

# **Wheaton College Employee Handbook for Staff**

Office of Human Resources  
(Rev. September 2023)

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# Welcome

Wheaton College (“Wheaton” or the “College”) enjoys a reputation as a leading liberal arts college, and it is due in no small part to dedicated staff, whose hard work and commitment are key to our success.

Wheaton is a community that emphasizes respect, trust, cooperation and collaboration. The benefits, services, policies and procedures outlined here have been designed to foster those values. Wheaton reserves the right, at its discretion, to unilaterally change or modify any of its guidelines, policies, practices, working conditions or benefits with or without notice.

This handbook has been compiled to be a convenient guide and can help answer many of the questions you may have about your employment at Wheaton. Please familiarize yourself with it and use it as a reference. It is important to remember, however, that each situation is unique and judgment must be used in applying policies fairly and equitably. Neither this handbook nor any other College guidelines, policies or practices constitute or create an employment contract or any other type of contract.

We hope you find your time at Wheaton to be rewarding as we work together to maintain and improve our learning community. If you have any further questions concerning the material described in this handbook, contact the Office of Human Resources.

# Introduction

This handbook has been prepared to acquaint you with the personnel policies and benefits that are generally applicable to Wheaton College staff. This handbook applies to all persons employed by the College who are staff employees. It does not apply to those persons employed as faculty or student employees, unless otherwise stated.

The information in this handbook has deliberately been presented in an informal manner and is only a summary of College policies and practices. For more detailed information, you should contact Human Resources. Please note that this handbook supersedes information published in previous handbooks.

This handbook provides a general guide to College policies. Because no two employment situations are ever exactly alike, College policies must have some flexibility. There are times when rigid policies can be as unfair as no policies at all. Because the College's goal is to treat employees fairly, it may modify, suspend, or otherwise deviate from the policies summarized here on those occasions when it determines that the circumstances warrant special consideration.

The policies summarized in this handbook, and any other policy summaries that may be issued from time to time in the future, are adopted voluntarily by the College and are not intended to give rise to contractual rights or obligations of any kind. We value our staff and look forward to a mutually satisfactory employment relationship with each of you.

The policy summaries contained within this handbook provide general information about the College's policies that are in effect at the time the summary was prepared. Changes may be made from time to time. In addition, separate documents describe benefits that are summarized only briefly here. The actual provisions of each benefit plan or contract will govern if there is any inconsistency between this summary and the College's formal plans or contracts.

Wheaton reserves the right, at its discretion, to unilaterally change or modify any of its guidelines, policies, practices, working conditions or benefits with or without notice.

# Mission Statement

Wheaton College provides a transformative liberal arts education, combining theory and practice, for intellectually curious students within a collaborative and vibrant extended community and network that values and strives to create an equitable and just world.



# Wheaton College Ethics Code (the “Ethics Code”)

Wheaton College is committed to the highest ethical and professional standards of conduct as an integral part of its mission, the promotion of learning. To achieve this goal, the College relies on each community member's ethical behavior, honesty, integrity, and good judgment. It is expected that every person employed by the College- each of whom is a member of the Wheaton College community- will perform their responsibilities to the best of their ability, and with the best interests of the College in mind. This Ethics Code establishes guidelines for professional conduct by those acting on behalf of the College including (1) executive officers, faculty, staff, and student-workers and other individuals employed by the College, using College resources or facilities, (2) consultants, vendors and contractors when doing business with the College and (3) volunteers and representatives acting as agents of the College. This Ethics Code refers to all these persons collectively as "members of the college community" or "community members."

This Ethics Code cannot address all situations that may arise, but it offers a framework to assist community members in understanding their obligations. Some of the following statements are summaries of formal detailed policies and are not intended to be all-inclusive. Complete policies that apply to Wheaton College community members include, but are not limited to, the:

1. Wheaton College Employee Handbook for Faculty
2. Staff Handbook
3. Student Handbook

This code supplements but does not supersede the rights and obligations of the College community under the law.

## **Code of Conduct**

Members of the Wheaton community have the obligation to respect and to be fair to other members, students, and persons they supervise, and to foster their intellectual and professional growth. Community members must not engage in, nor permit, harassment and illegal discrimination. Spoken or written intimidation, harassment, coercion or threats of violence are unacceptable and will not be tolerated. Behavior that jeopardizes the health and safety of community members, or intrudes upon their rights and freedoms, is unacceptable. Physically endangering behavior includes any deliberate, negligent or reckless actions that endanger the physical safety or well-being of any person, including themselves. Community members must not abuse the authority they have been given and care must be taken to ensure that any personal relationships do not result in situations that might interfere with objective judgment. Community members should conduct themselves in a businesslike manner on

campus or when attending an off-campus work-related function. Also, unprofessional activities such as inappropriate language, keeping or posting inappropriate materials in the work area or accessing inappropriate materials on College owned devices or on devices connected to Wheaton's server(s)/network(s) is strictly prohibited.

## **Compliance with Laws and Regulations**

All persons employed by the College community are expected to transact College business in compliance with all federal, state, and local laws and regulations related to their positions and areas of responsibility, including, but not limited to, equal employment opportunity, fair employment practices, and nondiscrimination laws; laws regarding the privacy and confidentiality of employee and student records; laws regarding workplace safety and occupational health; and laws regarding antitrust and recording of financial transactions.

## **Conflict of Interest**

All persons employed by the College are responsible for performing their responsibilities in good faith and in the best interest of the College. A conflict of interest arises when your personal situation impairs your judgment and renders you unable to act in the best interest of the College. An apparent conflict occurs when your personal interests have the potential to interfere with your ability to exercise your judgment fairly.

All persons employed by the College are expected to avoid activities, agreements, business investments or interests, or other situations that materially conflict or appear to conflict with the interests of the College or interfere with the individual's duty to loyally serve the College to the best of their ability.

All decisions and actions by all persons employed by the College are to be made in a manner which promotes the best interests of the College. Before you engage in any activity that could possibly pose a conflict, you must have the activity approved in advance by your supervisor *and* Division Officer.

If you have a financial, personal or professional interest that could potentially create a conflict of interest (or the perception of one) in any decision or transaction involving the College, you must do the following:

- Disclose clearly and fully in writing to your supervisor *and* Division Officer the nature of the decision or transaction and the potential conflict of interest
- Refrain from participation (acting individually or as a member of a group) in the College's consideration of the transaction or the processing of the transaction.

Examples of the potential for a conflict of interest include, but are not limited to, the following:

- An employee, a family member, or friend has an existing or potential financial or other interest which impairs (or might appear to impair) independent, unbiased judgment in the discharge of responsibilities to the College
- An employee is employed by both the College and an organization that supplies products or services to the College, and that employee might influence the use or purchase of those products or services
- An employee, friend, or family member stands to benefit from a particular transaction or vendor relationship
- College materials, supplies, or services are used for anything other than College-related activities; or confidential or privileged information acquired at the College is used by an employee in an outside activity.

Additionally, you must adhere to the following rules regarding conflicts of interest:

- Inform your supervisor *and* Division Officer of any family or personal relationship that might influence or appear to influence your judgment when acting as a College faculty member; and
- Not accept payment from any other source for work you do at Wheaton.

Any gifts or services from vendors with values exceeding \$100 must be approved by your supervisor and Division Officer prior to acceptance. In addition, employees must disclose to their supervisor and Division Officer their interest in entities for which the College has a relationship and (1) the employee has an equity interest of more than \$5,000 for publicly-traded corporations (except when the ownership interest is maintained by an investment vehicle such as a mutual fund where the employee does not have direct control over the investment decisions) or (2) the employee has a private equity interest in a non-publicly traded company or (3) the employee has some sort of management role in the company (e.g., board member, officer, employee, etc.).

## **Consulting and Outside Employment**

If an individual is a full-time employee of the College, the employee's main employment responsibility is to Wheaton. Prior to the commencement of any outside employment or consulting engagements that may involve a conflict of interest with your College responsibilities or that may compromise the College's relationship with the outside employer or consulting client, approval must be granted by the supervisor, the Division Officer, and in some cases, the College President. If an employee is currently engaged in outside employment or consulting that fits the definition above, they must disclose this information to their

supervisor and Division Officer for review under this policy. The general conditions under which an employee may engage in outside employment or consulting are:

- Outside employment or consulting will not interfere with or impair the employee's College responsibilities or raise substantial concerns about possible conflicts of interest or interference with the employee's College responsibilities.
- Outside employment or consulting will not compromise the College's relationship with the outside employer or consulting client.
- College materials, supplies, and services will not be used for any outside work unless approved by the Division Officer.
- The property and facilities of the College will not be used for outside work unless approved by the Division Officer.
- Any time given to these activities must be outside the employee's normal class and service schedule, unless approval is granted by and arrangements are made with the Division Officer to take time off without pay.
- Other conditions may be applicable based on the circumstances of each situation.

If, after providing consent to pursue outside employment or consulting activity, the Division Officer subsequently determines that a previously approved activity is adversely impacting the employee's professional responsibilities to the College, the Division Officer in consultation with the supervisor, may require that the activity be terminated or limited.

## **Records and Information Management**

All records created or received by administrative and academic offices in the daily course of business, regardless of the format in which the record was created, are the property of Wheaton College. All persons employed by the College are responsible for the proper management of College records.

Records may not be destroyed when associated with an in-progress or pending investigation, legal action or proceeding, litigation, audit, or department/program review.

The Records and Information Management (RIM) Program at Wheaton College is designed to help College employees learn and apply appropriate records management policies and procedures. For more information, please see the RIM page on insideWheaton.

## **Grants and Contracts**

Employees requesting funding from government agencies, corporations, foundations, and other granting organizations have an affirmative obligation to make full, accurate, and honest representation concerning all relevant information submitted to or requested by the granting organization. Accurate and complete records, including supporting documentation as required by the granting organization, must be maintained. Also, all funds provided by federal agencies must be spent in ways consistent with the funding documents and in compliance with the guidelines on allowable costs. Failure to do so may result in disciplinary action up to and including termination.

## **Accuracy of Records and Reporting**

The records, data, and information owned, used, and managed by the College must be accurate and complete. The accuracy and reliability of financial reports is of the utmost importance to the business operation of the College. Employees must record, allocate and charge costs accurately and maintain documentation as required by established policies and procedures. All reports, including travel/reimbursements, bills, invoices, payroll information, personnel records and other essential business records, must be prepared with care and honesty. All employees responsible for accounting and record-keeping must fully disclose and record all assets, liabilities or both, and must exercise due diligence in enforcing these requirements.

## **Confidentiality**

The College is committed to protecting the privacy of individuals (employees, students and alumnae/i) and the confidentiality of records. In the course of performing their job duties, many employees handle a variety of proprietary and private information concerning colleagues, students, alumnae/i, or others associated with the College, as well as confidential information regarding College business. This material, including payroll figures, personal data, such as employee home addresses, donor files, or student records, is deemed confidential. Disclosure or discussion of confidential information obtained from College, either during or after employment with the College, is impermissible unless such disclosure is a requirement of an employee's position and has been specifically authorized, or unless contrary to applicable law. Employees' responsibilities include ensuring that confidential documents, in either paper or electronic form, are not left unattended and refraining from engaging in discussion of confidential information in forums where the information may be overheard. If an employee is confronted with a situation in which they are unsure about the appropriateness of disclosing certain information, then the employee should consult with a supervisor, Division Officer, or Human Resources.

## Reporting Suspected Violations or Concerns

All Wheaton employees must adhere to the Ethics Code. Therefore, community members should report suspected violations of or concerns regarding the Ethics Code promptly to one of the following College offices: Human Resources and/or the Vice President for Finance and Operations. In addition, community members may use the compliance hotline resources set forth below. Reports are made anonymously to this compliance hotline, unless the reporter wishes to leave their contact information. Wheaton College will review all claims of inappropriate activities. The College will inform the Board of Trustees' Audit Committee of all claims specifically related to the misuse of College assets and of all claims of potential violation of compliance laws. Wheaton College will seek to protect from retaliation anyone who makes a good faith effort to appropriately disclose perceived wrongdoing.

## Confidential Complaints about Compliance and Ethics

The following policy and procedures have been adopted by the Board of Trustees' Audit Committee of Wheaton College, relating to the receipt, retention, and treatment of complaints regarding Wheaton's accounting practices and complaints regarding potential violations of the Ethics Code, to protect the confidential, anonymous reporting of employees' concerns.

### *Policy and Procedures*

It is the policy of Wheaton College to treat complaints about potential violations of the Ethics Code and accounting complaints (i.e., accounting, internal accounting controls, fraud, auditing matters, or questionable financial practices) seriously and expeditiously.

If an employee has a concern or suspects there has been a violation of the Ethics Code, the employee is strongly encouraged to first speak with their supervisor or a representative from Human Resources. If the employee is uncomfortable talking to any of these individuals for any reason, the College has established a compliance hotline and reports can be made by:

Toll-Free Telephone:

- **English speaking USA and Canada:** (855) 840-0070 (not available from Mexico)
- **Spanish speaking North America:** (800) 216-1288 (from Mexico user must dial 001- 800- 216-1288)

**Website:** <https://www.lighthouse-services.com /wheatoncollege>

**E-mail:** reports@lighthouse-services.com (must include college's name - Wheaton College, MA with report)

**Fax:** (215) 689-3885 (must include college's name - Wheaton College, MA - with report)

The compliance hotline is available 24 hours a day, 7 days a week. Those reporting through the hotline will have the ability to remain anonymous if they choose. If you call the hotline, a trained specialist, who is employed by Lighthouse, will listen to your concerns and prepare a report. Regardless of the format of submission (phone, web, e-mail, or fax), all reports are shared with the Vice President for Finance and Administration, the Chair of the Audit Committee of the Board of Trustees, and the Director of the Boston Consortium Shared Internal Audit Group. In addition, reports that involve accounting or auditing issues are routed to the Controller and reports that involve human resources related issues are routed to the Associate Vice President for Human Resources.

Please note that the information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting and your anonymity will be protected to the extent possible by law. However, your identity may become known during the course of the investigation because of the information you have provided. If requested by the employee, the College will protect the confidentiality and anonymity of the employee to the fullest extent possible, consistent with the need to conduct an adequate review. Vendors, customers, business partners and other parties external to Wheaton College will also be given the opportunity to submit complaints; however, Wheaton College is not obligated to keep confidential complaints from non-employees or to maintain the anonymity of non-employees who submit complaints.

Wheaton College will not retaliate against employees for submitting complaints under these procedures.

### *Access to Reports and Records and Disclosure of Investigation Results*

All reports and records associated with ethics and accounting complaints are considered confidential information and access will be restricted to Officers of the College (or a designated person investigating the complaint), members of the Audit Committee, and (if necessary) outside legal counsel. Access to reports and records may be granted to other parties at the discretion of the Audit Committee.

Complaints and any resulting investigations, reports, or resulting actions will generally not be disclosed to the public except as required by law.

### *Retention of Records*

All documents relating to an ethics or accounting complaint made through the procedures outlined above shall be retained for a period of no less than 2 years from the date of the complaint unless otherwise subject to a specified retention period (e.g., accounting records are retained for 7 years) after which the information may be destroyed unless the information may be relevant to any pending or potential litigation, inquiry, or investigation, in which case, the information may not be destroyed and must be retained for the duration of that litigation, inquiry, or investigation and thereafter as necessary.

### **Consequences of Violations of the Wheaton College Ethics Code**

Violations of the Ethics Code or any related policies and procedures may subject the violator to disciplinary consequences, up to and including revocation of privileges and dismissal from employment. Such violations could also subject individuals to civil or criminal actions in state or federal courts.



# Equal Opportunity

## Equal Employment Opportunity

Wheaton College is committed to providing equal opportunities to all employees and applicants as defined under federal and state law. Wheaton does not discriminate on the basis of race, color, mental or physical disability, national origin or ancestry, citizenship, age (age 40 or older), religion, gender, sex, pregnancy, sexual orientation, gender identity, gender expression, genetic information, marital or familial status, veteran or military status, membership in the Uniformed Services, or any other characteristics protected under applicable federal or state law (the “Protected Characteristics”). Unlawful employment discrimination and harassment by managers, supervisors, employees, vendors, clients, and contractors will not be tolerated.

This Policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, benefits and training. It applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business- related social events.

Employees who believe they have been subjected to any form of unlawful discrimination or retaliation, or have questions about this policy or inquiries regarding a specific employment issue should contact Human Resources. Employees can raise concerns and make reports without fear of reprisal, as retaliatory behavior is prohibited.

## Affirmative Action Policy

Wheaton College provides equal employment opportunities for all prospective and current employees. Wheaton does not discriminate on the basis of the Protected Characteristics (see above definition). Wheaton takes affirmative action to ensure equal employment opportunity. Affirmative Action is a results-oriented program designed to ensure that each individual can participate equally in all employment opportunities at Wheaton.

Wheaton recruits, hires, trains, and promotes individuals in all job titles and ensures that all personnel actions are administered without regard to the Protected Characteristics (see above definition). All employment decisions are based only on valid job requirements. This policy governs all aspects of employment, including application, hiring, compensation, promotion, discipline, termination of employment, and access to benefits and training. Wheaton maintains an audit and reporting system to measure the effectiveness of its affirmative action program. Wheaton encourages any employee with questions or concerns about equal employment opportunity or discrimination in the workplace

to bring these issues to Human Resources. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities: filing a complaint; assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act, or any other federal, state, or local law requiring equal opportunity for minorities, females, individuals with a disability, protected veterans; opposing any act or practice made unlawful by Executive Order 11246, VEVRAA, or the Rehabilitation Act; or exercising any other right protected by Executive Order 11246, VEVRAA, or the Rehabilitation Act.

The President of Wheaton College fully supports the College's equal employment and affirmative action policies and has delegated to the Associate Vice President for Human Resources the responsibilities of providing guidance in affirmative action program development and in the coordination of implementation procedures. The implementation of this policy requires the understanding and cooperation of all faculty members, managers, and employees.

Wheaton maintains a written affirmative action program. The program is audited periodically and updated annually.

# Unlawful Discrimination and Harassment Policy

Wheaton College is committed to maintaining an environment free of all unlawful discrimination and harassment, including any form of retaliation or of coercion that impede the academic freedom, security, or well-being of any member of the community. Unlawful discrimination, harassment, and retaliation are inimical to such an environment. The College does not tolerate any form of unlawful discrimination, harassment, or retaliation.

This Policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. Unlawful discrimination, harassment, and retaliation by managers, supervisors, employees, vendors, clients, and contractors will not be tolerated. College property (e.g., telephones, copiers, scanners, computers, and computer applications, such as e-mail and Internet access) may not be used to engage in conduct that violates this Policy.

Wheaton will investigate all complaints that implicate this Policy, as set forth below. Persons found to have violated this Policy will be subject to disciplinary action, as set forth in this Policy.

## Definitions

**Harassment** is a form of discrimination. Harassment is unwelcome or unwanted conduct that is: based on membership in one (or more) of the Legally Protected Categories; objectively offensive to a reasonable person; severe, pervasive, or persistent; and has the purpose or effect of creating an intimidating, hostile, offensive, or abusive environment that could interfere with an individual's educational or work experience or environment. A reasonable person is defined as a reasonable person under similar circumstances and with similar identities.

**Sexual harassment** is a form of discrimination. Sexual harassment is any unwelcome or unwanted sexual advance, request for sexual favors, or other unwelcome conduct of a sexual nature, whether verbal, physical, graphic, or otherwise. Conduct is unwelcome when those subject to the conduct do not solicit or invite it and regard it as undesirable or offensive. The fact that a person may accept or not voice objection to the conduct does not necessarily mean that they welcome it. Sexual harassment may occur between opposite sex or same sex individuals and is not limited by gender or gender identity. In general, sexual harassment can be divided into two types of conduct:

- **Tangible Employment or Educational Action (quid pro quo harassment):** This type of sexual harassment occurs when the terms or conditions of employment, living environment or participation in a College activity is conditioned upon, either explicitly or implicitly, submission to or rejection of unwelcomed sexual advances or requests for sexual favors, or such submission or rejection is a factor in decisions affecting that individual's employment, living environment, or participation in a College program or activity
- **Hostile Environment Harassment:** This type of sexual harassment exists when the conduct of a sexual nature is sufficiently serious (i.e., severe, pervasive, or persistent) so as to deny or limit a person's ability to participate in or benefit from the College's programs, services, opportunities, or activities or when such conduct has the purpose or effect of unreasonably interfering with an individual's employment. In determining whether a hostile environment exists, consideration will be made as to whether a reasonable person in a similar situation would have also perceived the conduct as objectively offensive.

**Retaliation** is an adverse employment action taken against an individual for: reporting concerns about discrimination or harassment; assisting another in reporting concerns about discrimination or harassment; participating in or refusing to participate in an investigation of a report of discrimination or harassment; or otherwise exercising rights under this Policy or under applicable state and federal law.

## Prohibited Conduct

Wheaton employees are prohibited from engaging in:

- Unlawful discrimination and harassment based on Legally Protected Categories;
- Sexual harassment;
- Retaliation

### *Examples of Conduct Which May Constitute Unlawful Discrimination or Harassment Based on Legally Protected Categories*

Depending upon the circumstances, examples of unlawful discrimination or harassment based on any of the Legally Protected Categories could include, but are not limited to, the following types of conduct:

- epithets, slurs, negative stereotyping, jokes, or bullying, threatening, or intimidating acts that relate to a person's status within any of the Legally Protected Categories;
- repeated verbal abuse or innuendo or use of derogatory words concerning any of the Legally Protected Categories;
- making decisions about an employee's employment based upon his or her membership in any of the Legally Protected Categories;
- denying an employee a promotion because that person made a report of a violation of this Policy;
- an open display of objects or pictures that are reasonably offensive to another person based upon his or her being in any of the Legally Protected Categories.

### *Examples of Conduct Which May Constitute Sexual Harassment*

Sexual harassment may occur in a variety of situations which share a common element: the inappropriate introduction of sexual activities or comments into the work environment.

Examples of behavior that might be considered sexual harassment include but are not limited to:

- Unwelcome sexual innuendo, propositions, sexual attention or suggestive comments and gestures; inappropriate humor about sex or gender-specific traits; sexual slurs or derogatory language directed at another person's sexuality, gender identity, sexual orientation or gender expression; insults and threats based on sex, gender, gender identity, sexual orientation or gender expression; and other oral, written or electronic communications of a sexual nature that an individual communicates is unwanted and unwelcome.
- Written graffiti or the display or distribution of sexually explicit drawings, pictures, or written materials; sexually charged name-calling; or the circulation, display, or creation of e-mails, text messages, or web sites of a sexual nature.
- Display or circulation of written materials or pictures degrading to an individual or gender group where such display is not directly related to academic freedom, or an educational/pedagogical, artistic, or work purpose.
- Unwelcome physical contact or suggestive body language, such as touching, patting, pinching, hugging, kissing, or brushing against an individual's body.
- Physical coercion or pressure of an individual to engage in sexual activity or punishment for a refusal to respond or comply with sexual advances.

