Employee's Supervisor immediately if the Employee needs to be absent because of illness regardless of whether the Employee desires to take Sick Leave, and to inform the Supervisor when the Employee expects to return to work.



2.20 **Moving Expenses (Grades 11-15 only)**

- 2.20.1 Purpose. To assure that eligible University Employees understand the conditions under which the University will pay for moving expenses.
- 2.20.2 The University will generally pay for one-half (½) of the moving charges for a new Employee who moves to the Parkville Campus Center from a location 50 or more miles from Parkville, Missouri, up to a maximum of \$1,000.00. This benefit will include normal loading and unloading costs and standard moving insurance.
- 2.20.3 The University requires that an Employee seeking reimbursement obtain and submit to the University a minimum of three bids for any moving expense expected to be submitted to the University for payment, with the Employee's indication of which bid the Employee prefers be accepted. Storage fees, packing, and travel costs of the family are not moving expenses that are reimbursable under this policy. University
- 2.20.4 After the University has approved a moving contractor, the University will issue a purchase order to the contractor. One copy of the purchase order will be sent to the Employee, who must present it to the moving contractor's driver when the goods are delivered. The total cost will be billed to the University, after which the University will then bill the Employee for that portion of the cost not covered by the University. This will be done so that if there are any damages to the Employee's personal property, the Employee will have adequate time to make a claim before the moving contractor company is paid.

2.21 **Nepotism Policy**

2.21.1 Purpose.

- 2.21.1.1 Park University's standards for employment decisions such as hiring, promoting, reappointing, evaluating, determining salary and terminating Employees will be based solely on qualifications for the position, ability and performance. The University attempts to avoid favoritism, the appearance of favoritism and Conflicts of Interest in employment decisions and reserves the right to take action when relationships or associations of Employees negatively impact its mission. No Employee will supervise a Relative or work in positions that have an audit or control function over a Relative except as provided below.



2.21.2 Definition Of Relative.

2.21.2.1 "Relative" means a connection between persons by blood, marriage, adoption, domestic partnership, or other personal relationship including consensual romantic co-habitation.

2.21.3 Guidelines

2.21.3.1 Employment of Relatives within the same unit or Department or under the same Supervisor will be authorized only with the prior written approval of the Provost for Employees who are Faculty Members and the Vice President for Finance and Administration for all Staff Members. In addition, Relatives must not participate in roles which have the potential for influencing employment decisions for other Relatives.

2.21.3.2 To avoid Conflicts of Interest, any Dean, Director, Department Chairperson, Supervisor or participant in peer or administrative review procedures who is a Relative of an Employee or job applicant must not participate either formally or informally in decisions (including rendering advice on decisions) on personnel matters affecting the Relative, including, but not limited to, decisions to hire, retain, promote or determine salary.

2.21.3.3 An Employee must not have primary responsibility for supervision, evaluation, or assignment of duties to a Relative.

2.21.3.4 Subject to the limitations set forth above, Relatives of Employees have the same rights extended to Employees in comparable positions. For example, a Faculty Member would have the right to serve on the Personnel Panel even though a Relative might be considered by the Panel. However, the Faculty Member would not be permitted to participate in the Personnel Panel's review of the Relative.

2.21.3.5 In circumstances which have the potential for the Conflicts of Interest referenced in Section 3.1 above, Employees must disclose an actual or possible Conflict of Interest to the Employee's Dean, Director, Department Chair, or other administrator prior to making any employment decisions.

2.21.3.6 Decisions about individual Conflicts of Interest pursuant to this policy will be based upon the following principles. In cases where the application of a principle is disputed, the University administrator at the next level may be asked to assist in resolution. If resolution cannot be achieved, an Employee can follow the established procedure for filing a grievance that is not covered under the Faculty Collective Bargaining Agreement. The President will



have final approval regarding application of the general principles. Not every relationship that can create favoritism or the appearance of favoritism has been included in this Policy. Whenever an Employee enters into a relationship with another Employee, the Employee should ask whether the appearance of nepotism or whether a University audit or control function might be compromised.

- 2.21.3.7 This Nepotism Policy will not affect the administration of Employee Benefit Plans and creates no personal contract rights for any Employees.

2.22 **Outside Employment**

- 2.22.1 Purpose. To assure that Full-Time Employees are able to devote the requisite effort and energy to their jobs, thus enabling the University to best accomplish its purposes.
- 2.22.2 The employment of Employees by third parties or who otherwise perform outside services who are subject to the Faculty Collective Bargaining Agreement is governed by that Agreement.
- 2.22.3 Other Full-Time Employees may not accept regular employment whether as an Employee, independent contractor or otherwise engage in activities for pay or profit when such activity would materially interfere with their employment obligations at the University.
- 2.22.4 Any exception to this Policy may, in the University's sole discretion, be approved in advance by the Vice President for Finance and Administration. An Employee who seeks an exception to this Policy must submit a written request to the Employee's Supervisor.

2.23 **Performance Evaluations**

- 2.23.1 Purpose. To notify Employees how their job performance will be evaluated by the University.
- 2.23.2 All University Employees will be evaluated annually and at such other times as deemed appropriate by the individual Employee's Supervisor.
- 2.23.3 Each Employee will be counseled regarding the Employee's job performance during the evaluation by the Supervisor, and the Employee and Supervisor will discuss the performance goals set for the next review period.
- 2.23.4 The Employee may comment on the evaluation.
- 2.23.5 This Policy does not apply to Faculty Members covered by the Faculty Collective Bargaining Agreement.



2.24 **Personnel Records Policy**

- 2.24.1 Purpose. To assure that University Employees understand how their personnel records will be maintained.
- 2.24.2 The Department of Human Resources Services maintains personnel records for all University Employees.
- 2.24.3 It is the Employee's responsibility to notify the Department of Human Resources Services of any changes, including name, address, phone numbers, or any other personal information that the University is required by law, contract or policy to maintain.
- 2.24.4 An Employee may view the Employee personnel file in the Department of Human Resource Services within 24 hours after submitting a written request to the Director of the Department of Human Resource Services.
- 2.24.5 This Policy does not apply to Faculty Members covered by the Faculty Collective Bargaining Agreement.

2.25 **Political Activities**

- 2.25.1 Purpose. As an institution, Park University will not participate or intervene in any political campaign because federal law prohibits Park University from participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office. The University strives to balance the need to encourage civic engagement and to support academic freedom while ensuring the University's compliance with the law. Every member of the University community has a right to participate or not, as he or she chooses, in the election process. However, as an institution, Park University will not participate or intervene in any political campaign for public office.
- 2.25.2 Prohibited Conduct. Employees are prohibited from speaking or acting in the name of the University in any political campaign. Those who, in their official capacity, speak or act on behalf of or in opposition to any candidate for public office must make it clear when expressing individual views that they are not stating a University position or acting on behalf of the University.
- 2.25.3 It is misconduct, subject to disciplinary action up to and including termination, for a University Employee to engage in any activity which violates Section 2.25.2.



