

ANTIOCH UNIVERSITY

UNIVERSITY HUMAN RESOURCE POLICIES AND PROCEDURES

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A. INTRODUCTION

1. University Human Resource Policies

The University's Human Resource policies are based on the following principles:

- A. The University recognizes that each employee is entitled to be treated with respect, dignity, and courtesy.
- B. Each employee should receive fair compensation in return for good job skills and adequate performance. Promotional and job enrichment opportunities will be based on employee performance, objective evaluations, and University needs.
- C. The University shall apply each Human Resource policy in a fair and consistent manner in accordance with its equal employment opportunity and affirmative action policies.
- D. The University shall provide safe and healthful working conditions for each employee. Each employee has the responsibility to work safely and help maintain the facilities in a safe and healthful condition.
- E. An employee's employment agreement is the exclusive measure of his/her contractual rights vis-à-vis the University. The following policies are for the general guidance of supervisors and employees, and, except as incorporated expressly or by reference in the employment agreement, shall not modify the contractual rights of an employee defined thereby.

A. INTRODUCTION

2. Human Resource Policy Approval

A. All University and local Human Resource Policies and Procedures will comply with appropriate federal, state and local laws, regulations and statutes.

B. The University's Board of Trustees has approved the following Human Resource policies (HRP's) to apply throughout the University. In addition, a campus may establish local Human Resource policies (LHRP's), to deal with human resource matters at that particular campus.

C. LHRP's must be approved by the University Board of Trustees before they become effective.

D. Approved LHRP's will become a part of the official University Human Resource Policy Manual.

E. HRP's and LHRP's will apply to employees in recognized bargaining units unless expressly excluded from such policies or unless such policies are in conflict with the terms of a duly approved and executed collective bargaining agreement, in which case the terms of the collective bargaining agreement shall prevail.

F. All collective bargaining agreements must be approved on behalf of the University within authority delegated from the Board of Trustees.

G. The Board of Trustees reserves the right to modify, supersede or eliminate all policies as it deems appropriate.

EMPLOYMENT

5. Equal Employment Opportunity / Affirmative Action Policy

A. Antioch University reaffirms that it is the policy of the University to provide equal employment opportunity for all qualified persons, to prohibit discrimination in employment because of race, color, age, sex, ancestry, religion, national origin, sexual orientation, family status or disability and to promote the full realization of equal employment opportunity through a positive, continuing program at each campus of the University.

B. The Chancellor holds the ultimate responsibility for implementing and maintaining an effective affirmative action program throughout the University. This responsibility for each Campus is delegated to the Campus CEO.

C. The Vice Chancellor of the University is hereby designated the Equal Employment Opportunity Officer for the University. The Campus CEO has the primary responsibility for designing, administering, implementing and evaluating an affirmative action program for his or her Campus. The Vice Chancellor will consult with and otherwise assist the Campus CEO and Human Resource Director on each campus in the design, administration, implementation and evaluation of campus affirmative action programs, when appropriate. The Vice Chancellor, as Equal Employment Opportunity Officer, shall report to the Chancellor of the University.

D. The Campus CEO and/or delegate shall serve as the primary local liaison with/between the University and various civil rights enforcement agencies and minority group organizations.

E. The Equal Employment Opportunity Officer shall collect and compile data needed to monitor affirmative action progress.

B. EMPLOYMENT

6. Hiring Procedures

A. The authority to establish new positions rests solely with the Chancellor or Campus CEO. Until a position is established and a job description is written, no search process shall be initiated to fill the position.

B. The procedures for all hiring processes are to be designed by the Human Resource Director on each campus and will include at least the following:

1. Copies of all advertising, employment applications, a narrative of the search process and the final recommendation for hiring the successful candidate shall be maintained by the Campus CEO or Campus Human Resource Department.

2. Upon receipt of the authorization to hire which shall verify that all EEO and AA polices have been properly followed and budgetary resources are available, an employment agreement shall be issued by the Campus CEO, prepared by the Human Resource Department and provided to the successful applicant, unless the position is covered under collective bargaining agreement.

3. After acceptance of the terms of the employment agreement by the candidate, the Human Resource Department will take the actions needed to orient and review with the employee the various benefit plans available to him/her and process the necessary documents needed to enroll the employee.

The Chancellor, Vice Chancellor, Campus CEO, or Human Resource Director may also provide the new employee with the appropriate orientation of the University, its history and operations. Such orientation should be geared to the position which the new employee is assuming.

4. No employment commitment shall be made to any employee apart from the employment agreement and no employee shall be allowed to commence work until he or she has signed the employment agreement and returned it to the Human Resource Department at the campus.

Approved by Antioch
Board of Trustees - June 7, 1997

B. EMPLOYMENT

7. Core and Associate Faculty Evaluation Procedures (All campuses except Antioch College)

A. Roles and Responsibilities of Faculty

Guided by an understanding of the distinctive mission of the University, Antioch faculty recognize and accept the important responsibilities that comprise their positions. As teachers and advisors, Antioch faculty are committed to the value of both academic and experiential learning and they actively engage students in the pursuit of these values. They hold high standards for student performance and encourage students to be active in and responsible for their own learning. Antioch faculty recognize the critical role they play in maintaining the financial viability of their campus and accept the obligation to sustain their campus.