- Use of a position of power or authority to: (1) threaten or punish, either directly or by implication, for refusing to tolerate Sexual Harassment, for refusing to submit to sexual activity, or for reporting Sexual Harassment; or (2) promise rewards in return for sexual favors.
- Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping.

Sexual and intimate conduct and/or romantic attentions or relationships between faculty members and students are prohibited.

Sexual and intimate conduct and/or romantic attentions or relationships, even if welcomed, between any members of the College community who have a supervisory relationship or evaluative relationship (for example, participating in decisions regarding reviews, promotions, awards, program eligibility, and other privileges) with each other also are prohibited.

Sexual and intimate conduct and/or romantic attentions or relationships between faculty members and other employees or volunteers of the College that are unwelcomed are prohibited.

In addition, individuals should understand that sexual and intimate conduct and/or romantic attentions or relationships that begin as welcomed sometimes evolve into problematic situations, particularly those relationships between individuals of unequal authority. Such relationships may raise concerns, whether perceived or real, about the validity of consent, conflict of interest, fairness of treatment, or the creation of a hostile or intimidating environment, and the relationship may be called into question under this Policy. Accordingly, the College strongly discourages these types of relationships, even if they are welcomed.

An important area of concern relates to visitors to the campus. The College prohibits sexual harassment by individuals visiting or conducting business on the Wheaton campus or in such places where the College provides educational benefit to its community. Any persons who believe that they have been subjected to conduct by a visitor that could violate this Policy, should call Campus Safety. Campus Safety will take other appropriate action. If visitors' behavior is illegal (e.g., vandalism, sexual assault, etc.), they may be subject to arrest. Members of the community have a responsibility to make clear to their visitors that such behavior is not acceptable at the College.

It is not advisable (or possible) to formulate a policy so specific that all conceivable incidents are clearly included or excluded from the definition of sexual harassment. Decisions about alleged improper conduct and determinations of appropriate action by the College will be made on a case-by-case basis.

## *Examples of Conduct Which May Constitute Retaliation*

Depending upon the circumstances, examples of retaliation include but are not limited to:

- exclusion of a complainant from social events because of the complainant's report of unlawful discrimination or harassment;
- harassment of any witnesses because of their cooperation in the investigation process;
- bullying, taunting, or intimidating a complainant because of the complainant's report of Unlawful Discrimination and Harassment; and
- termination of College employment, denial of promotion or leadership position because of the complainant's report of unlawful discrimination or harassment.

Retaliation may constitute a violation of this Policy even when the underlying report made does not result in a finding of responsibility.

## **Grievance Procedures**

This section explains the process for investigating allegations that this Policy may have been violated, as well as the process of determining and administering any sanctions or remedies. As noted above, this process applies to all such allegations except for those concerning sexual or gender-based misconduct prohibited under the Title IX Sexual and Gender-Based Misconduct Policy for Staff.

For the purposes of this Policy, "Respondent" means a person alleged to have engaged in conduct in violation of this Policy and "Complainant" means an individual who experienced the conduct that allegedly violates this Policy.

### *Reporting Conduct that Implicates this Policy*

Individuals who believe that they have been subject to unlawful discrimination, harassment, or retaliation should notify the Associate Vice President for Human Resources or one of the persons listed in the "Contact List" at the end of this Policy. Similarly, employees in managerial or supervisory positions have an obligation to notify the Associate Vice President for Human Resources or one of the persons listed in the "Contact List" at the end of this Policy if they receive complaints or learn about incidents or concerns involving unlawful discrimination, harassment, or retaliation.

## *Reporting a Complaint*

Complaints against faculty of discrimination, harassment, or retaliation should be made to the Provost or the Provost's designee. Complaints against members of the staff should be made to the Associate Vice President for Human Resources or their designee. Complaints against students should be made to the Dean of Students or the Dean's designee. Insofar as feasible, complaints shall be investigated by the officers of the College or their designees in confidence.

## *Informal Resolution Process*

Attempts to resolve complaints against members of staff through conciliation and other informal means shall be made, if appropriate, by the Associate Vice President for Human Resources. If the measures fail, the Associate Vice President for Human Resources or a designee shall initiate the formal resolution process.

## *Formal Resolution Process*

The formal resolution process generally involves an initial review of the complaint, an investigation, determination of responsibility, and disciplinary action. The Associate Vice President for Human Resources will designate someone to serve as the investigator. The College can designate an additional individual to assist the investigator.

## *Initial Review*

The investigator will conduct an initial review of the complaint. The investigator will gather sufficient information from the Complainant to understand the nature of the complaint and to determine whether the behavior alleged implicates this Policy. If the investigator determines that the alleged conduct does not implicate this Policy, the investigator will so inform the Complainant. If the investigator determines that the alleged conduct implicates this Policy, the investigator will notify the Complainant and the Respondent of the nature of the complaint and the accusations and will confirm that the College will investigate the complaint. As soon as possible, but no later than three (3) business days after receiving notice of the identity of the investigator, the parties should inform the Associate Vice President for Human Resources of any conflicts or potential conflicts of interest with regard to the selected investigator. The Associate Vice President for Human Resources or a designee will determine if a conflict of interest exists and, if so, assign an appropriate alternate investigator.



## *Investigation*

Once affirmed, the investigator will schedule interviews with the Complainant, the Respondent, and other persons the investigator believes may have information that is relevant and necessary for the investigation. The Complainant and Respondent will have the opportunity to identify evidence and witnesses. In all cases, the investigator will determine the scope of the investigation.

## *Investigative Report*

At the conclusion of the investigation, the investigator will prepare an investigative report that sets forth a determination of responsibility. In determining whether a violation of this Policy occurred, the investigator will use the preponderance of the evidence standard: i.e., whether the facts presented support a finding that it is more likely than not that there was a violation of the Policy.

## *Determination of Responsibility and Disciplinary Action*

In the event the Respondent is found not responsible for a violation, the Associate Vice President for Human Resources or designee will simultaneously notify the Complainant and Respondent; this notification will inform the Complainant of the option to appeal. In the event the Respondent is found responsible for a violation, the Associate Vice President for Human Resources or designee will notify the Complainant and Respondent in writing of the finding; this notification will inform the Respondent of the option to appeal. The Associate Vice President for Human Resources or designee will then determine the appropriate disciplinary action. Some examples of disciplinary action for staff include, but are not limited to: termination, suspension, reassignment, non-renewal of a contract, and other changes in employment terms or conditions. The Associate Vice President for Human Resources or designee will notify only the Respondent in writing of the disciplinary action; this notification will inform the Respondent of the option to appeal the disciplinary action.

In limited circumstances, when the safety of the College community is at risk, if the material facts are undisputed, if there are extenuating circumstances involving either of the parties, or if the Associate Vice President for Human Resources or designee, in consultation with appropriate administrators, determines it is in the best interest of the College and/or the community, the College retains the right to determine, in its sole discretion, if it will address a report of conduct that falls under this Policy administratively and outside of the process described in this Policy. Whenever the College determines that it will exercise this provision, its actions will be in accord with and stay true to the processes described in this Policy to the extent possible. The College will also clearly explain to the parties any alternate processes it will take in the given situation.

## *Appeal Process Regarding Determination of Responsibility*

At the conclusion of the determination phase, a Complainant or Respondent may appeal the decision regarding whether a violation of the Policy has occurred. The guidelines and steps for the appeal process are as follows:

### **1. Filing an Appeal:**

Within five (5) business days of the date the Associate Vice President for Human Resources' decision regarding whether a violation of the Policy has occurred is sent in writing to the parties, either party may appeal the decision by submitting to the Vice President for Finance and Administration or their designee a letter stating why the party requesting the appeal believes the determination of responsibility was inappropriate.

### **2. Content for Appeal:**

A party may file an appeal only on the following grounds

- Newly discovered material information that was not known to the appellant party and unavailable during the investigation and which likely would have changed the finding of responsibility or the sanctions or disciplinary action imposed had it been available; or
- Substantial procedural error that materially prejudiced the appellant party.

The appellant party must set forth in detail the grounds for review and must attach all materials that the party wishes to have considered in the appeal process.

The Vice President for Finance and Administration or their designee will notify the Complainant and Respondent in writing of receipt of the appeal as soon as practicable. The Vice President for Finance and Administration or their designee will decide appeals regarding determinations of responsibility. The Vice President for Finance and Administration or their designee may decide to accept, modify or reject the original decision. The Vice President for Finance and Administration or their designee will provide simultaneous written notice of the outcome of the appeal to the Complainant and Respondent as soon as practicable. In all cases, the decision of the Vice President for Finance and Administration or their designee is final.

## *Appeal Process Regarding Determination of Discipline*

Within five (5) business days of the date the Associate Vice President for Human Resources' decision regarding the appropriate discipline upon a finding of a violation of this Policy, a Respondent may appeal the discipline by submitting to the Vice President for Finance and Administration or their designee a letter stating why the Respondent believes the discipline is not appropriate. The Vice President

for Finance and Administration or their designee will consider the letter and may decide to accept, modify, or reject the original discipline. The Vice President for Finance and Administration or their designee will communicate their decision to the Respondent. In all cases, the decision of the Vice President for Finance and Administration or their designee is final.

## Contact List

If you have any questions about this Policy or if you would like to file a report of a conduct you believe to be a violation of this Policy, you may do so by contacting the appropriate individual listed below:

*For complaints made against members of the staff and other persons working on campus:*

Omaira Roy, Associate Vice President for Human Resources

Hebe

(508) 286-3544

[roy\\_omaira@wheatoncollege.edu](mailto:roy_omaira@wheatoncollege.edu)

*For complaints made against members of the faculty:*

Karen McCormack, Interim Provost

Park Hall, Room 114

(508) 286-8212

[mccormack\\_karen@wheatoncollege.edu](mailto:mccormack_karen@wheatoncollege.edu)

*For complaints made against students:*

Darnell Parker, Vice President for Student Affairs

Park Hall, Room 103

(508) 286-8218

[parker\\_darnell@wheatoncollege.edu](mailto:parker_darnell@wheatoncollege.edu)

*Title IX Coordinator and Bias Incident Response Officer (Any student, staff or faculty may contact the Title IX Coordinator)*

Caraline Somerville, Title IX Coordinator and Bias Incident Response Officer

Doll's House G9

(508) 286-3231

[somerville\\_caraline@wheatoncollege.edu](mailto:somerville_caraline@wheatoncollege.edu)

*Outside Agencies*

In addition to filing a complaint with an official of the College, persons may contact the government agencies listed below to file a complaint of unlawful discrimination, harassment, or retaliation. Please note there are time limitations for filing complaints with these agencies and you should contact the agencies if you have questions about the time limitations or the agencies' complaint processes.

**The United States Equal Employment Opportunity Commission ("EEOC")**

John F. Kennedy Federal Building

15 New Sudbury Street, Room 475

Boston, MA 02203

(800) 669-4000

**The Massachusetts Commission Against Discrimination ("MCAD")**

Boston Office:

1 Ashburton Place, Suite 601

Boston, MA 02108

(617) 994-6000

Springfield Office:

436 Dwight Street, Room 220

Springfield, MA 01103

(413) 739-2145

**Office for Civil Rights ("OCR")**

Office for Civil Rights

U.S. Department of Education

8th Floor

5 Post Office Square

Boston, MA 02109-3921

Telephone: 617289-0111

Fax: 617-289-0150; TDD: 800-877-8339

# Wheaton College Title IX Sexual and Gender-Based Misconduct Policy for Staff

(Rev. August 25, 2023)

## I. Introduction

The Wheaton College Sexual and Gender-Based Misconduct Policy for Staff (the “Policy”) has been developed in compliance with Title IX to provide a prompt and equitable investigation and adjudication process in cases that implicate the Policy, and to provide recourse for individuals whose rights have been violated regardless of that person’s sex, sexual orientation, gender identity or gender expression.

It is a priority of the College that all persons have equitable access to reporting, resources and all aspects of the grievance process. The College acknowledges that historically excluded identities often experience increased barriers to reporting. In this regard, the College has a number of support offices available to staff, including the Office of Human Resources and the Office of the Title IX Coordinator. Confidential Resources including the Employee Assistance Program (EAP) and the College’s confidential resource provider, [Melanite Gonzalez](#) ([gonzalez\\_melanite@wheatoncollege.edu](mailto:gonzalez_melanite@wheatoncollege.edu)), are also available to provide confidential support. Additionally, any faculty seeking accommodations in the response to a report of Sexual and Gender-Based Misconduct, including the formal grievance process, may contact the Office of Human Resources.

For more information about the Policy or to report Prohibited Conduct, please contact [Caraline Somerville](#), Title IX Coordinator at (508) 286-3261 ([somerville\\_caraline@wheatoncollege.edu](mailto:somerville_caraline@wheatoncollege.edu)) or visit the [Employee Assistance Program page](#) on insideWheaton ([https://portal.wheatonma.edu/documents/10354/466178/Wheaton\\_EAP\\_AOHedit.pdf](https://portal.wheatonma.edu/documents/10354/466178/Wheaton_EAP_AOHedit.pdf)). This page includes information about counseling, health, safety, and other support services available to employees.<sup>1</sup>

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<sup>1</sup> For more specific information about preserving evidence and contact information for seeking medical assistance please visit the [Emergency Information](#) page on the Wheaton website. (<https://wheatoncollege.edu/campus-life/campus-safety/sexual-assault-information/emergency-information/>)

## II. Scope

The Policy outlines how the College will respond when the Title IX Coordinator receives notice of alleged Prohibited Conduct by a staff member of the College occurring in an education program or activity of the College against a person in the United States. For purposes of the Policy and as prescribed by Title IX, “education program or activity” includes locations, events, or circumstances, over which the College exercised substantial control over both the Respondent and the context in which the Prohibited Conduct occurs.

Reports regarding Other Prohibited Forms of Sex Discrimination, as defined below, and/or that do not occur within the jurisdictional limits as defined in the Policy and by Title IX may generally be addressed under the College’s Unlawful Discrimination and Harassment Policy in the Staff Handbook, which can be accessed here: <https://wheatoncollege.edu/about-wheaton-college/offices-services/human-resources/info/>. For more information or to report such discrimination, please contact Omaira Roy, Deputy Title IX Coordinator for Staff, at 508-286- 8206, [roy\\_omaira@wheatoncollege.edu](mailto:roy_omaira@wheatoncollege.edu), or in person at her office, Hebe 105.

## III. Definitions

For purposes of the Policy, the following terms have the meanings indicated in this section.

**Advisor:** An individual who is selected by a party or assigned to a party by the College (who may be, but is not required to be, an attorney) to provide information and procedural advice regarding the Policy and the College’s grievance process, who may inspect and review evidence, and who can conduct cross-examination on behalf of the party during the hearing.

**Appellate Officer:** A trained and qualified individual other than the Title IX Coordinator, the investigator(s), or the decision-makers(s) who is an employee of the College or engaged by the College to review and determine appeals under the Policy.

**Complainant:** A person who is alleged to have experienced Prohibited Conduct, and who, at the time they file a Formal Complaint, is currently participating in, or attempting to participate in, the College’s education programs or activities.<sup>2</sup>

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<sup>2</sup> If an individual is not participating in or attempting to participate in the College’s education programs or activities and makes an allegation against a Respondent who is a current employee at the College, the Title IX Coordinator may exercise discretion in signing a Formal Complaint in accordance with Section V (4)

**Confidential Resource:** Staff, faculty, or third-party partners with a statutory privilege (licensed psychologists, mental health counselors, social workers, clergy and designated medical personnel), who are acting within that privileged role, and individuals the College explicitly designates as confidential resource providers available to employees for the purpose of providing information, support and resources regarding the Policy.

**Consent:** Consent which is informed, freely and actively given through clear words or actions, and creates mutually understandable permission regarding the conditions of sexual activity. Consent is achieved only where each party mutually understands what behavior the party's partner consents to and what behavior the party's partner does not consent to with regard to physical and sexual interactions. Consent at one time does not imply Consent at any other time. Consent cannot be obtained: (1) through silence alone (absent a non-verbal action clearly demonstrating consent); (2) from minors (under the age of 16 in Massachusetts), individuals with certain mental disabilities, or incapacitated persons; or (3) through physical force, threat of physical force (by words, gestures, or non-verbal actions), coercion, fraud, intimidation, or Incapacitation.

**Dating Violence:** Violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the Complainant; and (2) where the existence of such a relationship will be determined based on a consideration of the following factors (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating Violence does not include acts covered under the definition of Domestic Violence.

**Deputy Title IX Coordinator for Faculty:** The College's Deputy Title IX Coordinator for Staff is Omaira Roy, Associate Vice President for Human Resources: 508-286-3544, [roy\\_omaira@wheatoncollege.edu](mailto:roy_omaira@wheatoncollege.edu).

**Designated Official:** A College official with authority to institute corrective measures on behalf of the College. Designated Officials include staff in the Office of the Dean of Students, the Office of the Provost, and Human Resources.

**Domestic Violence:** Actions of violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, or by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Massachusetts. In interpreting the term "violence" in this definition, the College will consider, but is not limited to, the types of actions that constitute felonies or misdemeanors under Massachusetts state law.



**Formal Complaint:** A document filed by a Complainant alleging Prohibited Conduct against a Respondent and requesting that the College investigate the allegation of Prohibited Conduct. As used in this paragraph, the phrase “document filed by a Complainant” means a document or electronic submission that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal Complaint. As outlined below, in certain limited situations, the Title IX Coordinator, in their sole discretion, can also sign a Formal Complaint.

**Incapacitation:** The inability, temporarily or permanently, to give consent, because: (1) an individual is mentally and/or physically helpless or unaware of where they are, how they got there, or why or how they became engaged in sexual activity due to drug or alcohol consumption, either voluntarily or involuntarily; or (2) an individual is unconscious, asleep or otherwise unaware that the sexual activity is occurring. Where alcohol is involved, Incapacitation is a state beyond drunkenness or intoxication. Some indicators of Incapacitation may include, but are not limited to, lack of control over physical movements, lack of awareness of circumstances or surroundings, or the inability to communicate for any reason.<sup>3</sup>

**Order of No Contact:** A written order issued by the Title IX Coordinator prohibiting contact between two or more parties and, when applicable, ordering restriction from one or more locations on campus.

**Other Prohibited Forms of Sex Discrimination:** Forms of adverse treatment on the basis of sex (including on the basis of sexual orientation, gender identity, and/or gender expression) that are not otherwise set forth as Prohibited Conduct, in Section IV of the Policy.<sup>4</sup>

**Procedural Coordinator:** The Deputy Title IX Coordinator for Staff.

**Reasonable Person:** A reasonable person under similar circumstances and with similar identities to the Complainant.

**Respondent:** An individual who has been reported to be the perpetrator of conduct that could constitute Prohibited Conduct.

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<sup>3</sup> The relevant standard that will be applied is whether the Respondent knew, or a sober reasonable person in the same position should have known, that the other party was incapacitated and therefore could not consent to the sexual activity.

<sup>4</sup> Reports regarding Other Prohibited Forms of Sex Discrimination will generally be addressed under the College’s Unlawful Discrimination and Harassment Policy, which can be found on page 20 of this document. For more information or to report such discrimination, please contact Omaira Roy, Deputy Title IX Coordinator for Staff, at 508-286-8206, [roy\\_omaira@wheatoncollege.edu](mailto:roy_omaira@wheatoncollege.edu), or in person at her office, Hebe 105.

**Retaliation:** Any acts or words that intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Policy.

**Sexual Assault:** Sexual Assault includes: (1) the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the Complainant; (2) the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the Complainant, including instances where the Complainant is incapable of giving Consent because of their age or because of their temporary or permanent mental incapacity; (3) sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; and (4) sexual intercourse with a person who is under the statutory age of consent.

**Sexual Harassment:** Conduct on the basis of sex that includes:

- an employee of the College conditioning the provision of an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct; or
- unwelcome conduct determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the College's education program or activity.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a Reasonable Person to: (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress. For the purpose of this definition, course of conduct means two or more acts, including, but not limited to acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property. Substantial emotional distress means significant mental suffering or anguish that may, but does not require medical or other professional treatment or counseling.

**Supportive Measures.** Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the College's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the College's educational environment, or deter Prohibited Conduct. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

**Timely Warning:** A warning issued by the Director of Campus Safety to the campus community to notify the community of a serious crime that constitutes an ongoing or continuing threat.

**Title IX:** Title IX of the Education Amendments of 1972 (20 U.S.C.A. § 1681) and its implementing regulations (34 C.F.R. Part 106).

**Title IX Coordinator:** The College's Title IX Coordinator or a designee.

## IV. Prohibited Conduct

The following conduct is prohibited:

- (1) Dating Violence;
- (2) Domestic Violence;
- (3) Sexual Assault;
- (4) Sexual Harassment;
- (5) Stalking; and
- (6) Retaliation.<sup>5</sup>

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<sup>5</sup> Retaliation allegations may be consolidated with other Formal Complaints of Prohibited Conduct if the facts and circumstances significantly overlap. If the facts and circumstances do not significantly overlap, then the College retains discretion to adjudicate the allegation under a different but appropriate policy. For example, if a Respondent retaliates against a Complainant with regard to the filing of a complaint, that behavior could be consolidated with the other Prohibited Conduct alleged, provided appropriate notice is afforded. On the other hand, if the retaliatory conduct is committed by a person other than Respondent who is not otherwise subject to a grievance under the Policy, that behavior could be adjudicated under another conduct policy which prohibits such behavior.

## V. Process for Responding to Reports

This section outlines how the College will respond to a report of conduct that could constitute Prohibited Conduct and determine what, if any, Supportive Measures and additional action is appropriate. The College retains the discretion to designate another appropriate College employee to satisfy the various roles set forth below and as appropriate to the role and situation at hand.

### 1) *Reporting Prohibited Conduct*

Any individual seeking to report allegations of Prohibited Conduct by a faculty member of the College occurring in an education program or activity of the College may do so by reporting via the Sexual and Gender-Based Misconduct Reporting Form,<sup>6</sup> or by contacting the [Title IX Coordinator](#) via mail, email (somerville\_caroline@wheatoncollege.edu), phone (508-286-3261), or in person at the Title IX Office. Reports may also be made directly to the Deputy Title IX Coordinator, as defined above and including contact information above. Individuals may submit the Sexual and Gender-Based Misconduct Form anonymously.<sup>7</sup>

### 2) *Reporting Obligations*

Employee obligations to report to the Title IX Coordinator allegations of Prohibited Conduct vary based on the role of the employee. The following outlines employee reporting obligations.

- a.) Confidential Resources are not required to report allegations of Prohibited Conduct that come to their attention, except in limited circumstances where a reporting obligation exists under the law. When acting in their Confidential Resource role, Confidential Resources will inform individuals of those limited circumstances.

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<sup>6</sup> The [Community Reporting Options](#) can be found on the Wheaton website. (<https://portal.wheatonma.edu/web/inside-wheaton/campus-life/community-reporting-options#sexu>)<sup>7</sup> It is generally helpful to the College for individuals to include their identity when reporting Sexual and Gender-Based Misconduct.