2.26 Promotions And Transfers

- 2.26.1 Purpose. To assure that University Employees understand how the University promotes and Transfers Employees.
- 2.26.2 Definitions.
- 2.26.2.1 Definition of "Promotion." A Promotion is a University personnel action that assigns an Employee to a different job that carries increased responsibility and requires a higher level of knowledge, skills and/or abilities.
- 2.26.2.2 Definition of "Transfer." A Transfer is a University personnel action that changes an Employee's work assignment from one job to another at the same or lower pay. Transfers can occur as a result of an Employee's request; reorganization, restructuring, elimination of a position; as a Disciplinary Action, or at the discretion of the University.
- 2.26.3 It is the policy of the University to fill job vacancies, whenever practicable, by Promotion or Transfer of qualified University Employees.
- 2.26.4 University job openings are posted internally for five (5) working days on the University's Department of Human Resource Services website. Current Employees may apply within the five (5) working days for a posted job opportunity before the vacancy is announced to outside applicants.
- 2.26.5 An Employee is eligible to request a Promotion or Transfer to a vacant position if the Employee has completed one year of service in the Employee's current position. In exceptional circumstances, special permission for an earlier Promotion or Transfer may be given with the approval of the Vice President of Finance and Administration and all Supervisors involved.
- 2.26.6 Employees who desire to apply for Promotion or Transfer should submit a completed *Internal Job Application form* found on the Human Resource Services internet site before the application deadline listed on the internal posting. An Employee's interest in a job opening will not jeopardize the Employee's status in the Employee's present job. An Employee must notify the Employee's Supervisor of the Employee's intent to apply for a position outside of the Department.
- 2.26.7 Employees who desire to apply for a Promotion or Transfer must possess the required skills, education, and experience requirements of the job for which they have applied. If an Employee satisfies those criteria, the University may also consider other factors such as the Employee's ability to assume other responsibilities, attendance record, and past performance evaluations. Employees who have received a written warning within the preceding twelve-month period, or who are on probation or suspension, are not eligible



to apply for posted positions. It is within the University's authority and discretion to determine which applicant is best qualified for the position.

2.26.8 The University, in its sole discretion may Transfer an Employee at the request of the Employee's Supervisor if the Employee has not performed satisfactorily and another job is open for which the Employee is qualified.

2.26.9 If an Employee's job is discontinued by the University for any reason, the University will attempt to Transfer the affected Employee to another area, if there is a job opening for which the Employee qualifies.

2.26.10 No Transfer from one Department to another will be made until the Supervisors of both units have been consulted and administrative approval has been given by both the President and the President of Finance and Administration. Director of Human Resource Services.

2.27 **Re-Employment Policy**

2.27.1 Purpose and Scope. To set forth the policy of the University with regard to re-employment of former Employees.

2.27.2 The re-employment of a former Employee whose employment was terminated for reasons other than cause, and who at the time of termination was covered by the Faculty Collective Bargaining Agreement, will be governed by the Faculty Collective Bargaining Agreement.

2.27.3 Other former Employees may apply for different positions at Park University that have not otherwise been filled by current Employees.

2.27.3.1 Former Employees not terminated for cause will be considered for the job along with other candidates.

2.27.3.2 An Employee who was terminated from the University for cause, or who the University determines is inappropriate for re-hire will be considered for re-employment only upon the approval of the President of Finance Administration.

2.28 **Retirement Policy.**

2.28.1 Purpose: To provide guidance to University Employees considering retirement.

2.28.2 An Employee may retire after: (1) the Employee has completed twenty (20) years of continuous Full-Time employment, (2) the Employee reaches age fifty-five (55) and completes ten (10) years of continuous Full-Time employment at the University or (3) the Employee reaches age sixty-five (65) and completes five (5) years of continuous Full-Time employment.



- 2.28.3 Retired Employees may continue to participate in the University group's health insurance plan by remitting monthly premiums directly to the Department of Human Resource Services.
 - 2.28.4 Retirees, but not their Spouses or dependants, are eligible for Tuition remission benefits.
 - 2.28.5 Retirees may receive such other privileges as the University from time-to-time establishes.
- 2.29 No Solicitation**
- 2.29.1 Purpose. To avoid interruption of University Employees during the workday.
 - 2.29.2 Soliciting, peddling, and canvassing of Employees during working hours is prohibited by outside third parties, Employees and Students unless prior written permission is obtained from the Director of Business and Institutional Services.
 - 2.29.3 Employees are directed to report violations of this policy to the Director of Business and Institutional Services.
- 2.30 Prohibiting Relationships Between Employees And Students**
- 2.31 Purpose. Park University's educational mission is promoted by professionalism in faculty and staff employee relationships with students, and professionalism is fostered by an atmosphere of mutual trust and respect. Romantic relationships between employees and students harm this atmosphere, undermine professionalism and hinder fulfillment of the educational mission.
 - 2.32 Definitions.
 - 2.32.1 A "romantic relationship" exists when two persons, as consenting partners, (a) have a sexual union or (b) engage in romantic partnering or courtship that may or may not have been consummated sexually.
 - 2.32.2 "Evaluate or supervise" means (a) to assess, determine, or influence one's academic performance, progress, or potential or one's entitlement to or eligibility for any institutionally conferred right, benefit, or opportunity, or (b) to oversee, manage, or direct one's academic or other institutionally prescribed activities.
 - 2.33 Prohibited Conduct.
 - 2.33.1 It is misconduct, subject to disciplinary action up to and including termination, for a University employee to engage in a romantic relationship with any enrolled student of the institution whom they evaluate or supervise.



- 2.33.2 It is misconduct, subject to disciplinary action up to and including termination, for a University employee to engage in a romantic relationship with any enrolled student of the institution, other than their spouse, who is a minor as defined by the law of the state in which the relationship occurs.
- 2.34 Disciplinary Action.
 - 2.34.1 Employees who violate this policy will be subject to disciplinary action, up to and including termination.
 - 2.34.2 Students who violate this policy will be subject to disciplinary action, up to and including expulsion.
 - 2.34.3 Disciplinary Action taken by the University, in its sole discretion, will be final and binding.
- 2.35 Right To Appeal.
 - 2.35.1 Disciplinary decisions made by the University, pursuant to this Policy are not subject to appeal.
- 2.36 Abuse of this Policy.
 - 2.36.1 Reports of violations of this policy found to have been intentionally dishonest or made in willful disregard of the truth may subject the reporter to disciplinary action.
- 2.37 **Tobacco Use Policy**
 - 2.37.1 Purpose and Scope. To protect the health of University Employees.
 - 2.37.2 Tobacco use is prohibited in all University buildings, whether leased or owned and is permitted outdoors but no closer to a building than 50 feet.
 - 2.37.3 Smoking on University Campus Centers will also be subject to any law or ordinances enacted by a state or municipality that applies to a University Campus Center, as well as to rules, regulations and restrictions imposed upon the University by landlords or by the military.
 - 2.37.4 Any Employee who violates this policy will be subject to discipline as determined by the Employee's Supervisor and the Employee's area Vice-President.



2.38 **Unauthorized Representation Of The University**

2.38.1 Purpose. The purpose of this Policy is to assure that only duly authorized employees represent, speak or otherwise act on behalf of, the University.

2.38.2 Prohibited Conduct.

2.38.2.1 Employees are prohibited from representing, speaking or otherwise acting in the name of the University unless duly authorized to do so by the University. Employees who speak or write in any forum in which it is made known that they are University Employees must make it clear when expressing individual views that they are not stating a University position or acting on behalf of the University.

2.38.2.2 It is misconduct, subject to disciplinary action up to and including termination, for a University Employee to engage in any activity which violates Section 2.38.2.1 of this Policy.

3.0 **EMPLOYEE BENEFITS**

3.1 **Bookstore Discount**

3.1.1 Purpose. To inform University Employees that they are eligible for a discount in the Bookstore.

3.1.2 Employees are generally entitled to a 10% discount on most items in the University bookstore except textbooks. Employees must show their University identification card in order to receive the discount.

3.2 **Eligibility For Employee Benefits**

3.2.1 Purpose. To provide a basic overview of benefits provided by the University, including but not limited to those benefits mandated by law.

3.2.2 The University provides all Mandatory Employee Benefits (those benefits required by law), including but not limited to, social security and workers compensation insurance.

3.2.3 In addition to, the University provides a number of Discretionary Employee Benefit Plans designed to make its Employees' jobs more rewarding and to provide added protection for eligible Employees and their dependents. Discretionary Employee Benefits include paid Holidays, Vacations, paid sick time, disability insurance, travel accident insurance, health insurance, dental insurance, life and additional life insurance, medical and dependent care savings accounts, and a retirement plan.