As Members of the University community as well as communities beyond the campus, Antioch faculty take seriously their obligation to be active and contributing participants in community life. As scholars and practitioners, Antioch faculty seek to make important contributions to their disciplines and professions by extending, transmitting and applying knowledge. Toward this end they are active contributors to their own professional development.

B. Evaluation Criteria

In appraising the service of a faculty member, an assessment will be made of the individual's overall effectiveness and contributions relative to their individual job description and the mission of the University. Although excellence in all of the six major areas of effort listed below represent the ideal goal, it is recognized that an individual's contribution may be greater in some areas than in others. These criteria are not rigid and are not weighed in any predetermined manner. The final judgment is a general one--a judgment concerning the individual's overall contribution to the academic program, the campus and the University.

1. Effectiveness as a teacher based on such things as: a.) knowledge and command of a subject; b.) preparation and organization of courses; c.) presentation of subject; d.) stimulation of student learning.
2. Effectiveness as an advisor based on such things as: a.) accessibility to students; b.) responsiveness to the social and economic needs of students; c.) effective communication of policies and procedures; and d.) the ability to guide student learning and development.
3. Contributions to the program. Campus and/or University based on such things as: a.) fulfillment of administrative responsibilities; b.) contributions to program development; c.) effective participation in the life of the University community; d.) maintenance and/or development of economically successful programs.

B. EMPLOYMENT

7. Core and Associate Faculty Evaluation Procedures - Continued

4. Contributions to communities beyond the campus based on such things as: a.) consulting activities; b.) community service activities and appointments; c.) service in professional organizations.

5. Contributions to the discipline and/or profession based on such things as: a.) professional publications or presentations; b.) professional exhibitions, performances, workshops; and, c.) reviewing or editing material for professional publication.

6. Contributions to one's own professional development based on such things as: a.) attending professional conferences, seminars, and workshops; b.) professional practice through which one's own competence is increased or renewed; and c.) professional reading and communication with peers for awareness of new developments in the field.

C. Evaluation for Re-appointment

The purpose of faculty review and evaluation is three-fold: to clarify the expectations of the University regarding faculty responsibilities and performance; to improve faculty performance through regular attention, encouragement and feedback; and to aid the institution in making re-appointment decisions.

1. Re-appointments to Contracts of One Year or Less

a.) Final decisions regarding re-appointments of one year or less will be made by the campus CEO; b.) these re-appointment decisions will be based on assessments of performance relative to the evaluation criteria specified in this policy and the financial ability of the University; and c.) assessments of performance shall be conducted by a process developed on each campus and may include assessments by program chairs, immediate supervisors, or faculty evaluation committees as well as faculty self-evaluations.

2. Re-appointments to Multi-year Contracts

a.) Faculty who have completed at least three years of continuous service are eligible to be considered for a multi-year contract. Service shall be considered to be continuous if the faculty member has been on an approved leave of absence of not more than two years; however, the time on leave will not count toward "years of continuous service"); b.) the final decision regarding a multi-year contract will be made by the Chancellor; c.) recommendations to the Chancellor for multi-year contracts will be made by the campus CEO. These recommendations must be received by March 1 and be grounded in evidence of exemplary performance by the faculty member and the fiscal health and stability of the program; and, d.) recommendations from the Provost must be accompanied by the following materials: An evaluation dossier containing a complete professional resume' and set of evaluation materials including self-evaluations and supporting documentation for each of the criteria, a recommendation from the faculty member's immediate supervisor and a positive recommendation from a faculty evaluation committee. The composition of this committee and the duration of membership shall be determined locally.

B. EMPLOYMENT

7. Core and Associate Faculty Evaluation Procedure Re-appointments to Multi-year Contracts - Continued

D. Appeals

Faculty have the right to appeal negative re-appointment decisions in accordance with established grievance procedures.

E. Record keeping

The following material pertaining to the process of evaluation and re-appointment will be placed in the faculty Human Resource file maintained on the campus: a.) Summaries of performance review conferences together with the faculty member's responses; b.) Recommendations of faculty evaluation committees; c.) Written reports of appeals processes; and d.) Other information relevant to the evaluation criteria at the discretion of the CEO.

F. Miscellaneous

This evaluation procedure has been established for the benefit of the University and its faculties. It is not intended to create any expectation of continued employment nor in any way limit the right of the CEO or Chancellor to make employment decisions in the best interests of the University.

Approved by Antioch
Board of Trustees - June 7, 1997

B. EMPLOYMENT

8. Employment Classifications

A. The Federal Fair Labor Standards Act and U.S. Department of Labor regulations determine wage and overtime requirements for all employees who are considered nonexempt from their provisions. In short, nonexempt employees are all those to whom the University must pay wages and overtime according to law.

1. Exempt employees are all those who are not covered by the law. In most cases, an exempt employee is anyone who is an executive, manager, administrator, supervisor, professional or faculty.

2. The law contains a series of guidelines through which determinations of exempt or nonexempt classifications are made. Each classification is also subject to legal interpretation and review. It is imperative that any new position be accurately and clearly defined as exempt or nonexempt.