- b.) Designated Officials, as defined above, as well as the College President, the Vice President of Finance and Administration, the Associate Vice President for Legal Affairs, the Director of Counseling and Health Services,<sup>7</sup> Campus Safety staff, SAIL and Residential Life staff, including area coordinators and residential advisors, Athletics Department staff, Academic Advising staff, including peer advisors<sup>8</sup> **must**, within forty-eight (48) hours, report to the Title IX Coordinator/Deputy Title IX Coordinator allegations of Prohibited Conduct that come to their attention.
- c.) All other staff and faculty (not listed in paragraph (a) and (b) above) **may** report to the Title IX Coordinator/Deputy Title IX Coordinator allegations of Prohibited Conduct that come to their attention. However, where an individual alleges that a faculty member, staff member, vendor, or volunteer has engaged in Prohibited Conduct, all staff and faculty (other than Confidential Resources) **must**, within forty-eight (48) hours, report the allegations to the Title IX Coordinator/Deputy Title IX Coordinator.<sup>9</sup>

### *3) Response to reports of Prohibited Conduct.*

The College will respond to all reports of Prohibited Conduct in a prompt, equitable, and effective manner. After receiving notice of conduct that could constitute Prohibited Conduct, the Title IX Coordinator/Deputy Title IX Coordinator will take a number of initial steps. These initial steps are not an investigation. Rather, these initial steps will enable the College to assess the need to take any immediate action to address the safety and health needs of the parties and the College community and to determine the next steps for investigating the reported conduct and the need for any Supportive Measures. These initial steps include, but are not limited to, the following:

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<sup>7</sup> The Director of Counseling and Health Services must report allegations of Prohibited Conduct that come to their attention to the extent permitted under any state confidentiality law requirements.

<sup>8</sup> For purposes of this reporting requirement, peer advisors are required to report only disclosures of alleged Prohibited Conduct made to them by their advisees.

<sup>9</sup> Failure to comply with reporting obligations may subject staff to discipline including termination. Any person seeking to notify the College of a court-issued protective order should contact Campus Safety at 508-286-3333

- a.) Supportive Measures. The Title IX Coordinator/Deputy Title IX Coordinator will promptly contact the Complainant to discuss the availability of Supportive Measures, consider the Complainant's wishes with respect to Supportive Measures, and inform the Complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint. As defined in Section III above, the College will provide Supportive Measures but will remain cognizant of the burden a specific Supportive Measure may have on the other party. Factors to be considered in determining reasonable supportive measure may include: the specific need expressed by the party; the severity and/or pervasiveness of the allegations; any continuing effects on the party; whether the parties share the same job location; and whether other judicial measures have been taken to protect a party or the parties. Parties may at any time request that the Title IX Coordinator review Supportive Measures.
- b.) Disclosures Regarding Law Enforcement. The Title IX Coordinator/Deputy Title IX Coordinator will notify the Complainant, in appropriate circumstances, about the right to report (or decline to report) the matter to Campus Safety and/or to law enforcement, to receive assistance from campus authorities in contacting law enforcement, and to request a court-issued protective order.<sup>11</sup> A report to law enforcement will not change the College's duty to respond to the matter but it may briefly delay the timing of any investigation if a law enforcement agency requests that the College delay its process for a reasonable amount of time to allow it to gather evidence of criminal conduct. If the College learns that a form of sexual misconduct occurred with regard to an individual under the age of eighteen (18), the College may be required to report the information to the Massachusetts Department of Children and Families, as well as law enforcement.
- c.) Policy on Retaliation. The Title IX Coordinator/Deputy Title IX Coordinator will inform the Complainant about the Policy's prohibition of Retaliation and that the College will respond to any reports of retaliation promptly.
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- d.) Threat Assessment. The Title IX Coordinator, in consultation with other College administrators, will assess the reported conduct to determine whether the circumstances pose a threat to the health or safety of the College community and warrant the issuance of a Timely Warning, an Order of No Contact for any persons, or any other interim protections including the facilitation of an emergency removal or administrative leave in accordance with Section VII(6) of the Policy.

#### *4) Filing a Formal Complaint.*

The Title IX Coordinator/Deputy Title IX Coordinator will explain to the Complainant the process for filing a Formal Complaint. If, at this time, the Complainant chooses not to file a Formal Complaint, the Title IX Coordinator, in accordance with Section VII(5) of the Policy, will weigh that request and the reasons for it against the College's obligation to address any risk of harm to the Complainant or other individuals in the community and the nature of the incident or conduct at issue. In certain circumstances, the Title IX Coordinator may determine that it would be unreasonable in light of the known circumstances not to investigate the allegations of Prohibited Conduct. In those circumstances, the Title IX Coordinator will file a Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or otherwise a party to the matter.

#### *5) Dismissal and Consolidation of Formal Complaints*

As outlined below, the College may be required or permitted to dismiss Formal Complaints upon their filing or during the course of the grievance process. Additionally, the College maintains discretion to consolidate Formal Complaints.

- a.) If the conduct alleged in a Formal Complaint: would not constitute Prohibited Conduct, even if proved; did not occur in the College's education program or activity; or did not occur against a person in the United States, then the College, in accordance with Title IX, must dismiss the Formal Complaint with regard to that conduct under the Policy. The Title IX Coordinator will, if appropriate, refer the reported conduct to the appropriate administrator for handling consistent with any other pertinent College policy. If new information is subsequently provided, the decision whether or not to proceed under the Policy will be reevaluated.
- b.) The College may dismiss a Formal Complaint or any allegations therein, if at any time during the investigation or hearing: A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein; the Respondent is no longer employed by the College; or specific circumstances prevent the College from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.
- c.) Upon a dismissal required or permitted pursuant this section, the College will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties.

- d.) Consolidation of Formal Complaints. The College may consolidate Formal Complaints as to allegations of Prohibited Conduct against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Prohibited Conduct arise out of the same facts or circumstances.

## **VI. Grievance Process**

This section outlines the College's grievance process for investigating and adjudicating a Formal Complaint.

### ***1) Investigation.***

If a Formal Complaint is filed, the formal investigation phase will commence and include the steps outlined below.

- a.) Notice of Investigation. The Title IX Coordinator, in consultation with the Deputy Title IX Coordinator for Faculty, will provide the parties with a copy of the Formal Complaint, the Policy, and written notice of the investigation which will include:

- i.) notice of the allegations potentially constituting Prohibited Conduct and sufficient details known at the time, including:(1) the identities of the parties involved in the incident, if known; (2) the conduct allegedly constituting Prohibited Conduct as defined in the Policy; and (3) the date and location of the alleged incident, if known;
- ii.) a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- iii.) a statement informing the parties that they may have an Advisor;
- iv.) notice of Section VII (2) of the Policy which prohibits knowingly making false statements or knowingly submitting false information during the grievance process;
- v.) the availability of Supportive Measures; and
- vi.) a reminder of the Policy's prohibition of Retaliation.



- b.) Designation of Investigator(s). When appointing the investigator(s), the College will designate at least one internal and/or external investigator to conduct a prompt, fair, equitable and impartial investigation of the reported conduct and prepare an investigative report.<sup>10</sup> At the College's discretion, more than one investigator may be assigned. The Title IX Coordinator will provide the parties with the name of the investigator(s). As soon as possible, but no later than three (3) days after receiving notice of the identity of the investigator(s), the parties can inform the Title IX Coordinator (in writing) of any conflicts or potential conflicts of interest with regard to the selected investigator(s). The Title IX Coordinator will consider the nature of the conflict and determine if a different individual should be assigned as investigator(s). The Title IX Coordinator's decision regarding any conflicts is final.
- c.) Nature of the Investigation. Investigative meetings may be conducted in person or virtually, as required by federal mandate. The following are the roles and processes to be followed during the investigation.
- i.) The investigation provides an opportunity for fact-finding and will include separate interviews with the Complainant, Respondent, and any relevant witnesses.<sup>11</sup>
  - ii.) The investigator(s) will provide the parties with advance notice of meetings at which their presence is required. Parties will be afforded an equal opportunity to present witnesses and other inculpatory and exculpatory evidence.

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<sup>10</sup> All persons designated as investigators will receive no less than one annual training on issues relating to sexual misconduct, investigatory and hearing procedures.

<sup>11</sup> Investigators will ask questions and consider evidence in a manner consistent with Section VI(2)(c)(iv).

- iii.) Each party may have a single Advisor present during any meeting, interview, or hearing, held pursuant to the Policy. Except to the extent expressly permitted in the hearing phase outlined below, the Advisor may advise their respective party privately, but cannot act as a speaking advocate at a meeting. College staff and internal or external investigators may delay or terminate meetings, remove or dismiss Advisors, and/or proceed with the investigation if an Advisor is disruptive or otherwise refuses to comply with the requirements of this policy. An Advisor is subject to the same privacy expectations applicable to others in attendance and must also abide by any applicable state and federal laws. Accommodations, including scheduling of interviews or reviews, generally will not be made for any advisors if they unduly delay the process. The Advisor is not permitted to attend a meeting or proceeding without the party they are advising being present without the prior approval of the Title IX Coordinator, at their discretion. The College reserves the right to take appropriate action regarding any Advisor who disrupts the process, or who does not abide by the restrictions on their participation.
- iv.) At no point will the investigation require both parties to be in the same room. At no point will either party be permitted to question or cross-examine the other party or any witness directly during the investigation, determination, or appeal process. (The parties may ask questions of the other party and/or witnesses at the hearing, described in Section VI(2)(c)(iii) below, but all such questions must be asked through the party's Advisor.
- d.) Content of Investigative Report. The investigator(s) will create an investigative report that fairly summarizes relevant evidence, a separate section where the investigator(s) point out relevant consistencies or inconsistencies (if any) between all sources of information, and a separate section describing the investigator(s)' assessment of the credibility of parties and witnesses, and attach any relevant evidence gathered, whether inculpatory (i.e., proving the responsibility of a party) or exculpatory (i.e., proving that a party did not commit the conduct alleged) (The investigative report will not include a determination as to whether a party has violated the Policy or what sanctions may be appropriate. These determinations will be made as described in Section VI(2)(d) below).

e.) Review of the Investigative Report by the Parties. Both parties will be informed of their opportunity to review the entire investigative report and that they may submit written comments and/or questions about the content of the investigative report to the investigator(s) within ten (10) calendar days of the date they are notified that the investigative report is available for review. The time to submit written comments can be extended for a brief period if the Title IX Coordinator concludes, in their sole discretion, that the additional time is warranted. In circumstances where an extension is provided to one party, it will be provided to the other party, as well.

i.) The comments submitted by the parties may not exceed ten (10) double spaced pages unless a higher page limit is otherwise determined to be necessary and appropriate in the sole discretion of the Title IX Coordinator. After reviewing the submissions, if any, from the parties, the investigator(s) may determine that either additional investigation is required or no further investigation is needed. The investigator has the sole discretion to determine if any information or questions submitted are irrelevant and therefore not to be considered and will be redacted. If further investigation is conducted, the investigator(s) will include any additional relevant information in the investigative report.

ii.) If, at any point in this review process or the prior investigation, it becomes apparent that a witness will not take part and subject themselves to examination in the hearing described in Section VI(2)(c)(iii) below, the investigator may revise the investigative report to remove information provided by the witness so as not to impact the hearing. If this decision is made prior to the Parties' review, it will be noted in a cover memo to the investigative report. If the decision is made following the Parties' review, it will be communicated to the Parties and they will be informed in writing of any information that will be removed prior to the hearing.

iii.) The investigative report will then be finalized. Any submissions made by either party pursuant to this section, as well as any other documentation deemed relevant by the investigator(s), will be attached to the investigative report.

## *2) Live Hearing.*

At the conclusion of the investigation phase, the hearing process will commence and include the steps outlined below.

a.) Notice of Hearing. The Procedural Coordinator will notify the Complainant and the Respondent in writing of the time and date of the hearing at least ten (10) business days prior to the hearing date.

- b.) Designation of a Decision-maker(s). The College will designate at least one internal and/or external decision-maker to conduct a prompt, fair, equitable, and impartial hearing.<sup>12</sup> The Procedural Coordinator will provide the parties with the name of the decision-maker(s). As soon as possible, but no later than three (3) days after receiving notice of the identity of the decision-maker(s), the parties can inform the Procedural Coordinator (in writing) of any conflicts or potential conflicts of interest with regard to the selected decision-maker(s). The Procedural Coordinator will consider the nature of the conflict and determine if a different individual should be assigned as decision-maker(s). The Procedural Coordinator's decision regarding any conflicts is final.
- c.) Nature of the Hearing. Hearings may be conducted in person or virtually, as required by federal mandate. The following are the roles and processes to be followed during the hearing.
- i.) Decision-maker(s) will maintain broad authority to determine the process, timing and conduct of the hearing. For example, the decision-maker(s) will determine the order of presentation, timing and overall duration of the hearing, what information and evidence will be heard, what information and questions are relevant to the determination of the matter, and what cross-examination questions will or will not be permitted.
  - ii.) Each party may have an Advisor present at the hearing who will be subject to the same expectations and limitations pertaining to the investigation phase as outlined under Section VI(1)(c)(iii), however Advisors may also be present during the hearing for the limited purpose of conducting cross-examination on behalf of the party. If a party does not have an advisor of their choice present at a hearing, the College will provide one, without fee or charge to the party. No later than ten (10) calendar days before the hearing, parties should inform the Title IX Coordinator of the identity of any Advisor who will accompany them to the hearing, so that the College will know whether or not it needs to arrange for the presence of a College-provided Advisor.

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<sup>12</sup> All persons designated as decision-makers will receive no less than one annual training on issues relating to sexual misconduct, investigatory and hearing procedures.

- iii.) At a time and manner deemed appropriate by the decision-maker(s), the Advisor for each party will be permitted to ask the other party and any witnesses all relevant cross-examination questions and follow-up questions, including those challenging credibility. Except for that limited role, Advisors may not participate actively in the hearing and may not speak or otherwise communicate on the part of the party that the Advisor is advising. However, the Advisor may consult privately in a non-disruptive manner with their advisee during and/or at a recess in the hearing. Scheduling accommodations generally will not be made for Advisors if they delay the process. The College reserves the right to take appropriate action regarding any Advisor who disrupts the process, or who does not abide by the restrictions on their participation as determined in the sole discretion of the decision-maker(s), which may include exclusion of the Advisor from the hearing and the appointment of an alternate College-provided Advisor.
- iv.) Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.
- v.) Information protected under a legally recognized privilege (e.g., privileged communications between a party and their physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in a treatment capacity, or privileged communications between a party and their attorney), are not permitted unless the person holding the privilege has waived the privilege.
- vi.) If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) will not rely on any statement of that party or witness in reaching a determination regarding responsibility, unless there is a change to current federal guidance and/or federal case law in Massachusetts. The decision-maker(s) will not draw an inference about the determination regarding responsibility based *solely* on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

- vii.) At the request of either party, the College will provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or the witness answering questions.
  - viii.) The College will create an audio or audiovisual recording, or transcript, of the hearing and make it available to the parties for inspection and review.
- d.) Determination Regarding Responsibility. The decision-maker(s) will issue a written determination regarding responsibility using the preponderance of the evidence standard. The College will provide the written determination simultaneously to the parties not later than seven (7) business days after a determination is made.<sup>13</sup> The written determination will include:
- i.) identification of the allegations potentially constituting Prohibited Conduct;
  - ii.) a description of the procedural steps taken from the College of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
  - iii.) findings of fact supporting the determination;
  - iv.) conclusions regarding the application of the Policy to the facts;
  - v.) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the College imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the College's education program or activity will be provided by the College to the Complainant (disciplinary sanctions and remedies include termination, suspension, probation with or without conditions, reprimand, warning, restitution, education, counseling, Orders of No Contact, restriction from programs or activities, and loss of leadership opportunities or positions in activities); and

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<sup>13</sup> The determination regarding responsibility becomes final either on the date that the College provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely

- vi.) the College's procedures and permissible bases for the Complainant and Respondent to appeal.

### 3) Appeals.

Either party may appeal a determination regarding responsibility or the College's dismissal of a Formal Complaint or any allegations therein.

- a.) Filing an Appeal. Within ten (10) days of receiving written notice of the decision-maker's determination on responsibility and sanctions (or dismissal of a Formal Complaint or any allegations therein), either the Complainant or the Respondent may appeal the decision by submitting to the Procedural Coordinator a letter stating why the party requesting the appeal believes the determination of responsibility and/or the sanctions were inappropriate.
- b.) Bases for Appeals. Appeals must be based on one or more of the following:
  - i.) procedural irregularity that affected the outcome of the matter;
  - ii.) new evidence that was not reasonably available at the time the determination regarding responsibility or sanction was made, that could affect the outcome of the matter; and
  - iii.) the Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.
- c.) Notice of Appeal and Opportunity to Respond. The College will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties. The Complainant and Respondent will be provided with a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
- d.) Appellate Officer. The Appellate Officer will decide the merits of any appeal and in so doing, may consult with the Title IX Coordinator, the investigator(s), the decision-maker(s), and any other individual that the Appellate Officer deems appropriate.

- e.) Appeal Determinations. The purpose of the appeal is not to rehear the case; rather, it is to determine if there is sufficient information presented to allow a reconsideration of the decision-maker's determination. The Appellate Officer may affirm all or part of the decision (which includes the sanction, as well as the determination of responsibility) or may refer the matter to the investigator(s) or decision-maker(s) for further consideration. The Appellate Officer will provide specific instructions with any referral. In the event of a referral, the Appellate Officer may mandate such further proceedings as the Appellate Officer deems appropriate under the circumstances, consistent with the Policy. When reaching an appeal determination, the Appellate Officer will issue a written decision describing the result of the appeal and the rationale for the result and provide the written decision simultaneously to both parties.

#### 4) *Informal Resolution.*

At any time prior to reaching a determination regarding responsibility, the College may determine appropriate and facilitate an informal resolution process such as mediation, that does not involve a full investigation and adjudication, provided that the College:

- a.) provides to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations,<sup>14</sup> and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b.) obtains the parties' voluntary, written consent to the informal resolution process; and
- c.) does not offer or facilitate an informal resolution process to resolve allegations that an employee engaged in Prohibited Conduct with a student.

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<sup>14</sup> Provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.



## **VII. Additional Matters**

### *1) Request for Delay of Proceedings*

If the Complainant, the Respondent, or law enforcement agencies request that the College conduct proceeding be delayed because the conduct in question is also being addressed in a civil or criminal court, the College will review the request, but it retains the right to conduct the processes described in the Policy before, after, or during the same time period as the civil or criminal case, and to implement appropriate action (including but not limited to interim Orders of No Contact, removal from campus, interim removals, or suspensions) to maintain the safety of the campus. The campus conduct process shall be confidential to the extent possible and as allowed by law and considerations of safety.

### *2) Duty of Honesty and Cooperation.*

All parties and witnesses are obligated to be completely honest during the course of the entire process set forth in the Policy. Any person who knowingly makes a false statement or knowingly submits false information – either explicitly or by omission – in connection with any part of the grievance process may be subject to separate College disciplinary action. All parties and witnesses are obligated to cooperate with the Title IX Director and any persons charged with implementing the Policy. Any person who knowingly interferes with the actions taken to implement the reporting, investigation, or resolution of matters under the Policy may be subject to separate College disciplinary action.

### *3) Patterns of Conduct.*

Where there is evidence of pattern of conduct similar in nature by the Respondent, either prior to or subsequent to the conduct in question, regardless of whether there has been a finding of responsibility, this information may be deemed relevant and probative to the investigators' report and/or the decision-maker's determination of responsibility or sanction. In those instances, the Title IX Coordinator and the Procedural Coordinator will determine whether the previous incident was substantially similar to the conduct cited in the report and/or indicates a pattern of behavior and substantial conformity with that pattern by the Respondent. The Title IX Coordinator and the Procedural Coordinator may choose to provide this information to the investigator(s), with appropriate notice to the parties.

#### *4) Amnesty for Students Reporting Misconduct by Faculty.*

The College encourages reporting under the Policy and seeks to remove barriers to reporting. The College generally will not hold a student who reports conduct or is a witness during an investigation under the Policy accountable for disciplinary violations of the College's Community Standards related to the incident. Under limited circumstances, a person who reports conduct under the Policy may be held accountable for his or her own misconduct if, in the College's discretion, it is determined that the behavior placed the health and safety of any person at risk, or if it created a danger to the College community. The College retains the right to require students to attend counseling or drug/alcohol related courses, as applicable, even in circumstances in which disciplinary conduct will not be pursued under the Policy.

#### *5) Respect for Privacy*

The College values the privacy of individuals involved in the reporting, investigation, and/or resolution of matters subject to the Policy and will not disclose the identity of Complainants and Respondents except as necessary to carry out the grievance process, its obligations under Title IX, and as otherwise permitted under state or federal law. However, there are situations in which it may be necessary for an institution to override a request for privacy in order to meet its Title IX obligation. In the event circumstances result in the College overriding a request for privacy or confidentiality to meet its Title IX obligation, the College will do so with the utmost sensitivity and respect for the circumstances and the individuals involved.

The factors considered in determining whether it can grant a request for privacy include circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual violence or other violence (e.g., whether there have been other sexual violence complaints about the same alleged perpetrator, whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence, whether the alleged perpetrator threatened further sexual violence or other violence against the Complainant or others, and whether the sexual violence was committed by multiple perpetrators), circumstances that suggest there is an increased risk of future acts of sexual violence under similar circumstances (e.g., whether the Complainant's report reveals a pattern of perpetration, whether the sexual violence was perpetrated with a weapon, the age of the Complainant subjected to the sexual violence, and whether the school possesses other means to obtain relevant evidence (e.g., security cameras or personnel, physical evidence)

## *6) Emergency Removal and Administrative Leave*

The College may remove a Respondent from the College's education program or activity on an emergency basis, provided that the College undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Prohibited Conduct justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Additionally, the College also maintains discretion to place Respondent on an Administrative Leave during the pendency of the Grievance Process.

## *7) Special Situations*

In limited circumstances, when the safety of the College community is at risk, if the material facts are undisputed, if there are extenuating circumstances involving either of the parties, or if the Title IX Director, in consultation with appropriate administrators, determines it is in the best interest of the College and/or the community, the College retains the right to determine, in its sole discretion, if it will address a report of conduct that falls under the Policy administratively and outside of the process described in the Policy. Whenever the College determines that it will exercise this provision, its actions will be in accord with Title IX and it will stay true to the processes described in the Policy to the extent possible. The College will also clearly explain to the parties any alternate processes it will take in the given situation.

# Protections for Employees with Disabilities

Wheaton College welcomes qualified employees with disabilities, and these guidelines are intended to ensure that disabled individuals are treated fairly in regard to the terms and conditions of employment. These guidelines are consistent with the Americans with Disabilities Act (as amended) and applicable Massachusetts laws that require reasonable accommodations for qualified persons with disabilities and prohibit discrimination on the basis of disability.