- 3.2.4 Basic information about the University's Employee Benefits are summarized in this Handbook. The availability of Mandatory Employee Benefits are described in various statutes and governmental regulations. The availability of Discretionary Employee Benefits are governed by each Employee Benefit Plan. Employees should refer to applicable statutes, regulations and Employee Benefit Plan documents for details. Employees may also contact the Department of Human Resource Services when questions arise.
- 3.2.5 The eligibility of an Employee to obtain any Discretionary Employee Benefit will depend upon an Employee's classification: Part-Time Employee
 - 3.2.5.1 "Full-Time At-Will Employees" who meet the eligibility requirements of each Discretionary Benefit Plan will be entitled Full-Time Employee to participate in that plan.
 - 3.2.5.2 "Part-Time Employees" and "Temporary Employees" are not eligible to participate in Discretionary Employee Benefit Plans. Part-Time Employees and Temporary Employees will not be paid for Holidays, nor will they be eligible for paid Vacation. Any time off taken by a Part-Time or Temporary Employee must first be approved by the Employee's Supervisor.

3.3 **Holidays**

- 3.3.1 Purpose. To summarize University Holidays and Employee eligibility.
- 3.3.2 The University observes 12 Holidays each year. The Department of Human Resource Services will identify the specific dates that are observed as University Holidays and announce the holiday schedule each year. The University will pay all permanent Full-Time Employees for the following Holidays each year:

January	New Year's Day
January	Martin Luther King, Jr. Day
February	President's Day
March/April	Good Friday
May	Memorial Day
July	Independence Day
September	Labor Day
November	Veteran's Day
November	Thanksgiving Day and the Day After (2 days)
December	Christmas Eve and Christmas Day (2 days)

- 3.3.3 Permanent Full-Time Employees will also receive their birthday off with pay. If the Employee's birthday falls on a weekend or a time when the University is otherwise closed, the Employee may, subject to the approval of the Employee's Supervisor, take a day off during the week of the Employee's birthday.



3.3.4 Neither Part-Time Employees nor Temporary Employees will be paid for University Holidays.

3.4 **Vacation**

3.4.1 Purpose. To describe the basis upon which Employees will accrue and may utilize paid Vacation Days.

3.4.2 The Vacation of a Full-Time Employees who are not Full-Time Faculty Members (who are covered by the Faculty Collective Bargaining Agreement), will begin to be accrued from the day the Employee reports to work at the University until the next June 30. Each Employee who earns Vacation must use the Employee's accrued Vacation prior to December 1 of each year. Vacation time cannot be accumulated or carried over from year to year, unless that is approved in writing by the Employee's area Vice President. New Vacation will begin to be accrued July 1 and will end June 30 of the following year. Absences caused by illness or injury and approved leaves of absence will not be deemed by the University to be an interruption of continuous service for purposes of computing the Employee's Vacation.

3.4.3 Vacations must be scheduled so they do not disrupt the operations of the Employee's unit. All Vacation requests must be approved in advance by the University. An Employee's Vacation request may be temporarily denied or delayed if the Employee's absence would adversely affect the University.

3.4.4 Compensation paid during Vacation Days will be at the Employee's basic rate in effect at the time that the Vacation is taken.

3.4.5 An Employee who resigns must take any remaining accrued Vacation prior to the effective date of the Employee's resignation. Upon request of the Employee's area Vice President, and based upon the needs of the University, Employees may be asked to continue working until the effective date of the Employee's resignation. If that occurs the Employee will be paid for any remaining accrued Vacation Days in the Employee's final paycheck.

3.4.6 Earned Vacation may be taken as it is accrued.

3.4.7 Vacation Days for most permanent Full-Time Employees who are not Full-Time Faculty Members will be earned as follows:

3.4.7.1 Grades 9-15: One and three-fourths days for each full month of employment up to a maximum of twenty-one working days in any one year.

3.4.7.2 Grades 1-8:

After one year: 10 days, earned at the rate of 6.25 hours per month.

After four years: 15 days, earned at the rate of 9.375 hours per month.



After eight years: 20 days, earned at the rate of 12.50 hours per month.

3.4.7.3 Employees will not earn Vacation during any calendar month during which the Employee is not paid for more than half of the Employee's standard working hours.

3.4.8 If an Employee resigns or is discharged and is not re-employed within thirty days following resignation or discharge, the Employee will lose seniority with regard to amount of Vacation time to be accrued if the Employee is later re-employed by the University.

3.5 **Insurance And Retirement Benefits Summary**

3.5.1 Insurance and Retirement Benefits.

3.5.1.1 Purpose. To summarily describe the Mandatory Employer Benefits and the Voluntary Employee Benefits provided by the University to eligible and participating Employees.

3.5.1.2 Mandatory Employee Benefits.

3.5.1.2.1 Workers' Compensation Insurance. This Plan provides workers compensation insurance protection in the event of a job-related illness or injury. Coverage begins on the first day of employment for all Employees. The benefits will depend upon the state (or foreign country) within which the Employee is employed by the University.

3.5.1.2.2 Social Security. As required by the U.S. Federal Insurance Contributions Act (FICA) the University withholds social security taxes from the Employees wages. The University also matches the tax withheld from the Employee's wages and pays the matched amount to the federal government to provide to the Employee the retirement and disability income protection benefits mandated by federal law.

3.5.1.3 Voluntary Employee Benefits.

3.5.1.3.1 Voluntary Retirement Annuity Plan. This plan provides a "defined contribution" retirement plan of the kind described in Section 403(b) of the U.S. Internal Revenue Code. Employees become eligible to participate in the plan on the date first employed by the University.

3.5.1.3.1.1 Participants may elect to contribute a portion of their earnings before taxes into the TIAA-CREF Supplemental Retirement Annuity ("SRA").



3.5.1.3.1.2 Non-Full-Time Faculty University Retirement Annuity. After completing two years of qualifying service, Full-Time Employees who are not Full-Time Faculty Members may elect to participate in the University Retirement Annuity Plan, in which case the Employee will contribute 6% of regular salary per month to the plan. The University will match the Employee's contribution up to said 6%. Employee contributions are made "before taxes." After completing five years of qualifying service, an Employee's participation in the University Retirement Annuity Plan is mandatory. Details are set forth in the plan documents.

3.5.1.3.1.3 Full-Time Faculty. The basis for participation of Full-Time Faculty Members in the University Retirement Annuity Plan are covered under the Faculty Collective Bargaining Agreement.

3.5.2 University Insurance Plans.

3.5.2.1 Eligibility.

3.5.2.1.1 Each University Insurance Plan is subject to the eligibility and participation requirements and subject to all conditions, set forth in the University Insurance Plan contracts and documents.

3.5.2.1.2 Full-Time Employees are eligible to obtain group insurance beginning on the first day of the month following one full calendar month of University employment. Employees and eligible dependents must enroll within 30 days of the date the Employee was hired.

3.5.2.1.3 If an Employee or dependent fails to enroll within this enrollment period, the Employee may enroll later during any annual open enrollment period for each University Insurance Plan.

3.5.2.1.4 Insurance premiums required to be paid by a participating Employee will be deducted from the Employee's paycheck one month in advance of the due date of the premiums.