Therefore, the responsibility for confirming each employee's classification as exempt or nonexempt shall be the responsibility of the Human Resource Director on each campus.

3. If anyone within the University has a question about a specific employee classification or needs clarification on any employee classification, he or she should be immediately referred to the campus Human Resource Director.

4. All University officers, managers, and supervisors have a duty of strict compliance with this policy. Failure to do so could lead to time-consuming and unnecessary legal review of the University's employee classification and employment practices.

5. Employees paid on the bi-weekly payroll will be paid every other Friday and employees on the monthly payroll will be paid on the last day of each month.

B. The following shall govern the classifications of employment recognized by Antioch University:

1. Teaching/Core Faculty - Employees hired to devote half-time or greater effort to teaching scheduled courses, advising students and/or performing other assigned academic activities in a manner prescribed by the University and its officers. Such employment shall be exempt from the overtime provision of the Fair Labor Standards Act and receive compensation on the monthly payroll.

2. Associate Faculty - Employees hired to devote less than half-time effort to teaching scheduled courses, advising students and/or performing other assigned academic activities in a manner prescribed by the University and its officers. Such employment shall be exempt from the overtime provisions of the Fair Labor Standards Act and receive compensation on the monthly payroll. Being employed less than half-time, employees shall not be eligible for any of the employee benefits offered regular faculty.

Approved by Antioch
Board of Trustees - June 7, 1997

B. EMPLOYMENT

8. Employment Classifications - Continued

3. Adjunct Faculty - Employees hired to teach scheduled courses during a specified academic term in a manner prescribed by the University and its officers. Such employment shall be exempt from the overtime provision of the Fair Labor Standards Act and receive compensation on the monthly payroll or during the period in which services are provided. As a part time employee, individuals are not eligible for any of the employee benefits offered regular faculty.

4. Administration - Employees hired in a managerial position to fulfill the needs of the University. This category shall include individuals responsible for management of departments, high level campus executives and the executives retained by the University. Such employment shall be exempt from the overtime provision of the Fair Labor Standards Act and receive compensation on the monthly payroll. These employees may be either full time or part time and benefits shall be assigned based on the percentage of time specified in their employment agreement.

5. Administrative Associates - Employees that have been hired to assist an administrative employee and who perform office work relating to management or general business operations where discretion and independent judgement is regularly exercised by the employee. Such employment shall be exempt from the overtime provision of Fair Labor Standard Act and receive compensation on the monthly payroll. These employees may be either full time or part time and benefits shall be assigned based on the percentage of time specified in their employment agreement.

6. Salaried Staff - Employees hired to perform services as required by faculty and administrative employees of the University. As established by the Fair Labor Standards Act, these individuals are considered non-exempt and are covered by the overtime provisions and receive compensation on the biweekly or monthly payroll. These employees may be either full time or part time and benefits shall be assigned based on the percentage of time specified in their employment agreement.

7. Union Staff - Employees at Antioch College and The McGregor Graduate School whose employment is covered by a collective bargaining agreement to perform services required by the University. All aspects of employment and pay practices shall be governed by the collective bargaining agreement which must be approved in accordance with the authority delegated by the Board of Trustees.

8. Temporary Staff - Employees hired on a temporary basis to perform services required by the University. Although employees are covered by the overtime provision of the Fair Labor Standards Act, compensation is payable only for hours worked. As temporary hourly employees, individuals are not eligible for any employee benefits offered regular staff and shall receive compensation on the biweekly payroll.

9. Student - Registered students of the University, funded by institutional funds and retained to provide support services. They are to be paid on the student biweekly payroll.

B. EMPLOYMENT

8. Employment Classifications - Continued

10. FWSP Student- Registered students of the University employed under the Federal Work Study Program. All FWS participants are to be paid on the student biweekly payroll and must be approved by the Campus Financial Aid Office prior to issuance of initial payment. Maximum earning limits apply to these positions and FWSP students are not eligible for certain employee benefits.

11. Volunteer - Although not employees, volunteers must be officially sanctioned by the Campus where they are donating their time or by the Central Administration.

Approved by Antioch
Board of Trustees - June 7, 1997

EMPLOYMENT

9. Employment Agreements

- A. All employees of the University (other than temporary staff and those employees covered under collective bargaining agreements and tenured faculty members at Antioch College) shall be employed by written contracts of a specified duration which shall not exceed two years.
- B. Normally, employment agreements shall be issued for one school year or less.
- C. All employment agreements shall be written to terminate as of June 30.
- D. Except as otherwise expressly provided in these policies, employees shall have no expectancy of employment beyond the term of their written agreements.
- E. No employee should be permitted to perform services on behalf of the University until his or her employment agreement is executed and returned to the Human Resource Department of the campus.
- F. All University employment agreements shall be prepared by the Human Resource Department on each campus using model appointment letter formats and executed by the Campus CEO.
- G. Employment agreements for adjunct faculty shall be executed by the Campus CEO of the respective campus.