The College prohibits discrimination on the basis of physical or mental disability, or perceived disability, in all employment practices including hiring, promotion, discharge, compensation, training, benefits and other conditions of employment. The College also prohibits discrimination against an applicant or employee, whether disabled or not, because of the individual's family, business, social or other relationship or association with an individual who is disabled.

## Definitions:

The term **disability**, with respect to an individual, means a physical or mental impairment that substantially limits one or more major life activity, a record of such an impairment, or being regarded as having such an impairment.

A **qualified individual with a disability** refers to an individual with a disability who meets the necessary skills, experience, education, and other job-related requirements of the position they hold or seek to hold, and can perform the essential functions of the position with or without a reasonable accommodation.

The **essential functions** of a job are the basic job duties that an employee must be able to perform, with or without reasonable accommodation. Employees should contact their supervisor or Human Resources with any questions regarding the essential functions of a job.

A **reasonable accommodation** means a modification or adjustment to a job, a work environment, or the manner in which work is usually done that enables the qualified individual with a disability to perform the job responsibilities and does not impose an undue hardship on the College.

An **undue hardship** includes any action that is unduly costly, extensive, substantial, disruptive, or would fundamentally alter the nature of the job.

The College will grant requests for reasonable accommodations for qualified individuals with a disability, provided that the accommodation does not impose an undue hardship on the College or require a fundamental alteration of the nature or operation of the job position or the College. If you are unable, or find it difficult, to do all the functions of your job due to a disability, please inform your supervisor or the Office of Human Resources.

Information regarding the process for requesting and receiving accommodations can be obtained from the Office of Human Resources. Each inquiry will be handled individually, on a case-by-case basis.

## **Massachusetts Pregnant Workers Fairness Act**

Wheaton College prohibits employment discrimination in the terms and conditions of employment against employees and job applicants due to pregnancy or pregnancy-related conditions. Pregnancy-related conditions can occur during or after pregnancy and may include (but are not limited to) morning sickness, lactation, or the need to express breast milk.

Wheaton College provides reasonable accommodations for an employee's or a job applicant's pregnancy or pregnancy-related conditions, so long as the person is capable of performing the essential functions of the job with a reasonable accommodation and the accommodation does not impose an undue hardship on the College.

As has been our long-standing practice, Wheaton College will continue to prohibit retaliation against employees and job applicants due to pregnancy or pregnancy-related conditions, or because they request or use a reasonable accommodation.

### ***The Reasonable Accommodation Process***

This process applies to all requests for accommodations based on disabilities, including pregnancy and pregnancy-related conditions.

The College is not generally obligated to seek out and determine employees' need for accommodations absent specific requests from employees. If you are unable, or find it difficult, to perform all the functions of your job due to a disability, please inform your supervisor *and* Human Resources in writing of the reasonable accommodation you seek. The College will then engage with you in an interactive process regarding your requested accommodation. The interactive process is a collaborative effort between you and the College to discuss the need for a reasonable accommodation, the specific accommodation requested, and whether/how the College is able to accommodate the request. Communication is key to the interactive process. The College may request that you provide written documentation from your health care provider regarding your disability and/or the need for an accommodation; such written documentation must include, at a minimum: whether you are or have been under the care of health care providers for the relevant disability; the nature/duration of the disability; how the disability impacts your ability to perform the essential functions of the job; and how the requested accommodation would assist you in performing the essential functions of the job.

The College will grant requests for reasonable accommodations for qualified individuals with a disability, provided that the accommodation does not impose an undue hardship on the College or require a fundamental alteration of the nature or operation of the job position or the College. The reasonable accommodation granted may not necessarily be the specific accommodation requested or the accommodation the employee prefers. A requested accommodation may be denied if it imposes an undue hardship on the College, which the law refers to as an action requiring significant difficulty or expense. If that situation were to occur with regard to a specific requested accommodation, the College will continue the interactive process to explain the decision and consider any reasonable alternatives.

The College will maintain accommodation requests, medical information, and information about the process and outcome in files that are separate from your personnel records. Such information will only be shared with those who have a need to know (e.g., in order to facilitate the interactive process and/or implement any reasonable accommodations) and will not be released except as required by law.

The College does not tolerate any discrimination, harassment, or retaliation against applicants or employees on the basis of disability, requests for reasonable accommodations, or participation in complaints or investigations of disability discrimination.

Information regarding the process for requesting and receiving accommodations can be obtained from Human Resources. Each inquiry will be handled individually, on a case-by-case basis.

## **Policy Against Abuse of Drugs and Alcohol**

This policy applies to faculty, staff, and student employees. Student employees are also subject to the Alcohol Policy and Drug Policy generally applicable to all students.

The federal Drug-Free Workplace Act of 1988 requires employers who contract with or receive grants from agencies of the federal government to maintain a drug-free workplace. In addition, the federal Drug-Free Schools and Communities Act of 1989, as a condition of the institution receiving federal funds or any other form of financial assistance under any federal program, requires all institutions of higher education to adopt and implement a program to prevent the use of illegal drugs and the abuse of alcohol by students and employees.

The health risks associated with the use of alcohol and illegal substances are significant. Alcohol or any other drug used in excess over time can produce illness, disability, and death. The health consequences of substance abuse also

can be immediate and unpredictable, such as cardiac arrest, or more subtle and long term, such as liver deterioration.

In compliance with the requirements of these laws, and in order to provide a safe and healthy environment in which employees and students may work and study, Wheaton College has established a drug prevention program. That program is described in the policy statement included here. Students and employees of the college are notified annually of the requirements of this policy.

The terms drugs and controlled substances, as used in this policy, are defined in accordance with the federal Controlled Substances Act (CSA), and includes all substances classified as illegal drugs pursuant to the CSA. Those terms do not include medication prescribed by a properly licensed and authorized health professional, provided that the medication is taken strictly in accordance with the health professional's instructions and provided that the possession and use of such drugs does not adversely affect job performance or the safety of students and employees or others. Employees are to consult with their physicians about the effect of such prescribed medications on their fitness for duty and ability to work safely and disclose any work restrictions promptly to the Human Resources Department or their supervisor. Employees are not expected to disclose underlying medical conditions.

### *Prohibitions*

Wheaton College prohibits the illegal use, possession, manufacture, distribution, dispensing, or other transfer of any controlled substances, in any amount, by any College employee or student while: (1) on College premises or property owned by the College, (2) performing any job-related activity, on or off College premises, or (3) participating in any College activity, on or off College premises.

An exception to this Policy is made for the moderate and responsible consumption of alcohol by individuals of legal age at functions at which College authorization to serve alcoholic beverages has been obtained in accordance with College policies, and at other College sponsored events for employees that are primarily social in nature, provided that consumption at such functions is moderate and responsible, and limited to individuals of legal age and does not pose a risk to the safety of the individual or others. Faculty and staff members who live in College owned property shall be permitted to possess and consume alcoholic beverages in their residences.

In addition, no employee may be under the influence of alcohol or any drugs or controlled substances while operating a vehicle or equipment owned or leased by the college, or otherwise performing any work at or for the college.

## *Disciplinary Action and Sanctions for Non-Compliance*

Faculty members who violate any provision of this Policy may be subject to disciplinary action and sanctions, up to and including termination of employment. Additionally, the College will notify law enforcement of violations of this Policy, as appropriate in the sole discretion of the College. Actions in violation of this Policy, including unlawful possession, use, or distribution of drugs or alcohol may subject an employee to criminal penalties.

## *Legal Sanctions*

In addition to disciplinary actions and sanctions imposed by the College, all employees should be aware that local, state, and federal laws make the illegal use, possession, sale, distribution, or manufacture of drugs and alcohol serious crimes. Penalties range according to the type of substance, amount in possession and/or distributed, and the number and type of previous violations. Conviction can lead to imprisonment, fines, and assigned community service. Felony and certain other convictions can prevent the convicted individual from eligibility for federal benefits, including student loans, from entering many fields of employment or professions, and may have to be listed on applications for employment or admission to graduate or professional schools. While a number of examples are included below, employees and students should be aware that not all alcohol and drug related crimes and penalties are listed:

Cities and towns in Massachusetts, including Norton, prohibit the public consumption of alcohol and impose fines for violations. Additionally, many cities and towns in Massachusetts have local ordinances and regulations that prohibit public consumption of alcoholic beverages on private property without the property owner's consent. Under Massachusetts law, a person who violates ordinances regarding public consumption of alcohol is subject to arrest without a warrant.

Massachusetts laws punish sale or delivery of alcoholic beverages to persons under twenty-one with fines and/or imprisonment. It is also illegal in Massachusetts for persons under 21 years of age to purchase or attempt to purchase alcoholic beverages, or to make arrangements to purchase or procure such beverages. Violations are punishable by fines and/or imprisonment.

Federal and Massachusetts laws have varying criminal penalties relating to controlled substances or drugs. A [full list](#) of controlled substances as defined by Massachusetts law can be found on the state website (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter94C/Section31>).



For more information about [federal laws](#) regarding [controlled substances](#), please refer to the respective federal websites. (<https://www.deadiversion.usdoj.gov/>) (<https://www.dea.gov/>).

### *Additional Employee Responsibilities*

Any Faculty member who is found guilty, or pleads "no contest", to a charge of violating a criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance in the workplace must inform the Provost within five (5) days of such conviction or plea. Appropriate disciplinary action will be taken.

### *Counseling and Rehabilitation*

The College strongly encourages employees and students to seek assistance for problems with drug and alcohol abuse. A number of counseling and rehabilitation programs are available to individuals, on a confidential basis, to provide education, counseling, and coordination with available community resources to address drug and alcohol abuse problems. Students may contact the College Counseling Center for confidential treatment and also for referrals. Employees may seek confidential referrals through the Employee Assistance Program, which provides assistance and referrals to employees and their families in handling problems such as alcoholism and chemical dependency.

# Proper Use of College Resources

## College Property and Funding

Wheaton College community members must not use College resources other than for their intended purposes. All persons employed by the College have an obligation to manage the institution's resources prudently, with a responsibility to those who provide those resources, including students, parents, alumnae/i, foundations, donors and government agencies. All persons employed by the College are responsible for safeguarding the tangible and intangible assets of the College that are under their control. College resources may not be converted to personal use, either for oneself or another person.

College resources may not be used to make contributions to candidates for public office, to political parties, or to other political organizations that are organized primarily to accept contributions for the purpose of influencing the selection, nomination, election, or appointment of any individual to federal, state, or local public office.

No College equipment provided to employees should be removed from the physical confines of the College campus, unless approved by the supervisor and only when the employee's job specifically requires use of school equipment outside the physical facility of Wheaton College. The employee is also responsible for any and all liability for injuries or losses that occur from misuse of equipment. The employee is responsible for returning the equipment in good condition.

Computer equipment, including cell phones, laptops, and other electronic devices provided by the College, may not be used for more than incidental personal use; this includes word processing and computing functions. All files, programs, and other material stored on College-owned equipment are presumed to be the property of Wheaton College, and under no circumstances is the employee permitted to make a copy of this material for personal use. Also, employees are prohibited from installing any other programs onto a College computer without the written permission of their supervisor. The copying of programs installed on the College-owned computers is not allowed unless the employee is specifically authorized to do so in writing by their supervisor.

Employees are requested to limit taking or making personal calls during work time.

## Acceptable Use of Campus Network and Computing Systems

This policy applies to faculty, staff, and student employees. Student employees are also subject to the Student Acceptable Use Policy generally applicable to all students.

It is the responsibility of each member of the community to use the services provided by the College's campus network and computing systems appropriately and in compliance with all College, city, county, state, and federal laws and regulations. This policy covers all persons accessing a computer, telecommunications or network resource at Wheaton College, including the campus data network, electronic mail, file sharing, printing, world-wide web services, telephone services, and cable television. College computing systems are College resources and may be provided to employees for business purposes. Computers and the information contained on them are the property of the College and may be accessed by College officials at any time.

College policy and relevant laws apply to use of the College's network and computing services. Actions that are unacceptable in the College community are also unacceptable on the network, computing systems, and other electronic services, including:

- Harassment in any form.
- Failure to respect the rights and property of others.
- Forgery or other misrepresentation of one's identity.
- Downloading and distribution of copyrighted materials without the permission of the copyright owner.

In addition, these policies specific to Wheaton's network and electronic services apply:

- College systems, networks and electronic services may only be used for legal purposes and to access only those systems, software, and data for which the user is authorized.

- College systems, networks and electronic services are provided only for uses consistent with the academic mission of the institution. They may not be used for private commercial or partisan political purposes, for personal gain, nor in any way that jeopardizes the College's tax-exempt status. College facilities may not be used to provide Wheaton network, Internet access, cable TV or telephone service to anyone outside of the Wheaton community for any purpose. The College's conflict of interest and consulting/outside employment policies also apply.
- College facilities may not be used in ways that violate the privacy rights of individuals, the College's confidentiality policy, or related laws.
- Information resources licensed by the College for the use of its students, faculty or staff may not be retransmitted outside of the College community. Examples include Project Muse, Encyclopedia Britannica (On-Line), site-licensed software, and commercial cable television service.
- Network, cable TV, and telephone services and wiring may not be modified or extended beyond the area of their intended use. This applies to all wiring, hardware, and in-room jacks.
- Computer users may not assign an IP number to their machines. IP numbers are assigned dynamically. Manually assigning an IP number to one's machine may disrupt the network access of another user. Users with special needs may request a permanent IP number from the Director of Information Technology & Services ("IT&S").
- Electronic mail is a College resource and is provided as a College-related communications tool. Employees with legitimate business purposes may have the need, and the College reserves the right, to view your electronic mail messages. It is also possible that others may view your messages inadvertently, and there is no guarantee of privacy for an electronic mail message.
- The campus network is a shared resource. Therefore, network uses or applications which inhibit or interfere with the use of the network by others are not permitted. For example, applications which use an unusually high portion of network bandwidth for extended periods of time, thus inhibiting the use of the network by others, are not permitted.

- Users are required to know and obey the specific policies established for the systems and networks they access. They have a responsibility to stay informed of changes and adapt as needed.
- Administrators of the network, computer systems, and other electronic services have the responsibility to protect the rights of users, to set policies consistent with those rights, and to publicize those policies to their users. They have authority to control or refuse access to the network or other services to anyone who violates these policies or threatens the rights of other users.
- Employee violations of this Policy may result in disciplinary action. Prosecution under state and federal laws may also apply.

# Intellectual Property Rights and Copyright Ownership

This policy is implemented as part of our mission as a not-for-profit, educational institution, to

- Motivate the development and dissemination of intellectual property by providing appropriate incentives to creators and the College.
- Facilitate the wide transfer of useful inventions, writings and works of art to the public.
- Define and protect the rights of the creator and the College with respect to ownership and disposition of intellectual property created at the College.
- Protect the College's name and trademarks.

This Policy is applicable to full and part-time faculty, staff, students, postdoctoral fellows and non-employees who use the College's funds, facilities, or other resources, or participate in other College-administered research, regardless of obligations to other companies or institutions.

## Definitions

A **Work for hire** is (i) a work prepared by an employee within the scope of their employment or (ii) a work specially ordered or commissioned that otherwise qualifies as a work for hire under copyright law.

**Computer software** is any computer program or database, together with any users' manuals and other accompanying explanatory materials used in connection with teaching students.

**Creator** is a generic term meant to include the originator of a trade secret protectable idea, the author of a work protected by copyright (or an employee creating a work for hire), or the inventor of patentable subject matter.

**Disclosure of a potentially patentable discovery or invention** occurs, as the term is used in this Policy, when the discovery or invention is described in writing to the Provost by its creator.

**Educational courseware** is computer software or hardware or a database or some combination of these that is used in teaching students.

**Faculty** includes full and part-time faculty members, including visiting faculty members, and postdoctoral fellows.

**Intellectual property** includes works protected by copyright, or ideas and inventions eligible or potentially eligible for patent and/or trade secret protection under U.S. or international law.

**Staff** includes employees, research assistants (who are not students), and non-employees who use the College's resources.

**Students** include full and part-time students.

**Work** refers to material protected by copyright or trade secret law.

## **In General**

Except as limited by this Policy, the creator retains all rights to intellectual property, including works eligible for copyright protection and inventions eligible for patent protection under U.S. or international law.

## **External Sponsorship**

When intellectual property is created as part of work performed under an agreement between the College and an external sponsor, ownership of that intellectual property will be governed by the terms of that agreement.

Representatives of the College should ensure that future external sponsorship agreements are explicit about these ownership issues, for the protection of the creator and the College. In cases where a sponsorship agreement does not specify ownership of any intellectual property created, the College will assume that the external sponsor has no claim to that intellectual property.

The College will inform members of the College community who are engaged in sponsored work of the terms of any intellectual property agreements relevant to that work. Whether or not the College provides this information, faculty and staff performing sponsored work must be mindful of their intellectual property obligations under sponsored agreements, as such obligations may limit future research and other activities.

## **Works Created by Faculty**

The faculty member holds all intellectual property rights in works that do not constitute sponsored research (as described above) or require significant support from the College (as set out below). Under these circumstances, the College does

not consider intellectual property created by faculty members to be a work for hire.

Where the College makes a significant or unusual commitment of financial or other resources to a project, the College will be entitled to ownership of any works or other intellectual property assets created through the project. The Provost will determine whether such commitments exist in a particular case. In such a case, the College and the creator will create a specific agreement governing ownership of the particular intellectual property and the sharing of any costs and income; however, given the faculty member's closeness to the project, it is the responsibility of the faculty member to bring the issues to the attention of the Provost as early as practicable. A failure of the faculty member to timely notify the Provost of the issues may be a factor in the Provost's resolution of the issues.

## **Discoveries and Inventions by Staff and Faculty Members**

Patentable discoveries and inventions by staff and faculty members (and not students) when developed in the course of their research, teaching and service must be disclosed to the College promptly. After such disclosure, and unless subject to a third-party sponsorship agreement, the College will have a reasonable period of time to determine whether the College wishes to fund patent prosecution costs (or obtain an outside sponsor for such efforts) for the discovery or invention. If the College exercises this option, the College and the inventor will make a project plan for prosecuting the patent and a specific agreement describing the allocation of any net income or royalties in a way that reflects the contributions of each to the project.

If the College waives the above rights, the inventor will have the right to pursue the patenting or commercialization of the invention (if permitted, where applicable, under a relevant sponsorship agreement). If this is done without substantial College support, the inventor will be entitled to all income or royalties from the invention.

If the inventor does not pursue a patent or the introduction of the invention into public use, the College may choose to do so, and the inventor will cooperate with the College and assign ownership rights to the College.

If the inventor does not disclose the discovery or invention as set out above, the College will presumptively own intellectual property rights in the invention.

## **Works Created by Staff**

The College will own intellectual property created by staff members within the scope of their employment, during their work hours, or through the use of College resources. In the absence of a relevant agreement, these intellectual property



assets are works for hire.

When a staff project is directed to the development of intellectual property assets, and a staff member makes substantial creative contributions beyond those expected in the performance of their duties, the College may choose to share ownership or otherwise reward the staff member's contributions. The College has sole discretion with respect to providing, or declining to provide, such a grant.

Staff should seek a determination from their Division Head if they are engaged in the creation of intellectual property that they believe is not a work for hire. The Division Head shall determine whether the work constitutes a work for hire. If the staff member does not seek such a prior determination, all created works will be considered works for hire.

## **Student Works and Inventions**

Students shall own the copyright (and other intellectual property rights) in works or patentable subject matter they create, apart from the specific circumstances identified below.

Students on occasion are hired by faculty members or by the College to create or contribute to materials that are protected by copyright or other intellectual property law. All such student materials shall be works for hire, with the copyright (and other intellectual property rights) in these materials held either by the College or, where applicable under this Policy, by the supervising faculty member.

If a student-inventor does not pursue a patent or the introduction of the invention into public use, the college may choose to do so, and the student-inventor will cooperate with the College and assign ownership rights to the College.

When a third-party company participates in a College program that involves student participation, then the College, the company, and the participating student(s) shall enter into an agreement (prior to or in conjunction with the initiation of the program) allocating the ownership of any inventions, designs, or protectable works of any kind that may be created by the student(s) in the course of that program, and the allocation of revenues derived from such works. In any event, students shall be granted the right to use such works for the limited purpose of displaying them as part of their academic portfolio and in their curriculum vitae. No third-party activities involving student participation which may result in protectable works are permitted without the prior approval of the Provost and a written agreement as described above.

## **College Sponsored Projects Outside of Work**

The College may sponsor or commission the creation of intellectual property outside the scope of the faculty member's duties such as targeted projects concerning the development of certain educational courseware or computer software. In this case, the College and the creator must have a specific agreement about the ownership of the particular intellectual property and the sharing of any costs and income. The faculty member should ensure that the proper agreement detailing ownership rights is in place before the commencement of a sponsored project outside of work. If the faculty member does not initiate the process of creating an agreement with the College before commencing work on such a project, the College will own the intellectual property.

## **Distance Learning Projects**

Distance learning projects are often resource-intensive and therefore could qualify as works which require a significant or unusual commitment of financial or other resources. Moreover, the ability to "package" academic materials via distance learning technologies can lead to the concept of a copyright for those materials. Such materials and projects differ from courses within the learning management system of the College where the College supplies training support, the course title and description, the course navigational shell, and keeps the archival record of the course, and faculty supplies all intellectual content. Faculty embarking on such projects (e.g., web portals, digital archives) should consult with the Provost.

## **Public Domain**

Except as limited by the rules for external sponsorship, College sponsorship or work for hire (as described above) the creator may choose to place the intellectual property asset in the public domain. In this case, both the College and the creator waive any ownership rights to the intellectual property. Creators shall not place intellectual property in the public domain if the creation of the intellectual property was sponsored by the College.

Creators who wish to place their intellectual property in the public domain are responsible for ascertaining that their right to do so is not limited by a sponsorship agreement or terms of employment.

When intellectual property is placed in the public domain the creator must provide the College with a copy of the intellectual property, to be made available to the public through the College library or other appropriate method of distribution.

## **College License**

It can be challenging for the College to provide student access to works created by faculty members when these works are not publicly available. In circumstances where (i) the College does not hold ownership of, or other applicable rights in, intellectual property assets as provided under this Policy, and (ii) the work is not reasonably accessible by the scholars and the public through third-party commercial publication or otherwise, faculty members and staff (but not students) agree to grant the College a perpetual, non-exclusive license to make copies of the work and to modify and incorporate the work in its other projects for use and distribution in teaching, scholarship, and research in support of its educational mission. The College will reasonably compensate the creator for such uses, with the understanding that such compensation will be minimal in light of low public demand for the asset.

## **Attribution**

Notwithstanding any of the above, at the College's request, the creator of any intellectual property in which the College holds rights, as set out in this Policy, will give the College appropriate credit on every copy of the work or (where applicable) with respect to patentable subject matter.

## **College Trademarks and Brands**

The College retains all rights to control the use of its name, trademarks, and logos (collectively "Name and Logo"). The College's Name and Logo should appear on teaching materials developed by College faculty, whether or not the College has given special funding for that work. The use of the College Name and Logo is a privilege granted by the College, and subject to review by the Provost, who shall have the authority to refuse permission for the use of the College Name and Logo if, in their judgment, so identifying the work might or could harm the reputation of the College.