3.5.3 Types of Insurance.

3.5.3.1 Insurance Summary.

- 3.5.3.1.1 University Health Insurance Plan. This plan provides protection to defray the cost of hospital charges, doctor bills, and medical expenses. Additional insurance protection for an Employee's eligible dependents is available. The University offers an HMO, POS, and PPO health insurance plans. Each Plan is subject to eligibility standards and conditions set forth in the plan documents.
- 3.5.3.1.2 University Life Insurance Plan. This plan provides term life insurance and accidental death and dismemberment insurance at no cost to each participating Employee, in the amount equal to the Employee's annual salary at the time of death. Eligible Employees may purchase additional life insurance and dependent insurance.
- 3.5.3.1.3 Unemployment Insurance Plan. This Plan provides limited income protection for eligible Employees in the event of job loss through no fault of the Employee.
- 3.5.3.1.4 University Disability Insurance Plan. This plan provides, at no cost to participating Employees, wage continuation insurance for Employees under 64½ years of age after one year of full time continuous employment. In the event of disability, this insurance provides for an income of 60% of the Employee's monthly wage base not to exceed a benefit of \$5,000 per month less the sum of the benefits from other sources that apply the same month, for a period extending from the end of the sixth month of disability to the termination of the disability, or until the Employee commences receiving retirement benefits for those personnel covered under TIAA-CREF. For Employees participating in TIAA-CREF, there is a waiver of TIAA-CREF premiums during the period of wage continuation benefits.
- 3.5.3.1.5 University Travel Accident Insurance Plan. This plan provides a \$50,000 accidental death and dismemberment benefit at no cost to each participating Employee, insuring against injury sustained in consequence of and during the Course of any business trip made by the insured Employee on behalf of the University. There is no coverage under this plan that insures an Employee while commuting to and from work.



3.5.3.1.6 University Dental Insurance Plan. This plan provides insurance protection to defray the cost of dental care to participating Employees. Coverage is not available at all University employment locations. Services are provided by dentists who participate in the Plan. The University pays no portion of the premiums for Employees who participate in this plan.

4.0 TUITION BENEFITS

4.1 Tuition Remission Policy

4.1.1 Purpose. To describe the basis upon which the University will make grants to Employees, Spouses of Employees and other Dependent Children of Employees to pay for Tuition incurred by an Employee or qualified Spouse or Dependent Child while pursuing a degree at the University.

4.1.2 Definitions

4.1.2.1 "Adjunct Faculty Member" means an auxiliary Faculty Member who teaches University Students, but who is not a Member of the Faculty Collective Bargaining Unit.

4.1.2.2 "Dependent Child" means a child who is dependent on the Employee (as that term is defined in the U. S. Internal Revenue Code Section 152 (or any comparable future section of the U. S. Internal Revenue Code, but only until such a child attains age 24), of an Employee.

4.1.2.3 "Employee" means a person employed by the University including members of the Faculty and Staff.

4.1.2.4 "FTR Employee" means any Employee of the University except Part-Time, Employees and Temporary Employees.

4.1.2.5 "Full-Pay Student" means any University Student who is not a Tuition Remission Grant Student.

4.1.2.6 "Retiree" means a former Employee who has retired from the University.

4.1.2.7 "Spouse" means the legal husband or wife of an Employee.

4.1.2.8 "Tuition Remission Grant" means a grant made by the University pursuant to this Policy.

4.1.2.9 "Tuition Remission Grant Student" means any University Student whose Tuition is paid by a Tuition Remission Grant.



4.1.3 General Provisions.

- 4.1.3.1 In the event a University class reaches maximum enrollment with Full-Pay Students, Tuition Remission Grant Students who desire to take the class will, in the discretion of the University, either be absorbed as extra enrollments or denied enrollment. In no event will a second section be offered only to accommodate a Tuition Remission Grant Student. In no event will a class make enrollment with only tuition remission students. The Nursing and Portfolio Programs are not covered by any of the tuition remission grant policies.
- 4.1.3.2 The Tuition Remission Grant of a Tuition Remission Grant Student other than a Retiree will terminate when the Employee upon whom the eligibility of the Tuition Remission Grant Student depends ceases to be employed by the University.
- 4.1.3.3 If a Tuition Remission Grant Student is enrolled in a University Course, the Tuition Remission Grant will continue if the Employee's termination date occurs after the middle of the term.
- 4.1.3.4 If termination of the Employee's employment occurs prior to the middle of the term, one-half of the Tuition Remission Grant will be charged to and paid by the former Employee regardless of whether the Grant applied to the Employee or to a Spouse or Dependent Child of that Employee.

4.1.4 Tuition Remission Grants available to Full-Time Regular Employees.

- 4.1.4.1 Eligibility. An Employee will be eligible for Tuition Remission Grants at the beginning of the next semester or term immediate following the date the Employee first reports to Work.
- 4.1.4.2 Undergraduate Courses. An Employee may audit or take up to six (6) undergraduate credit hours per semester (15 weeks or more) or may take up to three (3) undergraduate credit hours per term (less than 15 weeks) without paying Tuition. The Employee must meet all University admission and acceptance requirements and must be in good academic standing. Employees must receive a grade of C or better in each Course. In the event a grade lower than C is received, the Employee will be required to repay the University for any Tuition Remission Grant awarded for that Course. All amounts owed by the Employee pursuant to this policy will be withheld from the Employee's paychecks in reasonable amounts, as determined by the University after consultation with the Employee, until the balance is paid in full. Employees will not be eligible for additional Tuition Remission Grants until such balance is paid in full.



- 4.1.4.3 Graduate Courses. An Employee may enroll in up to five (5) University graduate credit hours per semester. The Employee must meet all University admission and acceptance requirements and must be in good academic standing. Employees must receive a grade of B or better in each Course. In the event a grade lower than B is received, the Employee will be required to repay the University for any Tuition Remission Grant awarded for that Course. All amounts owed by the Employee pursuant to this policy will be withheld from the Employee's paychecks in reasonable amounts, as determined by the University after consultation with the Employee, until the balance is paid in full. Employees will not be eligible for additional Tuition Remission Grants until such balance is paid in full.
- 4.1.4.4 Graduate Tuition Repayment. If an Employee ceases to be employed by the University before two (2) years after the Employee last took a graduate Course, the Employee will be required to pay to the University an amount equal to all Tuition Remission Grants related to graduate Courses taken by the Employee.
- 4.1.4.5 Withholding. Employees receiving Tuition Remission Grants for graduate School will be subject to withholding taxes to the extent required by the U.S. Internal Revenue Code and any applicable state, local or other law.
- 4.1.4.6 Grant Conditions. All Tuition Remission Grants to Employees will be subject to the following conditions:
 - 4.1.4.6.1 Classes that meet during working hours must meet all of the following criteria. The Course:
 - 4.1.4.6.1.1 The Course must be directly job related or must be deemed by the area Vice President to be of direct benefit to the Employee's job performance.
 - 4.1.4.6.1.2 The Course is not available through another reasonably available University Program with an equivalent Course offering during non-working hours.
 - 4.1.4.6.1.3 The Course cannot exceed three (3) credit hours during working hours and these hours must be made up during the same workweek.
 - 4.1.4.6.2 The Employee must obtain approval for a Tuition Remission Grant prior to registration in a University Course. The Employee must complete a Tuition



Remission Grant application for review and approval or disapproval by the following University Employees:

- 4.1.4.6.2.1 The Department of Human Resources Services.
- 4.1.4.6.2.2 The Employee's Supervisor.
- 4.1.4.6.2.3 The Employee's area Vice President.

4.1.5 Tuition Remission Grants Available to Spouses and Dependent Children of Full-Time Regular Employees.

4.1.5.1 The Spouse or Dependent Child of an Employee may attend the University and receive Tuition Remission Grants for non-tutorial, scheduled Courses at the Parkville campus or any other University Campus Center. The Spouse or Dependent Child must meet all University admission and acceptance requirements and must be in good academic standing. Spouse or Dependent Children enrolled in an undergraduate Course must receive a grade of C or better in each Course. In the event a grade lower than a C is received, the Employee will be required to repay the University for any Tuition Remission Grant awarded for that Course. Spouse or Dependent Child enrolled in a graduate Course must receive a grade of B or better. In the event a grade lower than B is received, the Employee will be required to repay the University for any Tuition Remission Grant awarded for that Course. All amounts owed by the Employee pursuant to this policy will be withheld from the Employee's paychecks in reasonable amounts, as determined by the University after consultation with the Employee, until the balance is paid in full. Employees will not be eligible for additional Tuition Remission Grants until such balance is paid in full.