Approved by Antioch
Board of Trustees - June 7, 1997

B. EMPLOYMENT

9a. Re-employment of Faculty

- A. Upon action by the Campus President (or 'CEO'), the Human Resources Director on each campus shall notify Core Faculty members of nonrenewal or non-reappointment of their contracts beyond the current contract term. Such notice shall be given within the following timeframes:
1. In the case of those faculty members who have been continuously employed as Core Faculty for two academic years or less, not later than April 30 of the last year of the contract;
 2. In the case of those faculty members with single year contracts who have been continuously employed as Core Faculty for more than two academic years, not later than the last day of the contract. Such Core Faculty shall then be employed during the next academic year on a terminal year agreement or given one year of severance pay in lieu thereof.
 3. In the case of those faculty members with multiple year contracts who have been continuously employed as Core Faculty for more than two academic years, not later than 12 months prior to expiration of the contract.
- B. In the event that notice, as provided in the preceding paragraph, is not timely given, a Core Faculty member shall be deemed to have had his or her current employment agreement extended for the next academic year or shall receive severance pay in lieu thereof.
- C. Notification as required by this Policy shall be deemed to have been given on the day it is sent to the faculty member's University email address, delivered to the Faculty member's residence or personally served on the faculty member or three business days after it is mail to the Faculty member by ordinary or certified mail.
- D. Following an initial appointment, re-employment agreements will be written to terminate as of June 30.
- E. This policy shall not apply to Antioch College Faculty, Associate Faculty, Adjunct Faculty or to non-teaching employees of the University. Associate and Adjunct Faculty appointments expire by their terms in accordance with the Letter of Appointment or contract issued to them. Therefore, no notice of their expiration is required.

Termination of Contracts for Cause

- A. Upon the action of the Campus President, the University may suspend for a specified time, or until specified conditions have been met, or terminate any appointment prior to the expiration of its term for any of the following reasons:
1. Failure to perform professional duties: Such suspension or termination shall be based on neglect of duties or refusal or continued failure to satisfactorily properly perform such duties. The reasons for the suspension or termination must directly and substantially relate to the appointee's role as faculty, administrator or staff.

Approved by Antioch
Board of Trustees – October 25, 2008

B. EMPLOYMENT

9a. Re-employment of Faculty – Continued

2. Gross personal misconduct. Such suspension or termination shall be based on gross personal misconduct or a crime involving moral turpitude. Gross personal misconduct

shall include a violation of those norms of behavior that are minimally necessary for carrying out professional responsibilities, which violate professional ethical standards applicable to the faculty member or program taught, or which are contrary to the community standards of honesty, justice and good morals so as to impugn the integrity or reputation of the University. Provided, however, that actions taken under this section shall not be contrary to the University's policy on academic freedom.

Termination of Contracts for Budget Curtailment and Programmatic Changes

Because many external forces can affect the enrollment in a program and its fiscal viability, it may become necessary to reduce the faculty size for budgetary reasons prior to expiration of the current employment contract. Also, in order to meet the needs of our students and prospective students and to stay competitive, it is often necessary to make programmatic changes. Those programmatic changes may require changes in faculty and elimination of current faculty positions. In order to insure flexibility and viability while also protecting the interests of the faculty member, written notice of termination shall be provided as follows:

1. In the case of those faculty members who have been continuously employed as Core Faculty for two academic years or less, not later than April 30. Such employees will, nonetheless be employed through the end of the academic year in which the notice is received or given severance pay in lieu thereof.
2. In the case of those faculty members who have been continuously employed as Core Faculty for more than two academic years, not later than June 30. Such Core Faculty shall then be employed during the next academic year on a terminal year agreement or given one year of severance pay in lieu thereof.

B. EMPLOYMENT

9b. Employment of Relatives

It is Antioch University's policy to limit personal employment relationships that could expose any of its employees to a situation that could lead to real or perceived conflicts of interest and personal favoritism.

Definition of Relatives

For the purposes of this policy, relatives include spouses, domestic partners, parents, children, siblings, in-laws, grandparents, grandchildren, aunts, uncles, cousins, step-relative, or any individual with whom an employee has an emotionally close relationship.

Employment of Relatives

Relatives of current employees generally are considered for employment on the basis of their qualifications. However, where the hiring or employment of a worker's relative would result in the types of prohibited employment relationships identified below, the university will not consider or accept such applications for employment.

Offers of employment to any member of a campus President's family must be approved by the Chancellor.

Prohibited Employment Relationships

The hiring of relatives is prohibited in the following situations:

A supervisor/subordinate relationship would exist between a relative and an employee. If a direct supervisory or managerial relationship would be established, relatives of a currently employed worker cannot be considered as an applicant for the open position.

The employment of a relative would create an actual conflict of interest or the appearance of a conflict of interest. For example, this policy bars the hiring or employment of an employee's relatives in any position that has an auditing or control relationship to the employee's job.

Marriages or Relationships Between Employees

Employees who marry or establish an emotionally close relationship can continue in their current positions as long as a prohibited employment relationship is not created. If one of the prohibited situations does occur, attempts will be made to find another position within the university to which one of the employees can transfer. All practical efforts will be made to arrange such a transfer at the earliest possible time. If accommodations of this nature are not feasible, the employees will be permitted to determine, within 90 days, which of them will resign.

Covered Employment Classifications

This policy applies to hiring and employment decisions affecting all job classifications, including regular, part-time, and secondary positions. These restrictions also are applicable when assigning, transferring, or promoting an employee.