The College Name and Logo may not appear on any works developed by faculty outside of the scope of their employment by the College without the prior written permission of the Provost, and such permission, in addition, must be sought in accordance with the College's Conflict of Interest Policy. A faculty member may always use the name of the College in their academic title and biographical information included with a work.

## **Institutional Responsibility**

The Provost will be primarily responsible for interpreting this policy and resolving questions and disputes that arise.

# Employment and Workplace Policies

The following sections cover the highlights of policies and procedures regarding your employment at Wheaton College.

## Definitions

The brief glossary below defines some terms as they are currently used at Wheaton.

### Eligible for Benefits

*Full-time:* Those employees with a full-time equivalency ("FTE") of .75 or greater.

- For those with **35 hour work schedules**, this means a regular work schedule of at least
- **1365 hours** per fiscal year.
- For those with **40 hour work schedules**, this means a regular work schedule of at least
- **1560 hours** per fiscal year.

*Part-time:* Those employees with a regular work schedule of at least 910 hours per fiscal year. Part-time positions with work schedules of less than 910 hours within the fiscal year are not eligible to participate in benefit programs.

### Not Eligible for Benefits

Unless noted elsewhere in this handbook or required by specific law, the following classifications of employees are not eligible for benefits, as set forth below.

*Part-time:* Those employees with work schedules of less than 910 hours within the fiscal year.

*Temporary:* Those employees scheduled to work full or part-time for fewer than seven consecutive months in positions of limited duration. In accordance with applicable law, temporary employees are offered the opportunity to participate in the College's group health insurance after completion of 90 days of employment if they have worked a minimum of 30 hours or more per week.

*Seasonal:* Seasonal employees are those in positions for which the customary annual employment is six months or less. These positions generally begin and end in approximately the same parts of each year, for example summer or winter.

Seasonal employees are not eligible for benefits; however, if the position extends beyond 90 days they would be eligible to use accrued sick leave as required under Massachusetts Sick Leave law, as appropriate, after 90 days. If a seasonal employee returns to a position at the College within 12 months from the date of his or her last employment with the College, the College will not restart the 90-day period. If a seasonal employee returns to a position at the College more than 12 months after the date of his or her last employment with the College, the employee will be viewed as a new employee and the 90 day period will be restarted.

*On-call employees:* Those employees hired for fill-in assignments.

Other Terms

*Fiscal year:* The fiscal year at Wheaton begins on July 1 and ends on June 30 of the subsequent year.

*Academic year employees:* Employees who are scheduled to work less than twelve months per year.

## **Job Opportunities**

Ordinarily, available positions will generally be posted on the Human Resources online application management system which can be accessed from the College website at <https://jobs.wheatoncollege.edu/>. Vacant and new positions are posted for a minimum of five days. On-call, temporary, and summer positions are not required to be posted. The College may also, at its discretion, make appointments, promotions, and/or conduct internal searches.

You may apply for positions for which you may be qualified. Qualified internal candidates will normally be interviewed for posted positions. Temporary and on-call employees are not considered internal candidates.

## **Special Job Requirements**

Certain positions may have special requirements as conditions of initial and ongoing employment (e.g., physical examinations, current driver's license and satisfactory driving history, certifications/licenses, etc.). Special requirements are generally noted in the job posting and job description.

## **Background Checks**

It is important that Wheaton College, in fulfilling its mission, provides a safe environment for its students, faculty, staff, and visitors, preserve College

resources, and uphold the reputation of the College. Accordingly, it is the policy of Wheaton College that:

1. New staff (and certain volunteers) must have certain credentials, criminal, and other background information verified as a condition of employment (or being a volunteer).
2. Current staff members, including temporary staff (and volunteers), may have their criminal and other background information verified periodically as a condition of continued employment (or being a volunteer).
3. Current staff members who transfer to other positions, such as those that involve access to or control over sensitive financial information or interaction with sensitive matters or minors, will have background information verified as a condition of employment.

Background checks are conducted by an outside firm, are in compliance with federal and state regulations, and may include verification of educational and employment credentials, criminal history, credit status, driving record, and other information related to employment decisions by the college.

Candidates who have progressed beyond the interview portions of the hiring process and who are asked to complete and sign “Release and Authorization” and “Notice and Consent” forms, including CORI-specific request/authorization form as appropriate, must do so in order to be eligible for consideration for a position or employment at Wheaton College.

In addition, all current Wheaton employees will periodically be required to complete and sign “Release and Authorization” and “Notice and Consent” forms, including CORI-specific request/authorization form as appropriate.

The College will give notice of its intent to run a background check of an employee and will give the employee a copy of any results of the background check. The employee will be given the opportunity to address/explain any issues identified in the results of the background check.

In the event that the results of the background check lead to a decision to withdraw plans to make an employment offer or to terminate employment, Human Resources will inform the affected department/program and individual as required under applicable law.

## **Rehire Policy**

Employees who leave Wheaton and are later rehired may, in the College's discretion, receive credit for prior service for vacation eligibility and other benefits. New employees who have had prior service should notify Human Resources so that benefits may be determined accordingly.

## **Employment of Relatives and Those in Close Relationships**

College policy permits the employment of more than one member of a family or other persons in similar close relationships with this important restriction: no person shall supervise or participate, either formally or informally, directly or indirectly, in employment decisions (such as hiring, retention, job assignments, promotion, salary, etc.) concerning that person's family member. Family member, as defined for the purpose of this section, extends to those related through marriage or intimate relationships. In addition, this restriction also applies to other persons in similarly close relationships because the nature of these relationships can often give rise to concerns about actual or perceived favoritism (for example, dating or co-habitation relationships). Contact Human Resources for further information.

## **Attendance Expectations**

Employees are expected to be punctual and dependable in their attendance. If an employee is unexpectedly unable to report to work or if they are going to be late, the employee must notify their immediate supervisor promptly. Frequent tardiness, inconsistent attendance and unscheduled absences from work may be cause for disciplinary action, up to and including termination of employment.

## **Orientation**

During the first three days of employment, all new Wheaton employees are required to complete a Federal Form I-9 verifying legal eligibility to work in the United States. In addition, new Wheaton employees are scheduled for orientation with a member of the Human Resources staff. During this session, salaries, benefits, and employee programs and services are explained. The hiring supervisor may also conduct an orientation covering information about hours of work, performance expectations, use of department facilities and equipment, and other items specific to the immediate workplace and job responsibilities.



# Chosen Name, Pronouns, and Gender Identification

## *Introduction*

Wheaton is committed to diversity, equity, and inclusion. As part of this commitment the College has established a [Student Name Pronoun and Gender Identity Policy](https://wheatoncollege.edu/policies/student-name-pronoun-and-gender-identity-policy/) (https://wheatoncollege.edu/policies/student-name-pronoun-and-gender-identity-policy/) which was created in recognition of the unique challenges trans and non-binary students experience navigating our campus. It seeks to empower students to determine how gender-specific information is captured and distributed throughout Wheaton databases.

As such, we have developed similar guidelines for employees that align with the spirit of this broader policy and our institutional commitment as well as our employment and legal obligations.

The following guidelines provide information about how the College captures and uses names, pronouns, and gender identities, as well as, the process for how an employee can provide and/or update this information in the Banner Administrative Information System ("Banner").

## *General Information*

We recognize that an employee may wish to be identified by another name other than their legal name. We also understand that some employees may also wish to provide or disclose their preferred pronouns and/or gender identities.

As such, Wheaton has implemented changes to Banner to allow employees to provide their information and to have their Chosen Name appear anywhere where a legal name is not required. It is important to keep in mind however that as an employee there are some systems that will require a legal name. Wheaton will utilize your legal name (regardless of your designated chosen name) for all systems for which it is required to do so.

## *Definitions*

For purposes of this understanding and applying this policy at Wheaton, we have established the following terms and definitions:

**Legal Name.** A name that is usually the name given at birth and recorded on the birth certificate or that has been declared the person's name by a court.

**Chosen Name.** A first name used instead of a (first) Legal Name which is provided in order to reflect a person's gender identity (e.g., Skylar may be the Chosen Name to reflect the gender identity of a person whose (first) Legal Name is William) or because the person is commonly known by the first name (e.g., Bill may be the Chosen Name or Nickname of a person whose (first) Legal Name is

William).

**Pronouns.** Personal pronouns that express a distinction of person, reflecting a person's Gender Identity.

**Gender Identity.** A person's internal sense and understanding of their own gender, which may or may not align with their sex assigned at birth.

### *Considerations When Making Decision(s) Regarding Changes in Banner*

Entering a Chosen Name into Banner that is different from your Legal Name is a significant decision. Once you make this change, we will make every effort to utilize your Chosen Name wherever applicable and wherever a legal name is not required. That means that this is how Wheaton will know you; how faculty, staff and students will search for you and how Wheaton will address you in official communications, including in mail that is sent to your home address. Please keep in mind that employee information is also available to people outside of Wheaton through the online campus directory.

Your decision to provide a Chosen Name in Banner is a Wheaton only change. That means while you will be known in Wheaton systems by your Chosen Name, updating Wheaton systems does not update systems outside of the College. Changing your Chosen Name in Banner is not the same as going through a legal name change.

Wheaton will release your Legal Name when necessary or required to do so. The law requires Wheaton to release certain records in response to lawfully issued subpoenas and as part of required reports to certain state or federal agencies.

Additionally, your Legal Name will remain in specific records such as your paycheck, your tax documents, your immigration/visa documents, and health insurance and other benefits. As such, you may receive some communications from Wheaton or Wheaton vendors that utilize your Legal Name.

### *How to Update or Change Your Chosen Name, Pronouns, and/or Gender Identity*

Employees may provide or change their Chosen Name, Gender Identity, or Pronouns at any time by logging into InsideWheaton and accessing the Personal Information tab in the WINDOW. Employees with questions about how to do this may contact the Human Resources for more information. Please keep in mind that once you make a change it may take up to two business days for this change to take effect. Please refer to the [specific instructions and information](#) about accessing this tab in WINDOW and the information that can be found and updated there

( chrome-extension://efaidnbnmnnibpcajpcglclefindmkaj/https://portal.wheatonma.edu/documents/10354/234935/How+to+change+in+Banner.pdf/93186afb-b139-444f-80a5-fc6ab6dc5813).

## **Identification Card (ID)**

A photo identification card is issued to all employees by the Campus Safety Department. Your ID provides access to College facilities such as the library, athletic facility, and fitness center.

## **Parking**

Employees are eligible for free parking in accordance with the parking regulations established by the College and described in the information available on the Campus Safety Department's website. All vehicles parked on campus must be registered with the Campus Safety Department.

## **Meal and Coffee Breaks**

Full-time staff are eligible for a one-hour, unpaid meal break which should be arranged in consultation with your supervisor and according to the needs of the department. Part-time employees may be eligible for a reduced meal break.

In all cases, Massachusetts law requires that employers provide an unpaid meal break of at least thirty minutes for any employee who works six consecutive hours during the workday.

Coffee breaks are not required under federal or state law. Depending upon the work of your department, coffee breaks may or may not be provided.

Please check with your supervisor about your department's meal and coffee break practices.

## **No Smoking Policy**

Smoking is prohibited in all administrative and academic College buildings, facilities, residence halls, and College vehicles. All members of the community and visitors are expected to comply with regulations on smoking. Employee questions should be directed to Human Resources.

## **Personal Property**

Personal property, including vehicles, brought to the College premises are at the owner's risk. The College is not responsible for loss or claims associated with personal items. The College's insurance policies are for the protection of property owned by Wheaton College.

## **Personnel File**

A personnel file pertaining to your employment is maintained in Human Resources. Please notify Human Resources whenever you:

- Change your address or telephone number.
- Legally change your name.
- Change your marital status.
- Wish to change your insurance beneficiary.
- Wish to change your tax exemptions.

Personnel files and records are the property of the College. Any employee may submit a written request to Human Resources to review the contents of their personnel file and to obtain copies of documents therein. Employees who do not agree with any of the information in their files may submit a written statement explaining their position, which will be included in the files. Review of an employee's personnel file will occur in the Human Resources Office and must occur in the presence of a Human Resources staff member.

## **Alternative Work Arrangements (Remote, Hybrid and Flexible Work Options)**

### *Introduction*

Wheaton College prides itself on our sense of community and a campus culture that values interpersonal relationships and the richness of on-campus, face-to-face interactions. As such, a physical presence on campus will generally always be an essential component of work at Wheaton and will be required for most positions.

However, we acknowledge that a regular physical presence on campus is not always necessary and that effective and meaningful personal interactions and relationships can also be achieved in a virtual or remote environment. Additionally, we recognize that offering alternative work arrangements including remote, hybrid, and flexible work options has the potential to improve employees' sense of work/life balance and can positively impact employee recruitment and diversity efforts. Alternative work arrangements can also result in increased

morale and productivity, improved job satisfaction and enhanced employee engagement and retention.

Therefore, Wheaton intends to leverage and expand our current telework policy in ways that will support our institutional goals, priorities, and mission while also meeting the needs of our workforce today.

This policy and the guidelines outlined seek to define the goals of alternative work arrangements, the expectations of employees with alternative work arrangements and their managers, the types of flexible work arrangements that may be available, as well as the process by which such an arrangement may be requested and reviewed.

Lastly, it is important to understand that while the College seeks to consider and ensure equity in our employment policies and practices, alternative work arrangements may not be suitable for all positions.

## *Principles*

In developing this policy, we have considered best practices and maintained the following core principles in mind:

### *Improving the Wheaton Work Experience*

We believe that Wheaton is a great place to work. Transitioning our existing and limited telework policy to a more robust alternative work arrangements policy that includes greater flexibility and additional options will enhance the workplace at Wheaton and serve as an important recruitment and retention tool.

### *Community Building is Everyone's Job*

Wheaton is a community and we value personal connections and individual interactions. All employees at Wheaton are expected to be engaged and committed members of the community. Employees on an approved alternative work arrangement will be expected to contribute to the on-campus community experience.

### *Alternative Work Arrangements are Not Suitable for Every Position*

While many positions may be well suited for an alternative work arrangement, there are certain positions that are not. There are roles that are primarily student-serving and require regular in-person interactions in order to be effective. Additionally, there are certain positions that provide essential residential, health, or safety services and can only be performed on campus during regular business hours.

### *Ongoing Communication is Essential*

In order to be successful, alternative work arrangements require a mutual commitment, on the part of the employee and the manager, to regular and ongoing communication and dialogue.

### *Equitable & Consistent Process*

It is essential that the process for evaluating and making decisions about alternative work arrangements and how and where work is performed be equitable. Employees and managers must work together to objectively consider, assess, and evaluate the impact of alternative work arrangements on individuals and teams.

## *Types of Alternative Work Arrangements*

In general, departments will be able to provide staff with the opportunity for **up to three days per week** of remote work with some very limited exceptions. Managers, in consultation with their respective Vice President, have the discretion to determine to what extent they will accommodate remote work and how many days of remote work will be permitted in their respective areas within these guidelines. The types of alternative work arrangements outlined in this policy may be implemented on a regular, intermittent, or seasonal basis.

### *Hybrid/Partially Remote*

This is a work arrangement that includes work performed on campus and off campus. Under this arrangement an employee will work a regular and consistent schedule of assigned remote and on-campus days based on the priorities and needs of the department. In general, an effective hybrid/partially remote work arrangement should include no more than three days of remote work per week.

### *Flexible Work Schedule*

This is a work arrangement that generally includes a non-standard work schedule. This may include flexible hours or compressed work weeks and may apply to those employees working a hybrid/remote work schedule as well as those working fully on campus.

## *Determining if an Alternative Work Arrangement is Appropriate*

Vice Presidents will use these guidelines to work with their managers and supervisors to establish guidelines and expectations for alternative work arrangements that support the functions and work of their respective divisions and the College. Managers, in consultation with their respective Vice President, will have discretion in determining whether or not an alternative work arrangement is appropriate for a position or an employee.

When evaluating a request for an alternative work arrangement, a manager should consider the following factors:

- Do the essential duties of the position require ongoing access to spaces, buildings, equipment, tools, materials, or files that can only be accessed on the Wheaton campus?
- Do the essential duties of the position require regular and extensive face-to-face contact with students, staff or faculty, visitors, or the public?
- Do the essential duties of the position require extensive time in on-campus meetings or performing work on the campus?
- Do security issues require the essential duties to be conducted on the campus?
- Can the essential functions of the position be performed independently and without direct supervision?
- If the employee is a current Wheaton employee, does the employee have a history of good performance?
- Does the employee demonstrate good judgment and have the ability to work with limited supervision?
- Has the staff member demonstrated that they are well organized and able to prioritize tasks with little direct supervision?
- Does the employee practice good time management and are they able to work within timelines and consistently meet deadlines?
- Will the alternative work arrangement allow the department to maintain appropriate staffing levels and office coverage during core business hours?

### *Process for Requesting an Alternative Work Arrangement*

All requests for flexible or alternative work arrangements must be documented in writing and submitted to the immediate supervisor or manager for review and consideration. Final approval for alternative workplace arrangements will be determined by the supervisor or manager in consultation with the appropriate division Vice President.

It is important to understand that if an employee resides in a state other than Massachusetts, there may be some limitations in their ability to participate in an alternative work arrangement at Wheaton due to legal, tax and other payroll

compliance issues. Therefore, all work conducted as part of an alternative work arrangement must be conducted within the state of Massachusetts or a state where Wheaton is registered as an employer. Presently, Wheaton is not an approved or registered employer in any states other than Massachusetts and Rhode Island. As part of their request for an alternative work arrangement and for tax purposes, an employee working outside of Massachusetts or in another state where Wheaton is registered as an employer will be required to specify the days per week that they are working in their respective state and confirm that they are not engaging in work in any other state.

If a request for an alternative work arrangement includes a request to conduct work in a state other than Massachusetts or a state where Wheaton is registered as an employer, the manager must consult with Human Resources. The College will consider these requests but reserves the right to determine whether or not to expand the states in which we are registered as an employer.

If a request for an alternative work arrangement is newly approved, the terms and specifics of the arrangement will be outlined in an **Alternative Work Arrangement Agreement**. The approval of a newly established alternative work arrangement will be for a designated initial trial period. The trial period will be specified in the written approval of the alternative work arrangement and the written Agreement. The trial period will normally be at least 30 but not longer than 90 days and will be re-evaluated at the conclusion of the trial period.

At the end of the initial trial period, the supervisor or manager will re-evaluate the arrangement considering the factors in these guidelines, the performance and productivity of the employee during the trial period, and the impact that the arrangement had on the department and other employees. Based on the results of that re-evaluation, the flexible work arrangement may be extended for a designated period of time (no more than one year at a time), modified, or terminated.

If a request for an alternative work arrangement is denied, the supervisor or manager will provide to the employee a written and specific explanation outlining the reasons why the request was denied. A decision to deny a request for an alternative work arrangement will be made by the supervisors or manager, in consultation with their respective Vice President. A copy of this explanation should also be forwarded to Human Resources.

### *Process for Renewing a Previously Approved Alternative Work Arrangement*

An approved alternative work arrangement should be reviewed each year at the conclusion of the approval period. If there is a mutual interest in renewing the arrangement, the employee and the manager should have a discussion to evaluate the success of the arrangement and any changes or modifications that may be necessary to the terms. The employee and the manager will then



complete an Alternative Work Arrangement Agreement and forward the signed agreement to Human Resources. As a reminder, an alternative work arrangement must be reviewed and approved on an annual basis.

### *Expectations and Responsibilities of Employees*

Employees who receive approval for an alternative work arrangement are expected to adhere to and comply with all applicable Wheaton College rules and policies and general expectations related to their employment and job performance. Additionally, like all employees, they must work and be available during their scheduled work hours, respond to all work-related calls, emails and communications on a timely basis and complete assigned work on a timely basis. Employees must also make themselves available, as necessary, for any required on-campus meetings, trainings, or other events. In these situations, where possible, the supervisor will provide reasonable advance notice to the employee of their need to be on campus.

The employee must have all of the tools available to them at their alternative work location to successfully perform all work duties (e.g., hardware and software, high speed internet access, phone, VPN or other access to electronic files, teleconferencing capabilities, etc.). The employee must also have an appropriate dedicated work space in the alternative work location and must ensure that the alternative work location allows for adequate privacy and confidentiality protections of work and college information.

Alternative work arrangements are not intended to permit staff to have time to attend to personal business or other non-work-related activities, such as performing outside employment or providing regular dependent or elder care. Therefore, when on an alternative work arrangement plan an employee should not be engaging in personal business, outside employment, or acting as the primary care provider for dependents on days that they are working remotely.

### *Equipment, Technology & Office Space*

In general, the College will only provide one set of office equipment and technology to an employee in order to support the performance of their work, whether they are working on campus or remotely. If additional equipment is necessary, each department will make the determination about which, if any, costs will be supported, in whole or in part, by the department. Any additional equipment purchased using College resources must be reviewed and approved by central I.T. prior to purchase. Any costs that are not supported by the department will be at the employee's expense. The College will not provide printers, copiers, scanners, shredders, white boards or other office equipment for a remote work location. Access to this equipment will be located on the Wheaton campus. Employees must provide their own Wi-Fi and telephone access. The College will not pay or provide reimbursement for internet or cell phone service.

Employees must also agree to abide by the college's [Acceptable Use of Campus Network and Computing Systems policy](https://wheatoncollege.edu/about-wheaton-college/offices-services/technology/networks-wheaton/acceptable-use-of-campus-network-and-computing-systems/) ( <https://wheatoncollege.edu/about-wheaton-college/offices-services/technology/networks-wheaton/acceptable-use-of-campus-network-and-computing-systems/>). Employees on an approved alternative work arrangement must agree that Wheaton-provided equipment and supplies are for business purposes only and to notify their manager immediately of equipment malfunction in order to schedule repair or replacement. Any damage or theft of College equipment must immediately be reported to the manager. Wheaton-owned equipment used in the normal course of employment will be maintained and repaired by the department. When employees are authorized to use their own equipment, the department will not assume responsibility for costs of repairs, maintenance, or service.

### *Evaluation & Assessment*

In order to ensure a successful alternative work arrangement, there should be regular and ongoing communication and feedback between the employee and the supervisor. As such, alternative work arrangements should be re-evaluated and renewed on a regular basis (at least annually).

Once approved, the employee may not modify the alternative work arrangement without the written consent from their supervisor. Supervisors may reevaluate, reassess, or modify alternative work arrangements to meet operational needs. Any modification should be specified in writing.

A supervisor, after consulting with their respective Vice President and Human Resources, may elect to terminate an alternative work arrangement at any time if the supervisor determines that the arrangement is no longer consistent with the department's needs or if the employee is not meeting performance expectations.

If an alternative work arrangement is terminated, the supervisors shall make every effort to provide the employee with at least 30 calendar days prior written notice. However, if the alternative work arrangement is terminated for poor performance, the arrangement may be terminated immediately.