4.1.6 The maximum Tuition Remission Grants are as follows:

4.1.6.1 Attending the Parkville Campus on a semester basis. Maximum Tuition reimbursement will be limited to ten (10) regular semesters per Tuition Remission Grant Student or until the awarding of the baccalaureate degree, whichever comes first.

4.1.6.2 Attending Campus Centers with four (4) terms per year. Maximum Tuition reimbursement will be limited to twenty (20) terms per Tuition Remission Grant Student or until the awarding of the baccalaureate degree, whichever comes first.

4.1.6.3 Attending Campus Centers with five (5) terms per year or Evening and Weekend Program. Maximum Tuition reimbursement will be limited to twenty-five (25) terms per Tuition Remission Grant Student or until the awarding of the baccalaureate degree, whichever comes first.



- 4.1.6.4 Attending Graduate School. A Spouse or Dependent Child may enroll up to five (5) University graduate credit hours per semester. The Spouse or Dependent Child must meet all admissions and acceptance requirements and be in good academic standing. The Employee must pay the difference between the amount of the Tuition Remission Grant (calculated at SAS hourly Tuition rate) and the cost of graduate School Tuition.
- 4.1.6.5 Withholding. An Employee who receives Tuition Remission Grants for a Spouse or Dependent Child who attends graduate School at the University will be subject to withholding taxes to the extent requirement by the U.S., Internal Revenue Code and any applicable state, local or other withholding requirements.
- 4.1.7 Employees must complete and obtain approval of a Tuition Remission Grant application before the registration deadline for each semester or term during which a Course is taken.
- 4.1.8 Tuition Remission Grants may be made to a child who is not a Dependent Child of an administrative Staff Member may be made by the University in its sole discretion, and if done, such grants will be made pursuant to a written agreement between the administration Staff Member at the University, but only after approval by the President. In no case shall the child who receives such a Tuition Remission Grant receive benefits greater than those provided for a Spouse.
- 4.1.9 Faculty Tuition Remission Grants Available to Adjunct Faculty Members.
 - 4.1.9.1 Adjunct Faculty Members will be eligible for Tuition Remission Grants on the following basis: The Adjunct Faculty Member will earn one Course credit hour for every credit hour taught up to a limit of 15 credit hours per academic year for undergraduate Courses and 10 credit hours for graduate Courses. Each Adjunct Faculty Member is limited to three credit hours per term or 6 credit hours per semester during the term/semester when the Adjunct Faculty Member teaches.
 - 4.1.9.2 Spouses and Dependent Children of Adjunct Faculty Members will not be eligible for Tuition Remission Grants.
- 4.1.10 Retiree Tuition Remission Grants.
 - 4.1.10.1 Retirees will be eligible for Tuition Remission Grants on the following basis: Employees who meet the eligibility requirements for retirement may continue to receive the same Tuition remission benefits as Employees.
 - 4.1.10.2 Spouses and Dependent Children of Retirees will not be eligible for Tuition Remission Grants.



4.2 Council Of Independent Colleges/Tuition Exchange Tuition Remission Policy

- 4.2.1 Purpose. To alert Employees of the availability of an additional University level tuition benefit.
- 4.2.2 Because the University is a member of the Council of Independent Colleges, Employees may participate in the Council of Independent Colleges Tuition Exchange Program (CIC-TEP) which allows eligible dependents of Employees to attend approved universities across the nation. Information may be obtained from the Department of Human Resource Services.

4.3 Park University Enterprises, Inc. Tuition Remission Policy

- 4.3.1 Purpose. To inform Park University Employees of the right of Employees to participate in educational seminars provided by Park University Enterprises, Inc. ("PUEI").
- 4.3.2 Employees of the University, their Spouses and Dependent Children may participate in seminars provided by the Fred Pryor, Career Track and Evelyn Wood Reading Dynamic divisions of PUEI.
- 4.3.3 The Employee must complete an on-line Tuition Remission Request Form, which must be approved by the Employee's Supervisor and the Director of the Department of Human Resource Services.

5.0 EMPLOYMENT PROCEDURES

5.1 Automobile Registration And Parking

- 5.1.1 Purpose. To minimize vehicular congestion, assure the safety of Employees, Students and other pedestrians, reduce carbon emissions and otherwise minimize environmental impact of vehicles.
- 5.1.2 University Employees are generally provided free parking. However, all Employees are required to obtain for and display a parking permit on all cars regularly parked on University Property.
- 5.1.3 The University Public Safety Department issues parking permits.
- 5.1.4 Consideration for others should be shown in the way in which Employees park. Employees must not park in:
 - 5.1.4.1 Handicapped parking spaces (unless the Employee is eligible to park in such spaces by virtue of a qualifying disability).
 - 5.1.4.2 Spaces reserved for visitors
 - 5.1.4.3 Spaces reserved for specific Park University Employees.



5.1.4.4 The parking lots and individual spaces within the Parkville Commercial Underground that are reserved for University tenants, their visitors and Employees.

5.1.5 Generally, Employees should park when they arrive for work and leave their car in that location throughout the day except for lunch if the Employee lunches off-Campus. Employees should walk from place to place on Campus since it is usually healthier and it reduces carbon emissions.

5.2 Compensation Information

5.2.1 Overtime Pay (Grades 1-7 Non-Exempt Employees)

5.2.1.1 Purpose. To outline the basis upon which Non-Exempt University Employees will be paid overtime.

5.2.1.2 When possible, the work of each University Non-Exempt Employee will be organized and scheduled so as to avoid overtime work. However, there may be occasions when it will be in the best interest of the University for an Employee to work overtime. Overtime work cannot be performed at the discretion of the Employee. Any overtime work must be approved and scheduled, in advance, by the Employee's Department Director or Supervisor. Overtime hours are always subject to the prior approval of an Employee's Supervisor and the Vice President of Finance and Administration.

5.2.1.3 The FLSA is the federal wage and hour law governing the payment of overtime. Only Employees in Non- Exempt positions are eligible for overtime pay. Overtime pay is earned based upon hours worked over 40 hours in a week. The University complies with the FLSA, which requires that overtime compensation be paid at an hourly rate equal to one and one-half (1 ½) times the Employee's regular hourly rate for hours worked in excess of forty (40) hours during a regularly-scheduled work week with appropriate authorization.

5.2.2 Payroll Deductions

5.2.2.1 Purpose. To inform University Employees of the nature and the amounts to be withheld from their compensation.

5.2.2.2 The University will withhold from the Employee's compensation the following:

5.2.2.2.1 Federal Withholding.

5.2.2.2.1.1 Federal Income Tax. The Amounts that are withheld pursuant to federal law:



5.2.2.2.1.1.1 The amount of which is deducted from the Employee's pay and sent to the U.S. Internal Revenue Service under the Employee's name and Social Security number.

5.2.2.2.2 State Withholding.

5.2.2.2.2.1 State Income Tax. The Amounts that are withheld pursuant to state law:

5.2.2.2.2.1.1 The amount of which is deducted from the Employee's pay and sent to the state Department of Revenue of the state in which the Employee works for the University in the name of the Employee under the Employee Social Security number.

5.2.2.2.3 FICA (sometimes referred to as Social Security).

5.2.2.2.3.1 The amount of which is deducted from the Employee's salary, and, with a matching contribution by the employer, all of required by FICA, is sent to the U.S. Internal Revenue Service.

5.2.2.2.4 City Withholding.

5.2.2.2.4.1 Amounts that are withheld pursuant to the ordinances or other regulations of cities within which University Employees work.

5.2.2.2.4.2 City Earnings Tax.

5.2.2.2.4.3 The amount of which, **if requested by the Employee**, will be deducted and remitted to the City. Such requests must be made in writing to the Payroll Department.

5.2.2.2.5 Foreign Withholding.

5.2.2.2.5.1 Amounts that are withheld pursuant to the laws of foreign countries within which a Park University Employee works.