Enforcement of Policy

All questions and issues relating to this policy should be addressed to the Director of Human Resources. Employees who become subject to this policy's provisions due to marriage or commencement of a close personal relationship must inform their supervisor or the Director of Human Resources as soon as practical. All decisions and personnel actions taken as a result of this policy must be reviewed and approved by the Chancellor and the Board of Trustees.

B. EMPLOYMENT

10. Employee Evaluations

- A. All employees of the University, except employees who are officers of the corporation and are evaluated annually by the Compensation Committee of the University Board of Trustees, shall have their job performance evaluated at least annually by their immediate supervisor.
- B. The evaluation will be completed by the supervisor and reviewed with the employee after which a copy of the evaluation shall be placed in the employee's personnel file.
- C. Each Campus of the University may adopt procedures and forms for the employee evaluation.
- D. Forms and procedures adopted by the campus must be reviewed and approved by the Human Resource Director on each campus as well as by the Vice Chancellor of the University.
- E. All employee evaluations shall be completed by April 30 of each fiscal year.

B. EMPLOYMENT

11. Human Resource Records

A. Employees have the right of access to personal information in their University or Local personnel files. The University recognizes the right of each employee to correct inaccurate information and express disagreement with information in his or her files.

B. Internal access to personnel files will be strictly limited to those University employees with a clear "need to know." No information, except verification of employment shall be released to outside persons or organizations without the employee's written authorization unless disclosure is required by subpoena or court order or is necessary to meet other legal obligations of the University.

C. Each campus Human Resource Department shall establish and maintain a personnel file for every employee. These files shall contain (1) all information that is related to initial hiring, (2) employment agreements, (3) materials pertaining to workers compensation and/or unemployment compensation, (4) notices of suspension or termination, (5) leaves of absence, (6) necessary materials related to compensation and benefits, (7) annual employee evaluations, (8) letters of recommendation or other recognition of performance, (9) attendance records, (10) vacation and sick leave usage records, (11) notice of disciplinary actions, and (12) any other data related to employment.

D. No materials placed in any personnel file will be later removed from the file or destroyed without the express authorization of the Human Resource Director on each campus.

E. When employment terminates, the employment file shall be retained at the local campus according to the requirements of applicable state and federal law.

B. EMPLOYMENT

12. Problem Resolution Grievance Procedures and Appeals

A. The first step in resolving an employment problem shall be at the local level. In order to promote the orderly resolution of workplace problems, each campus shall have a published Human Resource procedure setting forth the process to be followed with respect to employment problems encountered by an employee not in a recognized bargaining unit.

B. Problem resolution procedures shall define the right of an employee to present any complaint arising from a departure from a Local Policy, a University Policy (where applicable) or a violation of his/her employment agreement.

C. Normally the last step of the problem resolution procedure shall be with the CEO responsible for the operation in which the individual is employed. The decision made at that level shall be considered final.

D. Appeals of campus decisions may be made to the Chancellor only after established problem resolution procedures at the campus level have been fully exercised.

E. Appeals to the Chancellor must be made in writing.

F. The Chancellor or his designee will consider only those appeals where there is a claim that:

1. there are newly discovered, relevant facts not previously considered in the appeal process;
2. there were procedural errors or omissions in processing the grievance at the campus level; or
3. the decision being appealed is not consistent with University Human Resource Policy.

G. On any appeal, the Chancellor may:

1. affirm the previous decision of the Vice Chancellor or Campus CEO; or
2. reverse the previous decision of the Vice Chancellor or Campus CEO; or
3. return the appeal to the Vice Chancellor or Campus CEO for further consideration, with his/her comments or recommendations.

H. Should the Chancellor reverse or affirm the previous decision of the Vice Chancellor or Campus CEO, the Chancellor's decision will be final.

I. Should the Chancellor return the appeal to the Vice Chancellor or Campus CEO for further consideration, the decision of the Vice Chancellor or Campus CEO will be final.

J. This policy shall not apply to employees in a recognized bargaining unit.

B. EMPLOYMENT

13. Disciplinary Procedures including Termination of Employment

A. The immediate supervisor, with the prior review and approval of his/her Chancellor, Vice Chancellor or Campus CEO, shall have the authority to discipline and/or suspend an employee for cause for up to three days.

B. The authority to discipline an employee in excess of a suspension of three days or to terminate an employee shall rest with the Chancellor, Vice Chancellor, or Campus CEO responsible for the operation in which the individual is employed.

C. Any disciplinary action taken against an employee will be documented in writing and placed in the employee's personnel file.

D. This policy shall not apply to employees in a recognized bargaining unit.

B. EMPLOYMENT

14. Temporary Layoffs and Recall

- A. If it becomes necessary to effect a temporary layoff, employees shall be provided written notice in accordance with the terms specified in his/her employment agreement.
- B. The selection of the individual employee to be laid off shall be based on the needs of the University.
- C. An employee on layoff shall:
 - 1. maintain the same life and medical coverage for up to 90 days, or the end of the employment agreement, whichever is shorter;
 - 2. not accumulate vacation or sick leave;
 - 3. not receive holiday pay for any holiday that occurs during the layoff period; and
 - 4. be entitled to pay for all accrued vacation time remaining as of the date of layoff.
- D. The continuation of benefits and rights to recall shall not extend any longer than the term of the existing employment agreement.
- E. This policy shall not apply to employees in a recognized bargaining unit.