It is important to also note that an alternative work arrangement is not intended to address health or disability related needs. If an employee is requesting an alternative work arrangement due to health or disability related reasons, the manager should consult Human Resources to determine if the employee's request should be considered under the College's leave policies, as a reasonable accommodation under the ADA, or under some other policy.

### *Liability and Insurance*

Wheaton assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability or damages to an employee's real estate or personal property resulting from their

alternative work arrangement.

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations and applies only during the employee's agreed-upon work hours. Employees agree to practice the same safety habits they would use if on-site at Wheaton and to maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

## **Performance Evaluation**

Ongoing communication is an integral part of the employee-supervisor relationship. To assist this communication, the College has a formal, written performance evaluation program, and an effort is made to complete a performance evaluation for each employee every year.

For employees new to a position, it is recommended that a formal review occur no later than six months after hire.

The employee's participation in the evaluation process is a condition of his or her continued employment.

## **Work Performance and Conduct**

All employees have an obligation to observe and follow the College's policies and are expected to perform the duties and responsibilities of their jobs at an acceptable level and maintain satisfactory and proper standards of conduct. If an employee is not meeting these obligations or expectations, a decision will be made about whether the person's employment at the College should continue. The Associate Vice President for Human Resources is available to assist and counsel both the employee and the supervisor as necessary. A supervisor may not terminate a person's employment without the approval of the Associate Vice President for Human Resources. In instances of serious misconduct, a supervisor may suspend an employee without prior approval while awaiting final approval for termination.

Except in instances of serious misconduct as determined by the College (in its sole discretion), the College will provide biweekly paid employees whose employment is terminated up to two weeks of advance working notice or up to two weeks of separation pay (based upon the employee's regular base salary) instead of a working notice. Similarly, except in instances of serious misconduct as determined by the College (in its sole discretion), the College will provide monthly employees whose employment is terminated up to one month of advance working notice or up to one month of separation pay (based upon the employee's regular base salary) instead of a working notice. Separation pay will not be granted if

employment is terminated prior to completion of the first three months of employment.

## **Social Media**

Wheaton recognizes the benefits that social media platforms offer in many areas, including communicating and accessing information. The College's expectations regarding staff member's professional conduct that apply in-person on campus also apply on-line and in social media platforms. In addition, staff members are expected to read and comply with the [College's Social Media Policy](https://wheatoncollege.edu/policies/student-name-pronoun-and-gender-identity-policy/) (<https://wheatoncollege.edu/policies/student-name-pronoun-and-gender-identity-policy/>).

## **Children and Minors on Campus**

Children and minors are not permitted on campus unless they are visiting under their parent or guardian's immediate supervision or participating as part of a supervised group or program. It is not appropriate, for safety and security reasons, for children and minors to be unsupervised on campus at other times.

In rare and limited instances, and only with the supervisor's advance approval, employees may be permitted to bring a child into the workplace on a limited and temporary, or emergency basis. If this occurs, it is the employee's responsibility to provide appropriate care and supervision of the child or minor at all times and to ensure that consideration is given to others in the work environment.

If an employee has concerns about children in the workplace, they should contact their supervisor *and* Human Resources.

## **Pets on Campus**

The following policy has been established to ensure the safety and care of all College community members and visitors, as well as College buildings and facilities. Students, faculty, and staff members have the right to study, work and be part of an environment that:

- is free of animal threat, distraction and disruption
- reduces the potential of animal-related health risks (e.g., allergies, fears).

For these reasons pets and other animals may not be brought into College buildings and facilities. There are three exceptions to this policy:

1. Staff members who live in on-campus rental housing. Staff members who live in on campus rental housing may have pets in their residences, and must comply with their lease agreements. This exception may also apply to staff members who live in residence halls as a condition of employment. Please refer to the specifics of this provision in the policy maintained by the Office of Student Life.
2. Staff members with a specific disability requiring the assistance of a service animal. The care and supervision of a service animal is the responsibility of the owner. The College reserves the right to exclude a service animal whose behavior poses a direct threat to the health or safety of others.
3. Staff members who plan to bring an animal to campus for classroom demonstration purposes or for a College-sponsored program. The sponsoring faculty or staff member will obtain approval from the Institutional Animal Care and Use Committee (IACUC) and will notify Campus Safety before bringing an animal to campus.

Pet owners who choose to walk their animals on campus are responsible for caring for, cleaning up after and controlling their pets at all times. Pets may not be left unattended, and are expressly prohibited from athletic fields.

Staff members are expected to comply with this policy. If a violation should occur, please report it to Campus Safety. Failure to comply with the policy will result in a progressive series of actions, which include: (1) a verbal warning; (2) a written warning; and (3) a \$250 fine per incident. Additional sanctions may be imposed. All violations will be reported to the staff member's supervisor and Human Resources.

## **Dress Code**

Although the College does not have a College-wide dress code, your department may establish a dress code appropriate to your work area. Your supervisor will let you know the guidelines for proper dress in your department or office.

## **Inclement Weather Policy and Guidelines**

### *College Operations during Inclement Weather*

The Wheaton experience for students centers on the academic mission of our College but also includes the many other services and programs provided as part of residential community life. Because Wheaton is primarily a residential college, it is important to ensure that we maintain these services when students are in residence on campus. In general, it is the College's policy that we will seek to

maintain College operations and not close the campus during times of inclement weather unless the College determines that the weather conditions are too hazardous or in the event of a state of emergency. In the rare instances when the College may decide to close, delay opening, or close early, essential and emergency personnel (those responsible for maintaining the essential operations of the campus) as well as staff in some residential and other support areas will be required to report for work or to remain at work. During times of inclement weather, supervisors are responsible for making determinations about staffing and department/program operations. As such, staff members should consult with their supervisor, and faculty should consult with their department chair/program coordinator if there are questions related to their department/program operations, teaching (which may be rescheduled or conducted virtually), and/or this policy.

### *Staff Working in Essential Service Areas*

Those departments/programs required to remain open and the level of staffing needed will depend upon the type and severity of the situation, and whether students or others are present on campus. Generally, Campus Safety, Physical Plant, Residential Life, SAIL, and Dining Services provide essential services and will be required to work. In addition, when the College is in session, efforts will be made to keep the Madeleine Clark Wallace Library open. Other services may be essential dependent upon the nature, scope and timing of the situation.

Supervisors in these essential services areas will establish appropriate procedures and protocols and will instruct essential employees in advance regarding their obligations during inclement weather or other emergencies.

### *Staff Working in Non-Essential Service Areas*

In general, staff in non-essential service areas are expected to work remotely in order to maintain and deliver services during times of inclement weather. As such, staff should proactively consult with their supervisor about moving to remote work for the day during a weather-related event.

If the College is open and a staff member chooses not to come to campus or is not able to work remotely during a weather-related event, accrued personal or vacation time should be used.

### *Faculty*

Unless the College is closed, the faculty member who is not able to come to campus during inclement weather should consult with their chair/coordinator and determine whether to reschedule their class, or move to remote teaching, so as to maintain the required number of contact hours per semester. Faculty are expected to notify students about any adjustments or modifications to class content or class scheduling due to inclement weather through email and the learning management system. Additionally, faculty should notify students, in

advance and in their syllabi, that this is the procedure that will be used to contact them if a weather emergency occurs.

### *Campus Notifications About Weather-Related or Emergency Situations*

Members of the faculty and staff are responsible for learning whether the College is open, closed, or has a delayed opening. This information can be obtained in the following ways:

1. Check your College e-mail for a campus community message.
2. Visit the College website for an announcement.
3. If you have registered to receive emergency notifications, check your cell phone and/or personal email address for notifications and alerts. Instructions for how to register for these notifications can be found on the Human Resources tab on InsideWheaton.)
4. Check local Boston and Providence television stations for updated information.

If there is no announcement or message on the College website, the College is open as usual.

If you have general questions about the Inclement Weather policy, please contact Human Resources. Questions about teaching responsibility during inclement weather and other emergencies should be addressed to the Office of the Provost.

## **Problem Resolution**

Wheaton strives to provide a good workplace. When people work together, however, disagreement, conflicts, or dissatisfaction may sometimes arise. If there is something about your job that is bothering you, we encourage you to talk to us about it. To assist you in doing so, the following problem-solving process has been established.

You are strongly encouraged to bring any work-related problem to the attention of your department chair/program coordinator or the person most directly involved with the problem you are confronting as soon as possible. Those persons can discuss your concerns with you in an effort to resolve the matter. If you are uncomfortable addressing them directly, or if discussions do not resolve the issue, you should feel free to talk with a member of the Office of the Provost and/or Human Resources. The staff of the Office of the Provost is available to assist you in defining your concern and examining alternative approaches for resolving your problem. Typically, many problems can be resolved through this direct method of communication and problem-solving process.

## Employment at Will

The nature of your position's responsibilities may change during the course of your employment. Flexibility is important in order to be responsive to changes within the College, the external work environment, and economic conditions within both the College and higher education in general. In addition to changes within individual positions, departments and functions may also change. Occasionally, this may result in the elimination of a position or positions. Every effort will be made to provide either appropriate notice or transitional assistance to our staff members whose positions are eliminated.

Please note that your employment at Wheaton is "at will." This means that you or the College may terminate your employment at any time for any or no reason, in your or the College's sole discretion, and similarly, you may terminate your employment at any time for any or no reason.

## Position Categories

Human Resources determines whether a position is classified as *exempt* or *nonexempt* by applying the provisions of the Fair Labor Standards Act ("FLSA").

A classification of *non-exempt* indicates that a position is covered by the FLSA. Employees in non-exempt positions are entitled to overtime pay for any hours worked in excess of 40 hours in one work week. In general, non-exempt positions at Wheaton are hourly positions and are paid on a bi-weekly basis.

A classification of *exempt* indicates that a position is not covered by, or is exempt from, the overtime provisions of the FLSA and therefore not eligible to receive pay for hours worked in excess of 40 hours. In general, exempt positions at Wheaton are salaried positions and are paid on a monthly basis.

## Hours of Work and Pay

Your pay is transmitted directly into the bank accounts of your choice via direct deposit. You may have your pay distributed to accounts at a variety of banks and credit unions. A direct deposit statement is available online, and includes pay and benefits information. See the Payroll Department for additional information.

### *Hourly/Biweekly Paid Employees*

The workweek begins on Sunday and ends on Saturday. The standard workweek is:



- *For administrative/non-exempt employees:* 35 hours, Monday through Friday, normally from 8:30 a.m. to 4:30 p.m., with an hour for lunch.
- *For physical plant and public safety employees:* 40 hours. These times vary so check with your supervisor for your workweek.

Hourly/Bi-weekly paid employees are paid every other Thursday for work performed during the preceding two weeks, with the following exception:

- If a Thursday payday occurs on a national holiday or bank holiday they will be paid on the preceding work day.

### ***Salaried/Monthly Paid Employees***

Full-time salaried/monthly paid employees are expected to work a minimum of 35 hours per week and in general are expected to work the hours necessary to fulfill the duties of their position. Thus, they are required to work additional hours, as needed.

Salaried/Monthly paid employees are paid for the full month on the twelfth of the month, with the following exceptions:

- If the twelfth falls on a weekend, they will be paid on the preceding Friday.
- If the twelfth falls on a national holiday or bank holiday, they will be paid on the preceding workday.

The work schedule is determined by the supervisor and may be subject to change.

## **Salary Increases**

Salary increases are determined at the discretion of the College

## **Compensatory Time**

### ***Hourly/Biweekly Paid Employees***

Applicable law prohibits carrying over compensatory time beyond the workweek in which it is earned. Therefore, compensatory time must be used within the workweek in which it is earned.

## *Salaried/Monthly Paid Employees*

There is no compensatory pay policy for salaried/monthly paid employees because FLSA exempt employees are expected to work the hours needed to fulfill their responsibilities.

## **Pay Policies for Hourly/Biweekly Paid Staff**

### *Overtime Pay*

If you are an hourly/biweekly paid employee, when you work more than 40 regularly scheduled hours in a work week you receive an overtime payment equivalent to one and one-half times your regular hourly rate for each overtime hour worked. If you work second or third shift and work more than 40 regularly scheduled hours in a work week, you will also be paid a special shift differential rate on the overtime hours. Overtime will be paid in those weeks when vacation, jury duty, national holiday, College holiday and hours worked exceed 40 hours. Any other types of earnings paid when you are not working (e.g., sick, personal and bereavement leave) do not count toward the overtime threshold.

Employees may be required to work overtime as a condition of employment or continued employment. All overtime must be approved in advance by your supervisor.

### *Shift Differential*

Hourly/Biweekly paid employees who work second or third shift receive a shift differential premium of \$.65 per hour. The shift differential rate for overtime hours is \$.98 per hour.

Second and third shift (defined as those work schedules which **begin** between the hours of 3:00 p.m. and 5:00 a.m.) will receive the shift premium for all hours worked during that shift.

In addition, for those employees who are **regularly assigned** to the second or third shift, all paid time off (vacation, sick, personal, holidays, etc.) is calculated on the base hourly rate including the shift premium.

### *Call-In Pay for Emergency*

If you are an hourly/biweekly paid employee and you are required to report to work for an emergency situation, you will be guaranteed a minimum of three hours of pay.

### *Pay for Work on College Holidays*

Employees may be required to work on College holidays as a condition of employment or continued employment. If you are an hourly/biweekly paid employee and you are requested to work on a College holiday, you will receive twice your regular hourly rate for the hours you work, which includes hours paid for the College holiday and one times pay for hours worked. (See the section in this Handbook on College holidays.)

### *Pay for Work on National Holidays*

Employees may be required to work on national holidays as a condition of employment or continued employment. If you are an hourly/biweekly paid employee and you are requested to work on a national holiday, you will receive 2.5 times your regular hourly rate for hours worked on a national holiday, which includes hours paid for the national holiday and 1.5 times pay for hours worked. Please note that the College may celebrate a day other than the actual holiday date (for example, the College may celebrate a national holiday that falls on a Saturday on the preceding Friday, or a holiday that falls on a Sunday on the following Monday. In these instances, if an employee works both the day the College observes the holiday and the actual holiday itself, the employee will be paid the holiday rate for one day, not both.

### *Pay for Work During Weather Emergencies*

If the College officially releases staff early during weather emergencies, hourly/biweekly paid employees required to continue working will receive double time for hours worked during the remainder of that shift

# Benefits

The following information provides a general overview of Wheaton's benefits, which are subject to change. It is neither an agreement nor an offer to enter into an agreement on the part of Wheaton. Detailed information about the College's benefit and insurance plans is contained in the applicable plan documents and summary plan descriptions, which are available through Human Resources. If there is any discrepancy or conflict between the applicable plan documents and the information described below, the plan documents govern and control.

## Benefit Eligibility

Defined below are certain categories of employees and their eligibility or ineligibility for benefits:

### Eligible for Benefits

*Full-time:* Employees with a full-time equivalency ("FTE") of .75 or greater.

- For employees with **35 hour work schedules**, this means a regular work schedule of at least **1365 hours** per fiscal year.
- For employees with **40 hour work schedules**, this means a regular work schedule of at least **1560 hours** per fiscal year.

*Part-time:* Employees with a regular work schedule of at least 910 hours per fiscal year.

*Temporary Positions:* Employees hired into temporary or limited duration positions of seven or more consecutive months are eligible to participate in the benefit programs. In accordance with applicable law, temporary employees are offered the opportunity to participate in the College's group health insurance after completion of 90 days of employment if they have worked a minimum of 30 hours or more per week.

### Not Eligible for Benefits

Unless noted elsewhere in this handbook or required by law, the following classifications of employees are not eligible for benefits, as set forth below:

*Part-time:* Employees who work less than 910 hours within the fiscal year.

*Temporary Positions:* Employees scheduled to work full or part-time for fewer than seven (7) consecutive months in positions of limited duration.

*Seasonal:* Seasonal employees are those in positions for which the customary

annual employment is six (6) months or less. These positions generally begin and end in approximately the same parts of each year, for example summer or winter. Seasonal employees are not eligible for benefits; however, if the position extends beyond ninety (90) days they would be eligible to use accrued sick leave as required under Massachusetts Sick Leave law, after ninety (90) days of employment. If a seasonal employee returns to a position at the College within twelve (12) months from the date of the employee's last employment with the College, the College will not restart the ninety (90) day period. If a seasonal employee returns to a position at the College more than twelve (12) months after the date of employee's last employment with the College, the employee will be viewed as a new employee and the ninety (90) day period will be restarted.

*On-call employees:* Those employees hired for fill-in assignments.

If you have questions regarding your eligibility for benefits, please contact the Office of Human Resources, which shall, in all cases, be the final arbiter of questions regarding benefits eligibility. If an employee works the requisite number of hours, the employee may be eligible for the retirement plan, even if the employee is not eligible for other benefits. The plan document and applicable law govern the determination of this eligibility.

## **Spouse and Domestic Partner Benefits**

Spouses and domestic partners of employees, and their qualified dependents, are eligible to participate in the following benefits: Medical, Dental, and Tuition Programs. Domestic partners are defined as a couple of the same or opposite sex who reside in the same household and are jointly responsible for each other's common welfare and financial obligations. Additional information about domestic partner benefits can be obtained through Human Resources.

## **Medical Insurance**

The College offers a comprehensive medical insurance plan. All benefit-eligible employees may enroll in the plan of their choice. For new employees, coverage becomes effective the first day of the month concurrent with or following employment.

The College makes a contribution to the cost of this benefit. If you participate in this plan, your contributions will generally be deducted from your paycheck on a pre-tax basis.

## **Dental Insurance**

The College offers a dental insurance plan, which covers the full cost of diagnostic and preventive services and a percentage of restorative and orthodontic services.

All benefit-eligible employees may enroll. Coverage becomes effective the first day of the month following three (3) months of employment.

The College makes a contribution to the cost of this benefit. If you participate in this plan, your contributions will be made on a pre-tax basis.

## **Vision Insurance**

The College offers a vision insurance plan which provides discounts for eye exams and eyewear.

All benefit-eligible employees may enroll in this plan. Coverage becomes effective the first day of the month concurrent with or following the employee's date of hire. Premiums for this benefit are 100% employee paid. If you participate in this plan, your contributions will be made on a pre-tax basis.

## **Short-Term Disability “STD”**

Benefit-eligible employees who have worked for the College for at least one (1) year of continuous service are eligible to apply for Short-Term Disability ("STD"). STD provides partial pay continuation if an employee is unable to work due to personal non-work related illness or injury.

Once eligible, the employee must exhaust a thirty (30) calendar day waiting period, during which the employee must use any available sick leave, personal days, and vacation time, except for one (1) week of vacation time, which the employee may reserve for use upon the employee's return to work. After all paid time off has been used (except for one (1) week of vacation), the employee will receive 60% partial pay continuation during the period of STD. STD ends two (2) months after the initial thirty (30) calendar day waiting period ends.

An employee will not accrue vacation or sick leave while receiving STD, unless the employee uses their accrued vacation and/or sick leave during the employee's leave of absence. STD will be paid only for periods in which you would otherwise have worked. STD will run concurrently with all applicable paid and unpaid leave, including FMLA, MA PFML, and Parental Leave. An employee may not receive pay under STD and the College's Enhanced Parental Leave at the same time.

## **Long -Term Disability “LTD” Insurance**

Benefit-eligible employees are eligible to enroll in Long-Term Disability Insurance ("LTD") following three (3) months of employment. LTD provides an employee with a monthly income in the event the employee has a disability that extends beyond three (3) months. If an employee elects this coverage, the employee will receive 60% of the employee's monthly salary, up to a maximum of \$12,000 per month during periods of qualifying disability. How long the benefit continues is determined by the age at which the disability occurs and is subject to review based on on-going medical certification.

Employees seeking LTD must apply directly to the Standard Insurance Company, the third-party provider that administers the LTD benefit. The Standard, and not Wheaton, determines if an employee is eligible for LTD and administers that benefit. For more information about LTD and how to apply, employees should contact the Standard directly, at <https://standard.com/> or 1-800-426-4332.

The College makes a contribution to the cost of this benefit. If you participate in this plan, your contributions will be made on post-tax basis.

## **Group Life and Accidental Death and Dismemberment (“AD&D”) Insurance**

### *Basic Coverage*

You will be provided with group life insurance equal to one (1) times your annual salary, rounded to the next thousand (if not an even thousand). The amount of your benefit decreases by 50% when you reach age 70.

All benefit-eligible employees may participate in this benefit. For new employees, coverage becomes effective the first day of the month following three (3) months of employment.

If you are full-time, Wheaton pays 100% of the premium cost for your basic coverage. If you are part-time and choose to enroll, Wheaton pays 50% and you pay 50%.

### *Optional Coverage*

You have the opportunity to purchase additional coverage of one, two, or three times your annual earnings. Employees age 60 and over may purchase insurance equal to one-half, one, two, or three-times annual earnings.

All benefit-eligible employees may participate in this benefit. For new employees, coverage becomes effective the first day of the month following three (3) months of employment.

Rates are based on your age, and you pay the entire cost of this additional coverage. It is important to note that life insurance may be subject to federal taxes.

There is a guaranteed issue amount of life insurance for which no proof of insurability is required. The guaranteed issue amount is the equivalent of basic and one times salary optional coverage. If you do not elect basic or optional coverage when you are first eligible and later decide to enroll, our insurance company requires you to submit proof of insurability. Acceptance is not automatic.

## **TIAA Retirement Plan**

### *College Contribution*

For eligible employees, the College begins contributing to your TIAA 403(b) retirement plan after: (1) you have completed one year of benefit-eligible service; and (2) having worked a minimum of 770 hours within a plan year (January 1 – December 31). (Note that eligibility for TIAA is not restricted to employees who are full-time.) New employees who have completed at least one year of benefit-eligible service at another institution of higher education within twelve (12) months prior to their date of employment at Wheaton are eligible to receive the College contribution immediately.

The Wheaton College employer contribution is a discretionary contribution, and therefore it is subject to change. As of the date of this handbook's publication, the College's contribution is 5% of base pay.

### *Employee Contribution*

Although not required, all employees are encouraged to contribute to the TIAA retirement plan. You may participate immediately upon hire in this voluntary plan. The plan permits savings for retirement on a federal and state tax-deferred basis.

In order to assist employees in reaching their retirement savings goals, eligible new employees will be automatically enrolled in the Wheaton College Retirement Plan at a rate of 3%. Eligible employees will receive information directly from TIAA generally within their first month of employment notifying them of this auto enrollment feature. You then have three options: (1) you can choose to do nothing and be automatically enrolled at the rate of 3%; (2) you can elect a different contribution amount; or (3) you can choose to opt out of the auto enroll feature. For more information on the College's retirement plan, including how to make changes to your contribution, and how to manage your investment options and beneficiaries, visit the [TIAA website](http://TIAA.org/wheatonma) (TIAA.org/wheatonma).