- 5.2.2.2.5.2 University Employees who work in a foreign country will be subject to withholding obligations imposed by the foreign country, the state or province and the city within which they work.
- 5.2.2.2.6 Voluntary Withholding. Amounts that are withheld pursuant to the instructions of the Employee.
 - 5.2.2.2.6.1 Insurance premiums will be withheld and paid as required by the applicable University Insurance Plan in which the Employee has voluntarily elected to participate.
 - 5.2.2.2.6.2 For University Employees who have elected to participate in the University's Retirement Plan, the University will withhold and pay to the retirement plan administrator the voluntary contributions authorized by the Employee.
- 5.2.2.3 Employee Information. As a condition of employment, each University Employee is required to provide to the University, the Employee's Social Security number and the name of the Employee under which the Employee received the Employee Social Security number. Any changes in the number of Dependents claimed for withholding tax purposes should be reported immediately to the Payroll Department.
- 5.2.2.4 The Employee is also required to complete and submit to the Payroll Department all forms and information required by law, the Faculty Collective Bargaining Agreement or any University Policy.
- 5.2.2.5 Questions concerning required and voluntary withholdings should be directed to the Payroll Department.

5.2.3 Payroll

- 5.2.3.1 Purpose. To communicate to University Employees when they will be paid.
- 5.2.3.2 Salaried Employees will be paid either by check or by direct deposit on the last working day of each month, except for Salaried Employees in states which require bi-monthly wage payment.
- 5.2.3.3 Hourly Employees will be paid every two weeks by check or by direct deposit. Checks will normally be available by Friday of the week following the close of the pay period on Saturday and may be obtained from the Cashier at the Parkville Campus Center.



5.2.3.4 If an Employee chooses to be paid by direct deposit, the Employee is required to provide to the Payroll Department the name of the bank and the Employee's account number.

5.2.3.5 A detailed statement of earnings is available for each Employee through the electronic payroll system and may be accessed electronically at any time.

5.2.4 **Salary Advances**

5.2.4.1 Purpose. To assure that University Employees understand that when, if ever, the University will pay any Employee before the Employee has done the work for which the Employee is to be paid.

5.2.4.2 It is the general policy of the University not to pay Employees before work is done or before the end of a normal pay period.

5.2.4.3 However, in extreme circumstances, the University, in its sole discretion, and upon the submission of a written request by the Employee to the Director of the Department of Human Resource Services, may advance salary/wages to an Employee. As a condition of the advance, the Employee must sign a promissory note to the University in form acceptable to the University, showing the amount of the advance, the applicable interest rate and other terms of repayment. The promissory note will require that the principal balance plus interest will be due on the Employees next pay date. All required withholdings will be deducted from any such advance. The Employee's request must not exceed the portion of the Employee's monthly wage earned up to the date the request is made.

5.2.5 **Time Records**

5.2.5.1 Purpose. To notify Salaried Employees of responsibilities regarding record-keeping requirements.

5.2.5.2 A Vacation and Sick Leave report must be completed and signed by each Salaried Employee at the end of each month. This report must also be signed by the Salaried Employee's Supervisor prior to submitting it to the Department of Human Resource Services.

5.2.5.3 Time sheets for Hourly Employees must be signed by the Employee and the Employee Supervisor and submitted by the Supervisor to the Payroll Department at the end of each pay period.



5.2.6 Unemployment Compensation Policy

5.2.6.1 Purpose. To enable University Employees to understand their right to compensation when an Employee ceases to be employed by the University.

5.2.6.2 The University is obligated to comply with state employment security laws which generally require the University to report wages and pay the unemployment insurance as charged. Such laws vary from state-to-state in the United States and are different in foreign countries.

5.2.6.3 Missouri Employees.

5.2.6.3.1 Because the majority of Park University Employees are employed in Missouri, the Missouri Workers Compensation Act will be briefly summarized. However, if there are discrepancies between this Policy and that Act, then the Act will control.

5.2.6.3.2 The Missouri Workers' Compensation Act provides certain insurance benefits to University Employees who suffer accidental injuries/illness arising out of and in the Course of their employment. The cost of such insurance is paid by the University. However, the benefits of this insurance coverage are limited to certain injuries/illnesses all which are defined by the Missouri Workers Compensation Act and do not apply to all injuries/illnesses.

5.2.6.4 Non-Missouri Employees.

5.2.6.4.1 University Employees employed in states other than Missouri will be entitled to the benefits provided by the laws of the state in which the Employee works.

5.2.6.4.2 University Employees employed in a country other than the United States will be entitled to the benefits provided by the laws of the country in which the Employee works for the University.

5.2.6.5 Injuries on the job must be reported immediately to the Department of Human Resource Services. Except in the case of an Emergency, a report of injury form must be completed by the Department of Human Resource Services before an Employee can seek medical attention and any workers' compensation benefits can be paid.



5.2.7 **Wages**

5.2.7.1 Purpose. To provide information regarding the establishment of wage rates.

5.2.7.2 The University will comply with the FLSA, minimum wage and overtime requirements that apply to all Employees classified as Non-Exempt.

5.2.7.3 The salary of each new University Employee, as determined by the President of Finance and Administration in consultation with the Employee's potential Supervisor, will be based upon the amount budgeted and the wage range related to the job classification of the position. Unless an exception has been made for previous experience and/or special training, an Employee's starting salary will be within the range of the job classification.

5.2.7.4 Wage increases are generally provided annually, depending upon the Employee's annual evaluation of job performance and the resources of the University.

5.3 **Emergency Procedures**

5.3.1 Purpose. To provide general guidance about how the University will deal with Emergencies that occur on University Property or at University Activities.

5.3.2 Definition of an "Emergency." An "Emergency" is any dangerous situation that constitutes a hazard and is a danger to life or property.

5.3.3 Emergency Procedures.

5.3.3.1 Parkville Campus Center.

5.3.3.1.1 Employees on the Parkville Campus Center are to call the Parkville campus telephone operator, so that the Parkville Campus Center Department of Public Safety can be apprised of the situation. Emergency

5.3.3.1.2 In case of fire or possible exposure to hazardous materials, Employees are to activate the nearest fire alarm.

5.3.3.1.3 Each Employee should familiarize him/herself with the location of fire exits from the building within which the Employee works. When a fire alarm sounds, Employees should close windows and doors, evacuate the building immediately, and call the Parkville Campus Center



telephone operator to report the exact location of the fire or smoke.

- 5.3.3.1.4 In the event of a tornado warning and when a siren sounds, Employees are to immediately go to the lowest floor of the building in which they are located, in an area away from windows.

5.3.3.2 Other Campus Centers.

- 5.3.3.2.1.1 Each other University Campus Center will promulgate its own Emergency procedures and Employees at those Campus Centers are directed to follow those procedures.

- 5.3.4 When an Emergency exists, Employees must follow the directions of University Supervisors, Administrators, and Public Safety Officers as well as the direction of military and civilian authorities, including but not limited to, police officers and fire fighters.

5.4 **Rental Housing**

- 5.4.1 Purpose. To notify University Employees of the possible availability of University-owned housing.
- 5.4.2 The University owns both apartments and houses which may be rented to Employees when vacant. Employees who rent such housing will be required to enter into a written lease or occupancy agreement with the University. Inquiries regarding such housing should be directed to the Director of Student Services.

5.5 **Identification Cards**

- 5.5.1 Purpose and Scope. To enable Park University to know who on University Property or at University Activities is a University Employee, which enables the University to better assure the safety of Students, Employees and officers who enter University Property.
- 5.5.2 Identification cards are issued to all new Employees during their orientation. Employees must carry their identification card at all times, which also functions as a library card.
- 5.5.3 In the event of termination or resignation from employment, the Employee must surrender the Employee's identification card to the Employee's immediate Supervisor or to another authorized University officer.

5.6 **Interruption Of Normal Operations**

- 5.6.1 Purpose. To provide guidance regarding interruption of the normal operations of the University.