C. EMPLOYEE BENEFITS

30. Group Insurance

A. The Human Resource Department shall advise each newly hired employee of his or her eligibility, if any, to participate in any Antioch University Group Insurance Program.

B. All participants shall be given a copy of the program booklet which contains detailed descriptions of the benefits provided.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

30a. Benefit Eligibility

Only employees who meet the following conditions shall be deemed eligible for employer provided benefits as participants.

1. Those employees employed by the Employer on a regular, full-time basis of at least 75% time for at least nine (9) months of the year.
2. Eligible employees must complete the required enrollment paperwork within the appropriate deadlines for coverage to be activated.

C. EMPLOYEE BENEFITS

31. Retirement Plan

A. The University will provide all eligible employees with retirement benefits through a plan with Teachers Insurance and Annuity Association and/or College Retirement Equities Fund (TIAA/CREF).

B. It shall be the responsibility of the Human Resource Department on each campus to advise each employee of eligibility, if applicable, to participate in the Antioch University TIAA/CREF Retirement Plan.

C. Upon date of eligibility, Antioch University shall remit premiums under a defined contribution (money purchase) plan upon receipt of necessary application forms. Individual annuity contracts shall be issued to each participant by Teachers Insurance and Annuity Association (TIAA) and/or College Retirement Equities Fund (CREF), these contracts shall be fully vested, fully funded, non-cashable individual annuity contracts.

D. Contributions shall be as a percent of salary in accordance with the plan document and as defined in the employee's employment agreement.

E. An employee may withdraw cash accumulations from their TIAA/CREF account if they are at least 55 years old and have terminated employment. TIAA traditional annuity accumulations may be received only through the transfer payout annuity in equal payments over a 10 year period.

C. EMPLOYEE BENEFITS

32. Holidays

A. The Human Resource Department on each campus shall advise employees as to specific paid holidays, if any, during each term of employment. These days shall be designated within the employee's employment agreement.

B. This policy shall not apply to employees in a recognized bargaining unit.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

33. Vacation

A. The Human Resource Department on each campus shall annually advise each employee as to the specific amount of vacation time available. The amount of time and, where necessary, the terms and conditions for usage shall be included within the employee's employment agreement

B. It is the University's policy that vacations must be taken during the contract year in which it is earned*; and consequently, employees shall not receive pay in lieu of vacation.

C. Vacation time may not be accumulated from one contract year to another.

D. Upon layoff or termination, employees will be paid for any prorated and earned, but unused, vacation.

E. Final paychecks will also reflect deductions for any unearned vacation taken.

F. This policy shall not apply to employees in a recognized bargaining unit.

* unless state law requires otherwise.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

34. Sick Leave

A. The Human Resource Department on each campus shall advise each employee as to the specific amount of sick leave time available, if any, during each term of employment. The amount of time and, where necessary, the terms and conditions for usage shall be included within the employee's employment agreement.

B. Sick leave is granted only when an employee is unable to render service because of sickness or disability or through the provisions of the Family and Medical Leave Act Policy, unless such leave is otherwise defined by local policy or procedure.

C. An employee is to notify his/her supervisor as far in advance as possible, but in no case later than one (1) hour after the time the employee ordinarily reports to work.

D. Medical evidence may be requested for any time claimed as sick leave. The employer will notify the employee in writing when a pattern of sick leave abuse has been detected.

E. The University shall reserve the right to not pay for sick leave when it has reason to believe the privilege is abused. Abuse of the sick leave privileges may be cause for termination.

F. Any employee unable to return to active employment after exhausting his or her available family and medical leave, available sick leave and/or vacation time shall have no further employment rights with Antioch University.

G. An employee may request a leave of absence for medical reasons, but in no case shall an employee be permitted to take sick leave or vacation time not yet earned.

H. Availability of disability benefits provided by the group plan shall be described in the program booklet and information on Social Security Disability may be obtained at any Social Security Office.

I. This policy shall not apply to employees in a recognized bargaining unit.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

35. Bereavement Time

A. In the event of the death of a relative, an employee will be allowed time off with pay as follows:

1. Member of immediate family*: up to 3 days
2. Other relatives: up to 1 day

B. This policy shall not apply to employees in a recognized bargaining unit.

*Immediate family shall be defined as: Mother, Father, Step Parent, Spouse or Domestic Partner, Child, Step Child, Brother, Sister, Mother-In-Law, Father-In-Law.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

36. Jury Duty

- A. Employees called for jury duty shall, upon notifying their supervisor, be excused from work on the dates required to serve.
- B. Employees called to serve as jurors will be paid the difference between their regular rate of pay and pay received for services as a juror.
- C. During the period of jury duty, the employee is expected to report to work when possible (i.e., when jury duty doesn't last all day).
- D. This policy shall not apply to employees in a recognized bargaining unit.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

37. Leave of Absence

- A. An employee of Antioch University may request a leave of absence through his/her supervisor. If a leave of absence is approved by an employee's supervisor, this request should be forwarded to the Human Resource Department.
- B. Approval shall be granted only after full consideration has been given to the needs of the University and the reason for the request. Such a leave will be considered a modification to the current employment agreement with Antioch University and shall not extend the contract period of employment.
- C. While on leave of absence, the employee will not receive any compensation nor shall vacation or sick leave accrue.
- D. The full cost of all employee benefit premiums shall be paid by the employee during the first year of an approved leave or coverage shall be waived. If the leave is continued beyond the first year, the employee may continue benefits under COBRA.
- E. Any employee who does not return to active employment on the specified date shall have no further employment rights with Antioch University.
- F. This policy shall not apply to employees in a recognized bargaining unit.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

39. Military Leave

(Policy to be developed by the Administration.)