## **Tuition Programs**

### *Tuition Remission – For Employees*

Provides tuition benefits to full-and part-time benefit eligible staff for attending Wheaton. Full-time benefit-eligible employees receive 100% of the cost of tuition of attending Wheaton. Part-time benefit-eligible employees receive 50% of the cost of tuition of attending Wheaton. Employees are eligible for this benefit after the end of the second semester following date of hire.

### *Tuition Remission – Spouse, Domestic Partner and/or Dependent Children*

Provides tuition benefits for eligible spouse, domestic partner and/or dependent children of full-and part-time benefit-eligible staff to attend Wheaton. Full-time benefit-eligible employees receive 80% of the cost of tuition for their eligible spouse, domestic partner and/or dependent children to attend Wheaton. Part-time benefit-eligible employees receive 40% of the cost of tuition for their eligible spouse, domestic partner and/or dependent children to attend Wheaton. An employee's spouse, domestic partner and/or dependent children are eligible for tuition remission after the employee has served the equivalent of four (4) continuous full-time benefit-eligible years.

### *Tuition Exchange*

The College participates in reciprocal tuition exchange scholarship programs. Participation in the tuition exchange scholarship programs is available to the eligible dependent children of full-time, benefit-eligible employees who have worked at Wheaton for at least four (4) years. Full-time service at another institution of higher education will be credited towards the service eligibility requirement.

### *Tuition Reimbursement for Job-Related Courses*

Tuition benefits are available for full-time benefit-eligible employees who wish to take job-related courses at accredited institutions other than Wheaton. The program reimburses eligible employees for 75% of the cost of tuition up to a maximum amount of \$2,000 per fiscal year. The costs of books, supplies, registration, and other fees are not reimbursable. Please note that seminars, workshops, and conferences are not covered by this program. Employees must receive a grade of C- or better or receive a certificate of completion to qualify for reimbursement. Employees are eligible to begin a course through this program after the end of the second semester following the hire date or change to an eligible status.

Please contact the Office of Human Resources for information on what courses are eligible for reimbursement and how to apply.

## **Dependent Care Reimbursement Plan, Medical Spending Accounts and Health Savings Accounts**

These plans allow you to pay eligible expenses for the care of eligible dependent children and elders and medical expenses on a pre-tax basis.

The Health Savings Account (HSA) is available only to those who select a qualified health plan and meet other eligibility requirements. Wheaton's Health Savings Account (HSA) PPO is a qualified plan. With an HSA you can withdraw money tax-free at the federal level to use for qualified expenses, or grow the account to use for qualified expenses at a later time, subject to applicable laws and regulations. Please note— if you enroll in the HSA, you may not also enroll in a regular flexible spending account.

All benefit-eligible employees may participate in this benefit. For new employees, coverage becomes effective on the first day of the month concurrent with or following employment. An annual enrollment is announced each year.

## **Employee Assistance Program**

The Employee Assistance Program (EAP) is available to every employee and family members living in their household. The program provides a variety of services, including confidential help for those experiencing problems related to life changes and personal stress. It also offers a resource and referral service for child and elder care needs, as well as referrals for legal and financial assistance.

Please contact Human Resources for further information.

## **Legally Required Deductions**

Social Security, Massachusetts state tax, and federal withholding tax are legally required deductions which are automatically deducted from each employee's paycheck. For Social Security, both the College and you (as the employee) contribute a percentage of your gross wages as required by law. Your contribution is made through payroll deductions. You will receive a statement (W-2 form) of earnings and taxes withheld no later than January 31 for the previous year. Statements for employees who are no longer working at the College will be mailed to the last known address. If your employment with Wheaton ends, it is important to keep Human Resources informed of your current address.

## **Workers' Compensation**

Wheaton provides Workers' Compensation for job-related injuries or accidents. If you are injured on the job, report your injury immediately to Human Resources, no matter how minor the injury. Human Resources will file the appropriate forms with the insurance company and the Department of Industrial Accidents. Failure to promptly report your injury may result in a denial or delay in your Workers' Compensation benefits. If you will be out of work for more than ten consecutive work days, you must also complete leave of absence forms. (See section in Handbook on leaves.)

If the injury or illness is serious, call 911 immediately. If the injury or illness is not serious or life-threatening, call Campus Safety and an officer will be dispatched to evaluate the injury or illness and provide appropriate help.

The College has an established relationship with Sturdy Occupational Health Services in Attleboro ("Sturdy"). Sturdy is a convenient and recommended medical care provider, specializing in the treatment and rehabilitation of work-related injuries. Employees are encouraged to go to Sturdy for evaluation and treatment for injuries which are not serious or life-threatening.

Medical expenses for injuries occurring on the job are paid by the Workers' Compensation Insurance Company. Employees may elect to use vacation, accumulated sick or personal time for salary continuation until you begin to receive Workers' Compensation payments. Once you return to work, contact a member of the Human Resources staff to review the status of your sick leave, your Workers' Compensation benefits, and reimbursement to the College (if any) for excess monies received.

Neither the College nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the College.

Questions regarding workers' compensation insurance should be referred to Human Resources.

## **Travel Insurance**

If you are injured while traveling on authorized College business, medical expenses and lost wages will be covered by the College's Workers' Compensation Plan under the same terms as other work-related injuries.

If you are traveling on authorized College business, you are covered by Accidental Death and Dismemberment insurance.

The College does not have insurance to cover fire, theft, or collision damage to your personal vehicle if damage occurs while you are using your personal vehicle to conduct College business.

# Paid Time Off

## National Holidays

The College observes several scheduled national holidays each calendar year.

|  |   |
|--|---|
| <ul style="list-style-type: none"><li>• New Year's Day</li><li>• Martin Luther King, Jr. Day</li><li>• Memorial Day</li><li>• Juneteenth</li></ul> | <ul style="list-style-type: none"><li>• Independence Day</li><li>• Labor Day</li><li>• Indigenous People's Day</li><li>• Thanksgiving Day</li><li>• Christmas Day</li></ul> |
|--|---|

Benefit-eligible employees normally scheduled to work on a national holiday will be paid for scheduled hours.

Benefit-eligible employees who do not normally work on the day of the national holiday may arrange with the supervisor to take another day off within the same pay period.

Please note that the College may celebrate a day other than the actual holiday date (for example, the College may celebrate a national holiday that falls on a Saturday on the preceding Friday, or a holiday that falls on a Sunday on the following Monday). In these instances, if a biweekly-paid employee works both the day the College observes the holiday and the actual holiday itself, the employee will be paid the holiday rate for the actual national holidays and not the day the College observes the holiday.

## College Holidays

In general, the College may grant additional College holidays each calendar year depending upon the calendar which may include the day after Thanksgiving, the days between Christmas and New Year's and other days at the College's discretion. A list of the holidays is made available each year on the website of the Office of Human Resources.

Benefit-eligible employees normally scheduled to work on a College holiday will be paid for scheduled hours.

Benefit-eligible employees who do not normally work on the day of the College holiday may arrange with the supervisor to take another day off within the same pay period.

## Vacation

Vacation leave should be scheduled in advance and approved by your supervisor. Vacation accrues each pay period based on your employment status, with the exception of academic year positions. Vacation accruals are based on the employee's length of service. Employees reach the next band of accrual rate in the pay period following their anniversary date. Vacation time is paid at an employee's base rate and shift differential, if appropriate.

The maximum carryover permitted for vacation is the equivalent of one (1) year's accumulation. Any unused vacation time in excess of one (1) year's accumulation cannot be carried over into the next year.

**Full-time, twelve-month, benefit-eligible** employees are eligible for vacation based on years of service according to the following schedule:

| Accrued Amount per Pay Period          |  |                               |   |
|--|--|-------------------------------|---|
| (35-hour position)                     | (40-hour position)                     |                               |   |
| Accrual Rate                           | Accrual Rate                           | Annual Equivalent             |   |
| 9.33 hours<br>12.25 hours              | 10.67 hours<br>14.00 hours             | 16 days<br>21 days            | <b>MONTHLY PAID EMPLOYEES</b><br>Less than 5 years<br>5 years +                   |
| 2.96 hours<br>4.31 hours<br>5.65 hours | 3.38 hours<br>4.92 hours<br>6.46 hours | 11 days<br>16 days<br>21 days | <b>BIWEEKLY PAID EMPLOYEES</b><br>Less than 3 years<br>3 to 10 years<br>10+ years |

**Part-time benefit-eligible** employees receive a prorated amount of vacation based upon their work schedules.

**Academic-year benefit-eligible** employees are eligible for six days of vacation if they work full-time (prorated for part-time academic year employees based on the number of hours worked per week). Those academic year benefit-eligible staff who were active and benefit-eligible on January 1, 1996 are eligible for 11 days of vacation (pro-rated for part-time academic year employees based on number of hours worked per week). These additional days of vacation after ten years of

service are only for staff members who were benefit-eligible on January 1, 1996, and have been continuously employed at Wheaton since that date.

The established vacation year is the fiscal year, July 1 through June 30 each year. The maximum carryover permitted for vacation will be the equivalent of one year's accumulation. All unused vacation days in excess of the carryover limit will be forfeited if not used by July 31<sup>st</sup>. Upon termination of employment, employees will be paid for vacation benefits accrued but not used through the last day of work.

## Personal Days

The College offers personal days to full-time and part-time benefit-eligible employees. Eligible employees may use personal days for occurrences such as religious holidays, personal appointments that cannot reasonably be scheduled outside the workday, community service participation, holidays that the College does not observe, and similar reasons that require time away for work. Employees should confirm whether their supervisor has any additional requirements regarding providing advance notice when using personal days before using any personal days.

- *If you are a full-time benefit-eligible employee, you will receive the hours equivalent to four (4) personal days per fiscal year.*
- *If you are a part-time benefit-eligible employee or an academic-year benefit-eligible employee, the amount of time referenced above is prorated based on your schedule.*

For an employee's first year of employment, personal time is pro-rated based on the employee's start date, and is granted based on full months of service.

Personal days are granted at the beginning of each fiscal year (July 1), and must be used by the end of the fiscal year (June 30). Personal days are not carried over to the following year.

## Sick Leave

Wheaton complies with all aspects of the Massachusetts Earned Sick Time Law, which requires Massachusetts employers to provide employees with one (1) hour of paid sick time for every thirty (30) hours worked, up to a maximum of forty (40) hours per year, which may be used for certain qualifying purposes. As set forth in more detail below, the College's paid Sick Leave policy for staff is more generous than the requirements under Massachusetts law. The College's Sick Leave policy is designed to protect employees from the loss of earnings during limited periods when personal illness or injury prevents employees from working.

## *Sick Leave Accrual*

Employees accrue paid sick leave as follows:

- *Full-time benefit-eligible employees* accrue sick leave at the rate of approximately one (1) day per month, for a total of twelve (12) paid days of sick leave per year.
- *Full-time academic year benefit-eligible employees* accrue approximately one (1) paid sick day for every month of the year in which they work.
- *Part-time benefit-eligible employees* accrue paid sick leave based on the number of hours worked in each pay period.
- *Employees who are not benefit-eligible* accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty (40) hours per year.

Sick leave may be accumulated up to a maximum of five hundred and twenty (520) hours, which is equivalent to approximately three (3) calendar months. For an absence due to illness extending beyond three (3) months, see the sections in this handbook on Short-Term Disability Insurance and Long-Term Disability Insurance.

An employee will not accrue sick leave during a paid or unpaid leave of absence provided under the College's policies, any federal, state, and local law, unless the employee uses accrued vacation and/or sick leave during the leave of absence.

## *Use of Sick Leave*

Sick leave may be used for the following purposes:

1. To care for the physical or mental illness, injury, or medical condition of the employee, employee's child, spouse, parent, or spouse's parent, that requires home, preventative or professional care;
2. To attend routine medical appointments for the employee, or the employee's child, spouse, parent, or spouse's parent;
3. To address the psychological, physical, or legal effects of domestic violence; and
4. To travel to and from an appointment, pharmacy, or other location related to the purpose for which the leave was taken



For the purposes of this policy, a “child” is a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee is standing in loco parentis as defined by law.

For the purposes of this policy, "domestic violence" is defined as abuse committed against an employee or the employee's child by: (1) a current or former spouse of the employee; (2) a person with whom the employee shares a child in common; (3) a person who is cohabitating with or has cohabitated with the employee; (4) a person who is related to the employee by blood or marriage; or (5) a person with whom the employee has or had a dating or engagement relationship.

Use of sick leave for purposes other than those listed above is not allowed. Employees should remember regular, reliable attendance and timeliness is expected. An employee may be subject to discipline, up to and including termination of employment, if the employee abuses or misuses sick leave, or fraudulently uses such time, including if the employee exhibits a clear pattern of taking sick leave on the day(s) immediately before or after a weekend, holiday, or vacation time.

Employees are encouraged to schedule medical appointments during times that are least disruptive to the workday. An employee may not use paid sick leave if the employee is not scheduled to be at work during the period of use. For the purposes of this policy, a work day is defined as the time for which the employee is regularly scheduled to work. Sick leave may be used in increments of one (1) hour.

Paid sick leave is a benefit employees may use while they are employed by the College. Unused sick leave is not payable upon termination of employment.

### *Coordination with Other Policies and Laws*

If an absence continues for three (3) or more consecutive working days, the College may require concurrent use of an eligible employee's FMLA leave (if available and applicable). Additionally, leave taken under this policy may run concurrently with leave taken under other applicable policies, as well as under federal, state, or local law, including MA PFML, Parental Leave, Small Necessities Leave, and Domestic Violence Leave.

### *Documentation Certifying Need for Sick Leave*

If an employee uses sick leave for three (3) or more consecutive working days, or twenty-four (24) consecutively scheduled work hours, the College may require written documentation, signed by a health care provider, indicating the employee's need for sick leave, or if the employee used sick leave to address domestic violence, the College may require any of the types of supporting documentation permissible under applicable law. The College may also require written documentation of the need for sick leave after four (4) unforeseeable and

undocumented absences within a three (3) month period or if the paid sick leave occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment. An employee must submit requested documentation within (7) days of using paid sick leave, unless the employee demonstrates good cause for why more time is required.

### *Notice*

If an employee needs to be absent, late, or leave work early for a qualifying purpose, the employee must provide the employee's supervisor with advanced notice, except in an emergency. If the use of sick leave is foreseeable (for example, to attend a scheduled appointment), the employee must provide notice at least seven (7) days in advance, unless the employee learns of the need to use sick leave within a shorter period of time. If the employee's absence is not foreseeable, the employee must provide notice to the employee's supervisor as soon as practicable. If an employee is going to be absent for multiple days, the employee, or someone on the employee's behalf, must provide notice of the expected duration of the employee's absence, or if unknown, provide notice of the employee's continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

### *Employee Protections*

The College will not discriminate or retaliate against any employees for exercising their right to use paid sick leave.

# Leaves of Absence

Wheaton recognizes that employees may face situations that will require them to take leave, sometimes for an extended period of time. The College provides eligible employees with several types of leaves, including leaves for the employee's own serious health condition; to bond with the employee's child after the child's birth, adoption, or foster care placement; to care for a family member with a serious health condition; or for other qualifying reasons related to a family member's military service. As described below, a leave of absence may be paid or unpaid depending on the type of leave. During an unpaid leave, an employee may use the employee's unused vacation time or personal days, and sick leave, when appropriate. Sick leave may be used only for the purposes described in the College's sick leave policy.

## **Massachusetts Paid Family and Medical Leave ("MA PFML")**

### *Eligibility and Reasons for Taking Leave*

Under the Massachusetts Paid Family and Medical Leave law ("MA PFML"), an employee may take:

- up to twelve (12) weeks of MA PFML per benefit year for the birth, adoption, or foster care placement of a child, to care for a family member with a serious health condition, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;
- up to twenty (20) weeks of MA PFML per benefit year to care for the employee's own serious health condition that incapacitates them from work; and
- up to twenty-six (26) weeks of MA PFML per benefit year to care for a family member who is a covered service member with a serious health condition.

An employee may be eligible for MA PFML if the employee meets the MA PFML earnings requirement before applying for benefits, requires leave for one of the qualifying reasons specified above, and has MA PFML leave available to use for the qualifying reason.

A benefit year is measured on a rolling basis in accordance with MA PFML regulations. An employee may be eligible for up to twenty-six (26) total weeks, in the aggregate, of MA PFML in a single benefit year. No more than twelve (12)

weeks of leave benefits *total* are available under MA PFML in a benefit year for multiple births, adoptions, or foster care placements.

### ***Administration by the Standard Insurance Company and Paid Weekly Benefit***

The College maintains an approved private plan for MA PFML, which is administered by the Standard Insurance Company (the "Standard"), which is a third-party insurance company. During MA PFML, an employee will receive a weekly benefit amount, determined by the Standard, equal to a percentage of the employee's earnings, subject to a cap that is set annually by the Department of Family and Medical Leave, based on the state average weekly wage, unless the employee is eligible for paid leave provided by the College or uses vacation or paid sick leave.

An employee must apply for MA PFML directly through the Standard. The Standard determines whether the employee is eligible for MA PFML. If the employee is eligible for paid leave provided by the College, or elects to use accrued vacation or sick leave (if applicable and available), the employee's leave will be fully paid by the College. If the employee is not eligible for paid leave provided by the College (e.g., part-time employees who are not eligible for Wheaton's Enhanced Parental Leave for Faculty), and does not use vacation or sick leave, the employee will receive a weekly benefit amount, determined by the Standard, equal to a percentage of the employee's earnings, subject to a cap that is set annually by the Department of Family and Medical Leave, based on the state average weekly wage. For more information about applying for MA PFML benefits, employees should contact the Human Resources.

### ***Coordination with Other Policies and Laws***

The College provides various forms of paid and unpaid time off, including paid and unpaid Parental Leave, Short-term disability, Long-Term Disability benefits, FMLA leave, vacation time, and sick leave. Any leave taken under MA PFML will run concurrently with any applicable paid and unpaid leave provided under the College's policies, and any federal, state, and local law.

An employee who elects to use paid time off under the College's policies, rather than applying for and receiving MA PFML benefits, will not be eligible to receive MA PFML benefits for the period of time during which the employee receives paid time off under the College's Policies. An employee may not "top off" MA PFML benefits with other available paid sick time or vacation time.

### ***Employee Benefits While on Leave***

For the duration of MA PFML, the College will continue to provide for and contribute to the employee's employment-related insurance benefits at the level and under the conditions coverage would have been provided if the employee had

worked continuously during the leave. The employee portion of the employment-related insurance benefits shall be remitted by the employee in accordance with the College's uniformly-applied practices.

An employee will not accrue vacation or sick leave during MA PFML, unless the employee uses accrued vacation and/or sick leave during the leave of absence.

### *Intermittent Leave*

For MA PFML for the birth or placement of a child, intermittent or reduced hours leave cannot be taken without the approval of Human Resources, who may consult with the department chair/program coordinator and/or the Office of the Provost. For the employee's own serious health condition, MA PFML may be taken on an intermittent or reduced hours basis if medically necessary. For the care for a family member's serious health condition, or to care for a family member who is a covered service member, MA PFML may be taken on an intermittent or reduced hours basis if such leave is medically necessary. For MA PFML due to a qualifying exigency arising out of a family member's active duty or impending call to active duty in the Armed Forces, MA PFML may be taken on an intermittent or reduced hours basis.

An employee shall advise the College, upon request, of the reasons why the intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. The employee and the College will work to develop a schedule for such leave that meets the employee's needs without unduly disrupting the College's operations, consistent with the approval of the employee's health care provider.

### *Notice*

An employee must provide Human Resources with notice of the anticipated start date of MA PFML, the anticipated length of MA PFML, the type of MA PFML, and the employee's expected return date at least thirty (30) days in advance or as soon as practicable. When planning medical treatment, the employee must consult with the College prior to applying for MA PFML and make a reasonable effort to schedule the employee's treatment so as not to disrupt unduly the College's operations, consistent with the approval of the employee's health care provider.

### *Employee Protections and Return to Work*

The College will not discriminate or retaliate against any employees for exercising their right to take MA PFML. Upon reinstatement, an employee's use of MA PFML will not affect the employee's previously held right to accrue vacation time, sick leave, advancement, or other employment benefits. Leave under MA PFML is not treated as credited service for purposes of the accrual and vesting of benefits, or eligibility to participate in benefits.

An employee who returns to work from MA PFML will be reinstated to the employee's previous position, or an equivalent position with equivalent pay, status, employment benefits, and other employment terms and conditions. However, the College is not required to reinstate the employee if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions affecting employment during the period of leave. The College is also not required to restore an employee who was hired for a specific term or only to perform work on a discrete project, if the employment term or project is over and the College would not otherwise have continued to employ the employee.

If an employee takes MA PFML to care for the employee's own serious health condition, the College may require the employee to obtain and provide a fitness-for-duty certification from the employee's health care provider, certifying that the employee is able to return to work.

## **Family and Medical Leave Act (FMLA)**

### *Eligibility and Reasons for Taking Leave*

Eligible employees may take up to twelve (12) weeks of unpaid leave per benefit year under the federal law known as the Family and Medical Leave Act ("FMLA") for the following qualifying reasons:

- for an eligible employee's own serious health condition;
- to care for a spouse/domestic partner, child, or parent who has a serious health condition;
- to care for a child after birth, adoption, or foster care placement; or
- because an employee's circumstances qualify for active duty (qualifying exigency) leave due to a spouse/domestic partner, child or parent being deployed (or notified of an impending deployment) to a foreign country as a member of the regular Armed Forces or as a member of the Armed Forces reserves under a certain call or order to active duty.

Eligible employees may take up to twenty-six (26) weeks of unpaid leave under the FMLA to care for a covered service member or veteran who is a spouse/domestic partner, child, parent or next of kin and becomes seriously ill or injured in the line of duty on active duty in the Armed Forces (or has a serious illness or injury that existed before the service member's or veteran's active duty and was aggravated by service in the line of duty on active duty).

An employee may be eligible for FMLA leave if the employee has been employed by the College for at least one (1) year, and worked at least 1,250 hours over the previous twelve (12) months before FMLA leave begins. The College measures the benefit year on a rolling basis, measured backward from the date an employee uses any FMLA leave.

### *Applicable Definitions Under the FMLA*

For purposes of the FMLA:

- a “*family member*” is the spouse, domestic partner, child, parent, or parent of a spouse or domestic partner of the employee; a person who acted in *loco parentis* to the employee when the employee was a minor; or a grandchild, grandfather, or sibling of the employee; and
- a “*serious health condition*” is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice, or residential medical facility or (b) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in or other daily activities.

### *Coordination with Other Leave Policies and Laws*

FMLA leave will run concurrently with any *unpaid* leave for which the employee may be eligible, including unpaid Parental Leave, and any applicable leaves under federal, state, or local law.

FMLA leave will also run concurrently with any *paid* leave for which the employee may be eligible, including MA PFML, paid Parental Leave, Short-term disability, Long-Term Disability benefits, workers compensation, and any applicable leave under federal, state, or local law.

The employee may elect to use any accrued unused vacation time and sick time during any unpaid portion of FMLA leave.