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- 5.6.2 Most academic and administrative functions of the University are normally conducted between 8:00 a.m. and 4:30 p.m., Monday through Friday, although some Employees work during other hours. However, weather and other conditions may warrant changes in normal hours of operations. In such cases, the University will notify the local media regarding postponement of classes, and the closure of Campus Centers and/or administrative offices. The University will also post notices on the University website.
- 5.6.3 Although the University may suspend academic classes, Employees are required to report to work unless otherwise notified through authorized media announcements or by notices posted on the University website.
- 5.6.4 Each area Supervisor is authorized to relocate or close the University operations for which the Supervisor is responsible on a temporary basis or, if necessary to protect the health and well-being of the supervised Employees. The Supervisor will usually require Employees to make-up any work missed during the same workweek.
- 5.6.5 Certain University services must be provided on an ongoing basis for the health and well-being of University Students and staff at the Parkville Campus Center, including, for example, food service, environmental services and public safety. To the extent that, and so long as, such functions can safely be continued, they will continue during any interruption of University operations until otherwise directed by the University.
- 5.6.6 When a University office or operation is closed, or partially closed by action of the University, Employees who are directed to leave their place of employment will not be docked for missed work.
- 5.6.7 Unless the University has cancelled operations or normal hours of operation are adjusted by the University in response to inclement weather or an Emergency, Employees are required to report to work on time and will be required to use accrued Vacation time. Employees who do not have sufficient accrued Vacation time will not be paid by the University for work missed.

5.7 Lost And Found.

- 5.7.1 Purpose and Scope. To provide information regarding lost articles.
- 5.7.2 Items of personal property whose owner is unknown, including keys, should be delivered to the Department of Public Safety.
- 5.7.3 University Employees who lose an item of personal property should notify the Public Safety Department, and may ask whether the lost item has been turned in.



5.8 **Media Contacts.**

5.8.1 The University realizes the benefit of maintaining good working relationships with the various media relations organizations that serve the community. The relationship established with media must be based on mutual trust and respect. Effective media affiliations can help to further the University's image, reputation and to distribute University news in the community.

5.8.2 Inquiries from the Media.

5.8.2.1 Requested factual or opinion content.

5.8.2.1.1 The University Advancement-Communication Office ("Communication Office") is responsible for serving as the central contact for all media inquiries. Communication Office staff can and does frequently handle direct media inquiries. In some instances, the Communication Office staff will serve as a resource center for connecting the journalist with the appropriate University Employee who will be asked to serve as an expert resource.

5.8.2.2 Requested Interviews.

5.8.2.2.1 It is further the responsibility of the Communication Office staff to coordinate media requests for interviews of University Employees. The media credentials of the reporter will be verified and the scope of the requested interview will be discussed with the journalist.

5.8.2.2.2 The Communication Office staff will determine the appropriateness of the interview request and will recommend an interviewee. The journalist and the Communication Office staff will work together to determine the course of action for the requested interview. The Communication Office staff will communicate and coordinate with the Employee the shared subject matter in advance of the interview.

5.8.2.2.3 In some instances, a member of the Communication Office staff will be present during Employee interviews conducted in face-to-face or on the telephone in order to provide assistance and to help the journalist with needed follow-up resources.

5.8.2.2.4 A member of the Communication Office staff will always be available upon request by the Employee to be present during



media relations interviews in face-to-face or telephone interviews.

- 5.8.2.2.5 If a journalist contacts an Employee, the Employee is required to contact the Communication Office before making a commitment to proceed with the interview and to allow the Communication Office staff the opportunity to research the proposed subject matter to assist the Employee become better prepared for the interview.

5.8.2.3 Authorized Spokesperson.

- 5.8.2.3.1 The official spokesperson for the University is the Vice President for Communication and/or a designated staff member. Additionally, Vice Presidents are authorized to speak for the University when the interview relates to the Vice President's own area of responsibility.

5.8.2.4 Written Materials for the Media.

- 5.8.2.4.1 Articles written for public distribution must be submitted to the Communication Office for editing, policy proofing, and other needed graphic and/or photographic assistance.

5.9 **Notary Public**

- 5.9.1 Purpose. To notify University Employees that notary services are available.
- 5.9.2 The services of a Notary Public are available on the Parkville Campus Center without charge. Employees may contact the Department of Human Resource Services to obtain the name and office location of the person on campus who is performing this service.

5.10 **Obtaining Cash Policy**

- 5.10.1 Purpose. To inform University Employees how they may obtain cash on the Parkville Campus Center.
- 5.10.2 Employees may cash checks at the Cashier's Office in the Accounting Department for amounts up to \$50.00 a day during regular Cashier's hours.
- 5.10.3 Cash may also be obtained by Employees who have debit cards from the ATM machine located in the lower level of Thomson Commons.



5.11 **Park University Issued Keys**

- 5.11.1 Purpose and Scope. To inform Employees of University policy regarding the issuance and use of University keys.
- 5.11.2 Definition: Keys include traditional metal keys, key cards which electronically unlock a lock, keypad codes and any other device which enables the Employee to enter a locked area.
- 5.11.3 An Employee may be issued a key for the building and/or room where the Employee works. It is the Employee's responsibility to safeguard the key.
- 5.11.4 An Employee will be required to return the key to the Employee's Supervisor or the Director of the Department of Human Resource Services upon termination of employment or upon Transfer to another University location.
- 5.11.5 The loss of University keys reduces security and results in unnecessary expense to the University. The University may decline to issue replacement keys to Employees who lose University keys. Employees who lose keys may be subject to Disciplinary Action including termination.

5.12 **Personal Telephone Calls**

- 5.12.1 Purpose. To assure that University telephones, including fax machines are available for University business.
- 5.12.2 University telephones, including fax machines, are to be used for University business. Personal calls should be kept to a minimum; personal long-distance calls on any Employee's office telephone are prohibited.



6.0 **GLOSSARY OF DEFINED TERMS FOR PARK UNIVERSITY EMPLOYEE HANDBOOK 2008**

Academic Department	An academic Program of study within a School.
Adjunct Faculty Member	An auxiliary Faculty Member who teaches University Students, but who is not a Full-Time Faculty Member.
Administrative Department	A Department that provides administrative services.
Associate Dean	An Employee of the University who provides academic leadership for one of the University's Schools.
Board of Trustees	The governing board of the University.
Campus Center	A location at which the University offers academic Programs, in either face-to-face or online class format.
Catalog	The current Undergraduate Catalog and Graduate Catalog published yearly by Park University that constitute the contract between the University and the Students who are admitted when the Catalog is in effect.
COBRA	Consolidated Omnibus Budget Reconciliation Act passed by Congress in 1986. The law amends the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code and the Public Health Service Act to provide continuation of group health coverage that otherwise would be terminated.
Collective Bargaining Agreement or "CBA"	The agreement currently in effect between the University and the Federation which generally governs the employment relationship between the University and Full-Time Faculty Members.
College	A major academic division of the University headed by a Dean.
Complainant	A University Employee or University Student who has filed a complaint with the property University Employee alleging that an Employee has violated a University Policy.
Conflict of Interest	A potential or actual Conflict of Interest arises when an Employee's commitments and obligations to Park University are likely to be compromised by other interests or commitments (particularly economic) of the Employee, a Relative, a business associate of an Employee, especially if those interests or commitments are not disclosed to the University.
Consensual Relationship	A romantic relationship between two Employees of the University entered into knowingly and willingly by both.