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

40. Tuition Remission

- A. Full-time employees shall be eligible for 100% tuition remission in undergraduate programs in the event that they attend any campus of Antioch University and 100% tuition remission in master's level programs at their campus.
- B. Spouses, domestic partners or dependent children under the age of 25 of full-time employees shall be eligible for 100% tuition remission in undergraduate programs in the event that they attend any campus of Antioch University.
- C. Spouses, domestic partners or dependent children under the age of 25 of full-time employees attending the employee's campus of Antioch University are eligible for 50% tuition remission in master's level programs.
- D. Full-time employees, their spouses, domestic partners or dependent children under 25 shall be eligible for 50% tuition remission in master's level program in the event that they attend any campus of Antioch University other than the campus of the University in which the employee is employed.
- E. Part-time employees shall be eligible for a prorated reduction of tuition reflective of the amount of time worked (i.e., those working half-time will be entitled to a 50% tuition reduction benefit) in undergraduate programs and to a reduction reflective of half the amount of time worked (i.e., those working half-time will be entitled to 50% reduction) in master's level programs in the event that they attend their Antioch University campus.
- F. Full-time employees shall be eligible for a 50% tuition remission in doctoral level programs offered by the University.

The following conditions apply:

- G. Tuition benefits will be applicable to enrollment after one year of employment.
- H. Tuition benefits shall be limited to a maximum of five full-time student equivalent years, per eligible employee, spouse, domestic partner, or dependent child under the age of 25.
- I. The study schedule of employees must be approved by their supervisors, the campus Human Resources Director and the campus President. Approval, including credit limits per semester, will only be granted if the study schedule can be accommodated without interference with the operations of the University or the employee's campus. Campus Presidents have the authority to limit the number of employees, spouses, domestic partners or dependent children under the age of 25 receiving this benefit in any given fiscal year if warranted by budgetary or capacity constraints. Should limits become necessary, those employees who do not receive the benefit shall be placed on a first-come, first-served basis waiting list.
- J. Employees, their spouses, domestic partners or dependent children attending Antioch must pay all costs, other than those normally and customarily covered by tuition, and/or all costs related to a student's program incurred by the university for the purchase of services from external sources.

Approved by Antioch
Board of Trustees – October 23, 2003

C. EMPLOYEE BENEFITS

40. Tuition Remission - continued

- K. Enrollments shall be subject to all regular admissions and registration requirements.
- L. Tuition benefits for employees, their spouses, domestic partners or dependent children shall not extend beyond the effective date of termination of employment by the eligible employee. Benefits to the surviving spouses, domestic partners or children of deceased employees shall be at the discretion of the campus President with the approval of the Chancellor.
- M. The employee must apply to the Human Resources Department for participation in any Antioch program by January 1 preceding the academic year. This application is necessary so that funding can be included, as approved, in the campus budget for the next fiscal year (see I. above).
- N. Tuition benefits will not be applicable for any program other than an Antioch University Program.
- O. Auditing privileges shall be generally available, without cost, to employees, their spouses, domestic partners and dependent children, subject to capacity and the approval of supervisors and the campus President.
- P. For purposes of this policy, a dependent child must be under the age of 25 at the start of the academic term and must have been claimed as a dependent on the most recently filed Federal Tax Return by the employee.
- Q. Any exceptions to this policy (e.g., a waiver in exceptional circumstances, etc.) must be approved by the Chancellor, upon the recommendation from the employee's campus President.
- R. This policy shall become effective January 1, 2003.

Approved by Antioch
Board of Trustees – October 23, 2003

C. EMPLOYEE BENEFITS

41. Family and Medical Leave Act Policy

All employees of Antioch University, are eligible to apply for a leave under The Family Medical Leave Act (FMLA) of 1993.

A. Family and Medical Leave may not exceed a total of twelve (12) work weeks during any twelve (12) month period and is available for one or more of the following reasons:

1. for the birth of a child and to care for the newborn;
2. for the placement of a child for adoption or foster care;
3. to care for the employee's seriously ill parent, spouse, domestic partner, or child; or,
4. when the employee's own serious health condition makes the employee unable to work.

B. To be eligible to take a leave under the FMLA, the employee must have worked for at least twelve (12) months and for at least 1,250 hours for the University during the year preceding the start of the FMLA leave.

C. The employee must request the leave as far in advance as possible. At least 30 days advance notice will be required for any planned medical treatment or for the planned birth or adoption of a child. In cases of medical emergencies, notice may be given in person or by phone within one or two days, and may be given by the employee's spouse, domestic partner or another family member.