### *Employee Benefits While on Leave*

For the duration of FMLA leave, the College will continue to provide for and contribute to the employee’s employment-related insurance benefits at the level and under the conditions coverage would have been provided if the employee had worked continuously during the leave. The employee portion of the employment-related insurance benefits shall be remitted by the employee in accordance with the College’s uniformly-applied practices. In some instances, the College may recover premiums it paid to maintain health coverage for an employee who fails to

return to work from FMLA leave.

An employee will not accrue vacation or sick leave during FMLA Leave, unless the employee uses accrued vacation and/or sick leave during the leave of absence.

### *Intermittent Leave*

An employee may take FMLA leave intermittently or on a reduced leave schedule when medically necessary. Military family leave under the FMLA may also be taken on an intermittent basis.

### *Notice*

An employee must provide Human Resources with notice of the anticipated start date of FMLA leave, the anticipated length of the leave, and the employee's expected return date at least thirty (30) days in advance, or as soon as practicable. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the College's operations.

Employees must provide sufficient information for the College to determine if the leave may qualify for FMLA protection. Sufficient information may include supporting documentation from a health care provider that the employee is unable to perform the functions of their job due to a serious health condition; supporting documentation from a health care provider that the employee's family member requires the employee's care for the family member's serious health condition, or documentation supporting the need for military family leave.

The College may also require employees to provide second or third medical opinions, periodic recertification, and periodic reports during FMLA leave regarding the employee's status and intent to return to work.

### *Employee Protections and Return to Work*

The College will not discriminate or retaliate against any employees for exercising their right to take FMLA leave. Upon reinstatement, the taking of such leave will not affect an employee's previously held right to accrue vacation time, sick leave, advancement, or other employment benefits. FMLA leave is not treated as credited service for purposes of the accrual and vesting of benefits, or eligibility to participate in benefits.

An employee who returns to work from FMLA leave will be reinstated to the employee's previous position or to an equivalent position with equivalent pay, status, employment benefits, and other employment terms and conditions. However, the College is not required to reinstate the employee if other employees



of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions affecting employment during the period of leave. The College is not required to restore an employee who was hired for a specific term or only to perform work on a discrete project, if the employment term or project is over and the College would not otherwise have continued to employ the employee.

Certain key employees may not be eligible to be returned to the same or similar positions upon returning from FMLA leave, if such denial is necessary to prevent substantial and grievous economic injury to the College. A key employee is a salaried employee who is among the highest paid ten percent (10%) of the employees employed by the College.

## **Parental Leave for Employees**

An eligible employee may use leave for any of the following purposes below (referred to as “Parental Leave”):

- The birth of the employee’s child; or
- The adoption or foster care placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled.

### *Eligibility for Parental Leave*

Parental Leave may be available to an employee under several laws.

#### *MA PFML*

As discussed above, an eligible employee who meets the MA PFML requirements may be entitled to receive up to 12 weeks of *paid* Parental Leave under MA PFML.

#### *FMLA*

As discussed above, an eligible employee who meets the FMLA requirements may be entitled to receive up to twelve (12) weeks of *unpaid* Parental Leave under the FMLA. Notably, under the FMLA, any two employees of the same employer who parent the same child shall be entitled to twelve (12) weeks of Parental Leave in aggregate for the birth or adoption of the same child.

#### *Massachusetts Parental Leave Act:*

If an employee is not eligible to take Parental Leave under MA PFML or FMLA, an employee who been employed by the College on a full-time basis for at least three

consecutive months is eligible for eight (8) weeks of *unpaid* Parental Leave for each birth, adoption, or foster placement, under the Massachusetts state law referred to as Massachusetts Parental Leave Act. Under the Massachusetts Parental Leave Act, any two employees of the same employer who parent the same child shall be entitled to eight (8) weeks of unpaid Parental Leave in aggregate for the birth or adoption of the same child. The Massachusetts Parental Leave Act provides up to sixteen (16) weeks of unpaid Parental Leave for the birth of twins.

### *Wheaton's Enhanced Parental Leave for Staff*

Wheaton provides benefit-eligible staff members with enhanced Parental Leave benefits, which allows them to receive pay during portions of Parental Leave, even though pay is not required by law ("Wheaton's Enhanced Parental Leave for Staff"). Wheaton's Enhanced Parental Leave for Staff is not available for periods in which the employee would otherwise not have worked. If two staff members of the College parent the same child, only one (1) employee is eligible to receive paid leave under Wheaton's Enhanced Parental Leave for Staff.

#### *i. Paid Primary Caregiver Leave (up to six (6) weeks)*

A benefit-eligible employee who, after working for the College for at least one (1) year with continuous service, becomes a parent and is the primary caregiver of a newborn, or a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) who is adopted by or placed into foster care with the employee, is eligible for up to six (6) consecutive weeks of paid leave during the twelve (12) week period after the birth, adoption or foster care placement of the child.

For purposes of Wheaton's Enhanced Parental Leave for Staff, "primary caregiver" is defined as someone who has primary responsibility for the care of a child immediately following the birth or the placement of the child into the custody, care, and control of the parent for the first time.

#### *ii. Paid Secondary Caregiver Leave (up to two (2) weeks)*

A benefit-eligible employee who, after working for the College for at least one (1) year with continuous service, becomes the parent of a newborn, or a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) who is adopted by or placed into foster care with the employee, and who has not taken leave under the Paid Primary Caregiver Leave for that child, is eligible for up to two (2) consecutive weeks of paid leave during the twelve (12) week period after the birth, adoption or foster care placement of the child.

To be eligible for the primary or secondary caregiver benefit, the employee must complete a **Parental Leave Caregiver Affirmation Form**, designating the employee as either the child's primary or secondary caregiver, and writing a brief letter to the Office of Human Resources detailing when the leave is requested. The employee should inform the Office of Human Resources of the employee's interest in using Wheaton's Enhanced Parental Leave for Staff, and whether the employee will be the child's primary or secondary caregiver, as soon as practicable so that the College can make appropriate arrangements for staffing.

### *Coordination with Other Leave Policies and Laws*

Unpaid and paid Parental Leaves run concurrently with any other applicable paid or unpaid leave related to pregnancy and childbirth, including MA PFML, FMLA, Massachusetts Parental Leave, Wheaton Enhanced Parental Leave for Faculty, and any applicable leave under federal, state, or local law.

Employees may use accumulated sick leave, personal days and/or vacation time to cover all or part of an unpaid Parental Leave, if applicable. Any days not covered by a College-paid leave or an employee's accumulated sick leave or vacation time will be unpaid, unless another paid leave option or benefit applies.

### *Employee Benefits While on Parental Leave*

Taking Parental Leave shall not affect an employee's right to receive advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position.

During Parental Leave, the College will continue to provide for and contribute to the employee's employment-related insurance benefits at the level and under the conditions coverage would have been provided if the employee had worked continuously during the leave. The employee portion of the employment-related insurance benefits shall be remitted by the employee in accordance with the College's uniformly-applied practices. During any period of unpaid Parental Leave, the employee will be responsible for paying the employee's portion of the premiums of employment-related insurance benefits.

An employee will not accrue vacation or sick leave during Parental Leave, unless the employee uses accrued vacation and/or sick leave during the leave of absence.

## **Employee Protections and Return to Work**

The College will not discriminate or retaliate against any employees for exercising their right to take Parental Leave. An employee who returns to work from Parental Leave will be reinstated to the employee's previous position or to an equivalent

position with equivalent pay, status, employment benefits, and other employment terms and conditions. However, the College is not required to reinstate the employee if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions affecting employment during the employee's period of leave. The College is also not required to restore an employee who was hired for a specific term or only to perform work on a discrete project, if the employment term or project is over and the College would not otherwise have continued to employ the employee.

## **Small Necessities Leave**

### *Eligibility and Reasons for Taking Leave*

An employee may be eligible for Small Necessities Leave if the employee has been employed by the College for at least one (1) year and worked at least 1,250 hours over the previous twelve (12) months before the Small Necessities Leave begins, and requests leave for a qualifying reason. The 12-month period in which the 24 hours of Small Necessities Leave is measured is a rolling period, measured backward from the date an employee last used any Small Necessities Leave.

Eligible employees may take up to twenty-four (24) hours of unpaid leave during a twelve (12) month period for any of the following reasons:

- to participate in school activities directly related to their child's educational advancement (such as parent-teacher conferences);
- to accompany their child to a routine medical or dental appointment;  
or
- to accompany an elderly relative to routine medical, dental, or other professional service appointments related to the elder's care. (An "elderly relative" is a person of at least 60 years of age who is related by blood or marriage to the eligible employee, including a parent of the eligible employee.)

An employee may take Small Necessities Leave intermittently or on a reduced work schedule. The College may ask an employee to provide satisfactory information concerning the use of the leave.

Small Necessities Leave is typically unpaid; however, if an employee requesting Small Necessities Leave qualifies for paid leave under the College's vacation or sick leave policy, the employee will be required to use this paid leave during the Small Necessities Leave. Small Necessities Leave will run concurrently with all other applicable leave.

## *Documentation Certifying Need for Small Necessities Leave*

The College may require an employee to provide a signed, written certification of the employee's need for Small Necessities Leave, including the reason for leave, on the date the employee provides notice or within two (2) business days of the employee providing notice. If the need for leave is unforeseeable, the College may ask the employee to provide certification within two (2) business days after the employee takes leave, or as soon as practicable. The certification is sufficient if it is signed by the employee and states the date, duration, and purpose of leave.

### *Notice*

If the need for Small Necessities Leave is foreseeable, the employee must provide written notice to the employee's supervisor at least seven (7) days in advance. If the need for leave is not foreseeable, the employee must provide notice as soon as practicable.

## **Domestic Violence Leave**

### *Eligibility and Reasons for Taking Leave*

In accordance with the Massachusetts Domestic Violence Leave law, all employees may take up to fifteen (15) days of unpaid leave from work in any twelve (12) month period if:

- The employee is a victim of domestic violence, stalking, sexual assault, or kidnapping, as defined by applicable law (referred to as "Abusive Behavior"); or
- A family member of the employee is a victim of Abusive Behavior, provided that the employee is not the perpetrator of the Abusive Behavior against such employee's family member.

For the purposes of this policy, an employee's family members include: (i) a spouse; (ii) persons in a substantive dating or engagement relationship and who reside together; (iii) a person having a child in common with the employee; (iv) a parent, step-parent, child, step-child, sibling, grandparent or grandchild of the employee; or (v) a person in a guardianship relationship with the employee.

Domestic Violence Leave may be taken intermittently or on a reduced leave schedule, and may be used for any of the following reasons:

- To seek or obtain medical attention, counseling, victim services or legal assistance;
- To secure housing;
- To obtain a protective order from a court;
- To appear in court or before a grand jury;
- To meet with a district attorney or other law enforcement official; or
- To attend child custody proceedings or address other issues directly related to the Abusive Behavior against the employee or family member of the employee.

An employee must exhaust all of the employee's available paid time off, with the exception of one (1) week of accrued, unused vacation time, before requesting or taking Domestic Violence Leave. Domestic Violence Leave will run concurrently with all other applicable leave.

### *Documentation Certifying Need for Domestic Violence Leave*

The College may require an employee to provide documentation evidencing that the employee or the employee's family member has been a victim of Abusive Behavior within thirty (30) days of the leave request. Such forms of documentation may include:

- A court issued protective order;
- An official document from a court, provider or public agency;
- A police report or statement of a victim or witness provided to the police;
- Official legal documentation attesting to perpetrator's guilt;
- Medical documentation of treatment for the abusive behavior;
- A sworn statement from the employee attesting to being a victim of abusive behavior; or
- A sworn statement from a professional who has assisted the employee or the employee's family, for example, a counselor, a social worker or a member of the clergy.

## *Notice*

An employee who needs to take Domestic Violence Leave must provide appropriate advance notice to the employee's supervisor *and* Human Resources, at least seven (7) days in advance of the leave, if the need for leave is foreseeable, or as soon as practicable under the circumstances. If there is a threat of imminent danger to the health or safety of an employee or the employee's family member, the employee is not required to provide the supervisor and Human Resources with advanced notice of leave, but the employee still must notify the supervisor *and* Human Resources within three (3) business days that the leave was taken or is being taken in connection with this Policy. Notice of the employee's need for Domestic Violence Leave may also be communicated by the employee's family member, counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the Abusive Behavior on the employee or the employee's family member.

## **Military Training Leave**

An eligible employee who is a member of the Armed Forces may take leave to perform military training, without loss of salary or benefits, for a maximum of seventeen (17) working days per calendar year. Employees must give notice of the date of departure and date of return for military training, and of the satisfactory completion of such training immediately thereafter.

If an employee presents their government pay invoice to the Payroll upon return from their tour of duty, Payroll will prepare a check for the difference between the employee's governmental pay and the employee's regular base salary during the employee's Military Training Leave, not to exceed seventeen (17) working days per calendar year. If an employee's military obligation exceeds seventeen (17) working days, the remainder of the employee's Military Training Leave will be unpaid, unless the employee elects to apply any accrued, unused vacation time.

## *Military Leave Under USERRA*

In accordance with federal law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), and applicable state law, the College will grant a leave of absence to an employee who is called to active duty or is required to attend scheduled drills or training with the U.S. Uniformed Services. "Uniformed Services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

Military Leave is unpaid. However, employees may use any available vacation and sick time for the absence. Faculty are expected to fulfill military reserve duty during vacation time, unless necessity prevents such notice or it is otherwise impossible or unreasonable.

### *Notice*

An employee must submit to Human Resources a written request for Military Leave at least thirty (30) days in advance or as soon as practicable, unless relevant circumstances makes such notice unreasonable, impossible, or prevented by military necessity, as defined by applicable law (military officers can give such notice of military service to the College on behalf of employees).

### *Employee Benefits While on Military Leave*

Continuation of employment-related insurance benefits is available, as required by USERRA, based on the length of the leave, and subject to the terms, conditions and limitations of the applicable plans for which the employee otherwise is eligible. Benefit accruals, such as vacation time and sick leave will be suspended during the leave and will resume upon the employee's return to active employment.

### *Employee Protections and Return to Work*

With certain exceptions, an employee returning from military service must either report to work or apply for reinstatement as follows:

- *Service of 1 to 30 days or Absence for a Fitness for Duty Exam:* The employee must report to work by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible.
- *Service of 31 to 180 days:* An application for reemployment must be submitted no later than 14 days after completion of the employee's military service. If submission of a timely application is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible.
- *Service of 181 or more days:* An application for reemployment must be submitted no later than 90 days after completion of the employee's military service.



If an employee returning from military leave is still qualified, they will be reemployed in the same or similar job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. The College will make reasonable efforts to enable an employee to refresh or upgrade their skills to help them qualify for reemployment. If a returning employee is not qualified for the position to which they otherwise would have been entitled, the College will work with that employee to identify and place that employee into an available alternative position.

Reemployment may not occur if the College's circumstances have so changed as to make such reemployment impossible or unreasonable, would impose an undue hardship on the College, or an employee's prior employment with the College was for a brief, non-recurrent period (e.g., a temporary employee) and there was no reasonable expectation that such employment would continue indefinitely or for a significant period. In addition, reemployment cannot be guaranteed if an employee's total, cumulative military leave exceeds five (5) years.

### *Memorial Day and Veterans Day Leave for Veterans*

Employees who are veterans may take unpaid leave to participate in a Memorial Day or Veterans Day exercise, parade, or service in the community where the employee resides, so long as the employee provides the College with reasonable notice in advance. For purposes of this policy, a veteran is someone who has received an honorable discharge from military service. For more information regarding veterans leave, please contact the Office of Human Resources.

## **Jury Duty Leave**

The College recognizes your civic responsibility to serve as a juror when summoned. The College will grant employees leave for jury service, if summoned, and compensate employees at their regular rate for the first three (3) days of jury service. Beginning on the fourth day, the College will compensate employees for the difference between jury duty compensation and their regular rate of pay for any days they are serving jury duty.

Employees must notify their supervisor and the Office of Human Resources, in advance of the date and time the employee has been summoned to jury service, and provide them with a copy of the jury duty summons so arrangements can be made to accommodate the employee's absence. The employee is expected to report for work if released from court prior to 1:00 P.M. Upon return to work, employees are required to provide a certificate of attendance.

## **Bereavement**

The College provides employees with up to three (3) days of paid bereavement leave to attend services or tend to family business after a death occurs in the employee's immediate family. For the purpose of this policy, members of an employee's immediate family include spouse or domestic partner, child, sibling, parents, parents-in-law and grandparents. This leave may also be used in the event of the death of other family members with whom the employee had a close relationship. Requests to use bereavement leave for family members other than those listed should be requested in writing for approval by your supervisor, in consultation with Human Resources. If additional time off is needed beyond three days or for situations outside this policy, the employee may use other paid time (e.g. vacation, personal, etc.), or the time off may be unpaid.

## **Victim and Witness Leave**

An employee who is a victim of a crime or is subpoenaed to attend a criminal action as a witness may take unpaid leave to participate in the employee's witness service, so long as the employee provides reasonable notice to the employee's supervisor *and* Human Resources after receiving the subpoena. For more information regarding victim and witness leave, please contact Human Resources.

## **Firefighter and Emergency Medical Technician Leave**

The College will grant unpaid time off to an employee who serves as a volunteer member of a fire department or ambulance department, unless granting such leave would cause an undue hardship. An employee seeking to take leave under this policy must provide reasonable advance notice to the employee's supervisor, to the extent practicable. If the employee fails to report for work because the employee was responding to an emergency, the employee must inform their supervisor of the reasons for such failure. The College may require the employee to submit a statement signed by the chief of said fire department or ambulance department certifying the date and time such employee responded to and returned from such emergency. For more information regarding Firefighter and Emergency Medical Technician Leave, please contact Human Resources.

## **Other Services and Benefits**

### *Madeleine Clark Wallace Library*

You have library privileges and may use the services offered in the library. Call the library for details.

## *Athletic Facilities/Fitness Center*

You and your immediate family members living in your household may use College athletic facilities and the fitness center during posted recreational hours. Current facilities include a fitness center, indoor and outdoor tennis courts, pool, gym, and indoor jogging track. Family members can get passes to use the facilities. Children under the age of 16 must be accompanied by an adult. Hours differ during the academic and non-academic year. Call Haas Athletic Center and Pappas Fitness Center for more information.

## *Bookstore*

You may take advantage of the services offered by the Wheaton College Old Town Hall Bookstore. You will receive a 20% discount on most purchases by showing your College ID. The bookstore carries a variety of hard and soft-bound educational texts and trade books, College souvenirs, stationery, clothing, and sundries. For information, contact the Bookstore Manager.

## *ATM*

An automatic teller machine is located in the Balfour-Hood Center.

## *Dining*

Dining facilities are open to all students, faculty, and staff during normal operating hours and under certain conditions during special events. Employees and their guests are welcome to utilize these services at their expense. The dining venues accept cash, credit cards, and Lyons bucks. For menu, operating hours, and service details please refer to the Wheaton College dining services web page.

## *E.W. Amen Nursery School*

If you are a full or part-time benefit-eligible employee you may receive a partial waiver of tuition for children accepted for enrollment at the Wheaton Nursery School. Acceptance for enrollment is based on available space and is not guaranteed. Full-time benefit-eligible employees receive a 50% reduction in tuition up to a maximum of \$2500 per dependent per academic year and part-time benefit-eligible employees receive a 25% reduction up to a maximum of \$1250 per dependent per academic year. Children who are eligible include employees' sons and daughters through birth, adoption, or legal guardianship; stepchildren who reside at least 50% of the time in the employee's household, or who are claimed as deductions for income tax purposes, are also eligible. The relationship must have existed for one year prior to the date nursery school begins in order to receive the partial waiver of tuition. Contact the Nursery School for further information.

## *Annual Giving to Wheaton*

Yearly gifts to the College support a wide range of programs from student scholarships and faculty research funds to library acquisitions and concerts, lectures, and performances. Gifts from staff and faculty are among those that contribute to the overall strength and future growth of the College. Gifts may be made through payroll deduction by contacting the Wheaton Fund Office.

## *Auto/Home Owners Insurance*

Wheaton offers a comprehensive insurance program which enables employees to purchase auto and homeowners' insurance at low group rates through the convenience of payroll deduction. Contact Human Resources for information.

## *On-Campus Housing*

Wheaton owns several single and multiple-occupancy residences, which are available on a limited basis to members of the faculty and staff. Housing availability and assignments are determined annually. Both full-time and part-time employees are eligible to apply. For more information, please contact Business Services.

## *Computer Purchases*

The College offers benefit-eligible employees the opportunity to purchase a computer through payroll deductions. This benefit is available to new benefit-eligible employees once they have successfully completed three months of employment. To learn about available equipment, visit the [Library and Information Services](https://library.wheatoncollege.edu/faculty/) website (<https://library.wheatoncollege.edu/faculty/>).

# Leaving Wheaton

## Termination of Employment

If you leave the College's employ, advance notice of at least two weeks for biweekly paid employees and a month for monthly paid employees is requested as a courtesy to the College. Resignations should be submitted in writing to your supervisor with a copy sent to the Director of Human Resources. Paid time off (vacation, sick, personal, national holidays, College holidays, etc.) may not be used to extend your termination date. Your termination date will be your last actual day worked. Please contact the Office of Human Resources to schedule an exit interview and benefits review.

You must return all College property (identification card, keys, books, credit cards, etc.) to the proper department prior to leaving the campus. This property may not be transferred to another employee. The College will withhold the amount of outstanding obligations of the employee from his or her paycheck, as permitted by applicable law.

Please notify the Office of Human Resources of any changes in your address to ensure that you receive your final W-2 form.

## Benefits upon Termination

### *Vacation Time*

If you have provided sufficient notice of your termination, you will receive pay for any accrued but unused vacation time in your last paycheck. If proper notice was not given, any accrued, unused vacation will be paid out in a subsequent paycheck. When an academic year employee's employment ends, his or her vacation accrual for the current fiscal year will be prorated and paid out accordingly. Employees who separate from the College involuntarily will receive pay for any accrued but not used vacation on their last day of work. Vacation accrual ends on the last day of the final full pay period worked.

### *Health and Dental Insurance*

If you are currently enrolled in health or dental insurance, your coverage will end on the last day of the month in which you separate from service. You will have the option to continue your coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). COBRA contains provisions which require the College to offer access to continued health insurance coverage to certain former employees and their dependents, entirely at their own expense.

### *Life and Disability Insurance*

Coverage under life and disability insurance ends on the last day of your employment, your actual last day worked. You will be given the opportunity to convert your life insurance to a non-group direct pay plan.

### *TIAA*

If you are participating in TIAA retirement, information regarding your options will be provided to you.

### *Tuition Benefits*

If you terminate employment and you and/or a family member are currently participating in a tuition program either at Wheaton or another qualifying institution, the tuition benefits will cease and you will be responsible for paying that semester's tuition.

### *College Loans and Computer Purchases*

If you have entered into an agreement with the College for repayment of a loan or purchase of a computer, all balances are due on your last day of employment and will be deducted from your final paycheck, unless other arrangements are approved in advance.