Course	A Course of instruction provided by a University that is part of an Academic Program and for which that University will award academic credit pursuant to a Catalog.
Department	An Academic Department or an Administrative Department of the University.
Department Chair	An Employee of the University who provides academic leadership for an academic Department.
Department of Human Resource Services	The Park University Department of Human Resource Services.
Dependent Child	A child who is dependent on the Employee (as that term is defined in the U. S. Internal Revenue Code Section 152 (or any comparable future section of the U. S. Internal Revenue Code, but only until such a child attains age 24), of an Employee.
Director	A full-time administrative professional employed by the University who is responsible for an Administrative Department of the University.
Director of Human Resource Services	The Director of Human Resource Services of the University.
Disciplinary Action	A personnel action taken by the University as a result of an Employee's violation of a University Policy, rule or regulation.
Discretionary Employee Benefits	Employee Benefits provided by the University that are not required by law to provide.
Emergency	An "Emergency" is any dangerous situation that constitutes a hazard and is a danger to life or property.
Employee	A person employed by the University including members of the Faculty and Staff.
Employee Benefit Plan	The written plan that describes the Voluntary Employee Benefit to be delivered to participating Employees, the eligibility requirements and all other terms and provisions of that plan.
Employee Benefits	Mandatory and voluntary Programs, plans and statutory schemes that provide useful services and protections to Employees.
Exempt Employee	Exempt Personnel (Grades 8-15) are appointed by the President and are Salaried personnel. A College degree or its equivalent is required for an Employee to qualify for these positions.
Faculty	The group of Employees of the University who, by their University



	employment contracts, are entitled to teach University Students.
Faculty Member	A member of the Faculty, including but not limited to Full-Time Faculty Members and Adjunct Faculty Members.
Fiscal Year	The Fiscal Year of the University, which is July 1 st through June 30 th of the following calendar of each calendar year.
FLSA	The U.S. Fair Labor Standards Act.
FMLA	The Family Medical Leave Act of 1993, as from time-to-time amended.
FMLA Leave	Unpaid family and Medical Leave granted to an Employee pursuant to the FMLA.
Full-Time Faculty Member	A Faculty Member who is so defined in the Collective Bargaining Agreement.
Handbook	This manual that is written and maintained by the University to provide information about University Policies, benefits and other matters, and information of interest to all University Employees.
Handbook	The Park University Employee Handbook which contains the personnel policies of the University.
Harassment Policy	The policy that defines Harassment, prohibits certain conduct; and establishes procedures for addressing and resolving Harassment Complaints.
Hostile Environment	A Hostile Work, Learning, Co-curricular, Social or Living Environment exists when an Employee, Student or other member of the Park University community or a guest is subjected to unwelcome statements, jokes, gestures, pictures, touching, or other conduct that offend, demean, harass, or intimidate based upon the person's race, color, religion, national origin, age, disability, gender/sex, sexual orientation or preference or veteran's status.
Hourly Employee	An Employee who is paid on an hourly basis rather than on a Salary basis.
Investigation	An authorized, systematized, detailed examination or inquiry to uncover facts and determine the truth of a matter. This may include interviewing fact witnesses, collecting, processing, reporting, recording, analyzing, evaluating, and disseminating all relevant information.
Leave of Absence	An excused, unpaid absence by an Employee for reasons other than University Holidays, Jury Duty, Vacation, Sick Leave, Sabbaticals, FMLA Leave, Parental Leave.
Mandatory Employee Benefits	Employee Benefits provided by the University because the University is required by law to provide.



Medical Leave	Leave granted by the University to enable an Employee to attend to medical needs of the Employee.
Military Leave	Unpaid leave granted by Park University to Employees serving in a United State military service.
Non-Exempt Employee	Non-Exempt Personnel (Grades 1-7) are service and support staff except those listed under Administrative Staff, Faculty and Work-Study Student Personnel.
Parental Leave	Maternity Leave and other leave granted to Employees who are new parents pursuant to the University's Parental Leave Policy.
Parkville Campus Center	The Parkville, Missouri Campus.
Payroll Department	The Payroll Department of the University.
Personnel Panel	A panel elected by the full-time Faculty that is composed of full time Faculty Members that performs the personal functions set forth in the CBA.
President	The person employed by the Board of Trustees as the chief executive officer of the University.
Program	Any University academic Program.
Promotion	A Promotion is a University personnel action that places an Employee in a different job that carries increased responsibility and requires a higher level of knowledge, skills and/or abilities.
Provost	The Provost and Senior Vice President of the University, who is the chief academic officer of the University and is primarily responsible for all academic Programs, subject however to review by the President and the Board of Trustees.
Public Safety Officers	University Department of Public Safety Officers.
PUEI	Park University Enterprises, Inc., a Missouri nonprofit corporation affiliated with the University that provides seminars to the Employees of businesses and other institutions and to other individuals.
Relative	A connection between persons by blood, marriage, adoption, domestic partnership, or other personal relationship including consensual romantic co-habitation.
Retiree	A former Employee who has retired from the University.
Salaried Employee	An Employee who is paid on a salary rather than on an hourly basis.
School	A major academic division of a College that is headed by an Associate Dean.



Sick Leave	An excused, paid absence by an eligible Employee who is sick or been injured, or whose Spouse or children are sick or injured.
Spouse	The legal husband or wife of an Employee.
Staff Member	An Employee that is not a Faculty Member or a Park Student.
Supervisor	Any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Employees, or responsibility to direct them, or to adjust their grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
Temporary Employee	An Employee who is so classified by law whose employment is expected to be for a limited time, often for a summer or for a project of limited duration.
TIAA-CREF	Teachers Insurance and Annuity Association - College Retirement Equities Fund
Transfer	A Transfer is a University personnel action that changes an Employee's work assignment from one job to another at the same or lower pay. Transfers can occur as a result of an Employee's request; reorganization, restructuring, elimination of a position; as a disciplinary measure, or at the discretion of the University.
Tuition	The price charged to Park Students for academic instruction by that University.
Tuition Remission Grant	A grant made by the University pursuant to this Policy.
Tuition Remission Grant Student	Any University Student whose Tuition is paid by a Tuition Remission Grant.
U.S.	The United States of America.
University	Park University, a nonprofit corporation incorporated under the laws of the State of Missouri, U.S.A.
University Activity(ies)	An academic, social or athletic event or other activity sponsored or approved by the University.
University Benefit Plans	A Plan voluntarily adopted by the University pursuant to which qualified Employees are entitled to obtain the services described in that Plan.
University Holiday	A day that the University is closed for classes and normal operations, and the birthday of an Employee for which a Full-Time Employee who is not a Full-



	Time Faculty Member will be paid.
University Information Technology Network	Internet/Intranet/Extranet-related systems, including but not limited to computer/Networking equipment, Software, Operating Systems, storage media, Network accounts providing electronic mail, Instant Messaging, student information system, WWW browsing, and FTP, are the property of the University.
University Information Technology Policies and Procedures	Policies and Procedures of the University that govern the use of the University Information Technology Network, as from time to time amended, all as approved by the Board of Trustees of the University or the boards delegates.
University Insurance Plan	Any Voluntary Benefit Plan that provides insurance to any participating Employee or an Employee's eligible dependants.
University Personnel Policies	University policies that establish the manner in which the University will manage its Employees.
University Policy	A policy of the University that has been duly adopted by the University including but not limited to a University Personnel Policy.
University Property	Real property owned, leased or otherwise used by the University.
University Retirement Annuity Plan	The retirement plan pursuant to which the University makes available to participating Full-Time Employees certain retirement benefits.
University Trips	The transportation of Students to and from University Activities including but not limited to those that occur off of University Property.
University Website	The University website located at www.park.edu .
USERRA	Uniformed Services Employment and Re-employment Rights Act.
Vacation	Days other than University Holidays upon which eligible Employees may be absent from work with pay other than for Sick Leave and Jury Duty.



7.0 EMPLOYEE HANDBOOK RECEIPT ACKNOWLEDGEMENT

The *Park University Employee Handbook* is distributed for the purpose of generally describing Park University's benefits and employment policies.

I, the undersigned, hereby acknowledge that I have received a copy of the *Employee Handbook* or instructions on how to access the Employee Handbook online and have had an opportunity to ask questions about it.

Employee's signature

Printed Name

Date