D. In cases where an employee requests an FMLA leave to care for a seriously ill family member, or to care for the employee's own serious illness, the employee will be required to provide medical certification from a health care provider. Certification must be provided in a timely manner, usually within 15 calendar days. If there are any questions as to the adequacy of a medical certification, a second medical opinion, at Antioch's expense, may be required.

E. An employee may request an FMLA leave for 12 consecutive calendar weeks or an intermittent leave or a reduced work schedule. An intermittent leave or reduced work schedule will be prorated based on actual time taken and will not exceed the equivalent of 12 calendar weeks.

F. An FMLA leave is generally unpaid. However, the Antioch employee will be required to utilize all accrued but unused paid leave time available under any Antioch leave plan for which the employee is eligible. This includes all policies for vacation, sick leave, and any other available leave.

G. The maximum length of an FMLA leave, both paid and unpaid, shall not exceed 12 calendar weeks. Additional paid leave time shall not continue to accrue while an employee is on an approved FMLA leave. Further, employees shall not receive pay for any holiday that occurs during the period of the approved FMLA leave.

Approved by Antioch
Board of Trustees - June 7, 1997

C. EMPLOYEE BENEFITS

41. Family and Medical Leave Act Policy - Continued

H. During an approved FMLA leave the employee will continue eligibility for all group benefit programs to which he/she was entitled during the previous 12 months as an active employee.

H. All employer paid benefit premiums will continue during the approved FMLA leave. The employee may be required to reimburse the University for the employer paid premiums if the employee is able to return to work at the end of an FMLA leave but fails to do so. However, the full cost of all employee paid benefit cost-sharing premiums shall be paid by the employee during the period of an approved FMLA leave.

J. Any group plan coverage that requires an employee premium will be canceled if such premium payments are more than 30 days late. If any coverage is canceled, upon return to active employment the employee will be required to reapply for benefits. All benefit plan provisions pertaining to requirements of application within 30 days, the effective date of coverage and completion of a statement of health shall apply.

K. When an employee returns from an approved FMLA leave, he/she will be returned to the same position held before going on leave, or to an equivalent position with the same pay, benefits, and other terms and conditions of employment.

L. The employee will be expected to provide periodic reports while on an FMLA leave regarding the employee's status and intent to return to work. Any employee who does not return to active employment at the expiration of the FMLA leave shall have no further employment rights with Antioch University.

M. Any employee with questions regarding their eligibility for an approved leave under The Family and Medical Leave Act of 1993 is encouraged to contact the Human Resource Department on their campus.

Approved by Antioch
Board of Trustees - June 7, 1997

D. GENERAL POLICIES

58. University Drug and Alcohol Policy

As required by the federal Drug-Free Schools and Communities Act of 1990 and the Drug-Free Workplace Act of 1988, Antioch University prohibits the illegal possession, use or distribution of illicit drugs and alcohol by students and employees on its property or as part of any of its activities. Such conduct will result in disciplinary sanctions up to and including expulsion, termination of employment and/or referral for prosecution.

A. Since Antioch University is a recipient of funding from the federal government, all students and employees are required by federal law to abide by this prohibition as a condition of their enrollment or employment at Antioch.

B. In addition, each employee is required to notify his or her supervisor within five days of any conviction for violation of any criminal drug statute occurring in the workplace.

C. In the case of an employee, the University will notify all federal contracting or granting agencies of such conviction within ten days after receiving notice thereof. Any employee or student convicted under a criminal drug statute for conduct in the workplace will be subject to any one of the following:

1. participation in a drug rehabilitation program approved by Antioch;
2. suspension, without pay, from employment until satisfactory progress has been made in a drug rehabilitation program; or
3. immediate dismissal from enrollment or employment at Antioch.

D. Each campus of the University will develop for approval by the University Board of Trustees appropriate local policies and procedures consistent with and in furtherance of this policy. Such local policies, which will be distributed annually to employees and students along with this policy, will include at a minimum the following:

1. a statement of the prohibition, requirements, and possible sanctions contained in the University Drug and Alcohol Policy;
2. a description of the applicable legal sanctions under state and local law for the unlawful possession or distribution of illicit drugs and alcohol;
3. a description of the health risks associated with the use of illicit drugs and the abuse of alcohol; and
4. a description of any drug or alcohol counseling, treatment or rehabilitation or re-entry programs that are available to employees or students.

Approved by Antioch
Board of Trustees - June 7, 1997

D. GENERAL POLICIES

59. University Sexual Offense Policy

As required by the Higher Education Reauthorization Act of 1992, each campus of the University shall develop and distribute as a part of its Annual Campus Security Report, a policy regarding its sexual offense programs, aimed at the prevention of sexual offenses and a statement of the procedures to be followed when sexual offenses occur on campus.

The Sexual Offense Policy for each campus shall address the following:

- A. Education programs to promote the awareness of rape, acquaintance rape, and other sex offenses.
- B. Possible sanctions to be imposed following the final determination of an on-campus disciplinary procedure regarding rape, acquaintance rape, or other sex offenses, forcible or non forcible.
- C. Procedures students should follow if a sex offenses occurs, including who should be contacted, the importance of preserving evidence as may be necessary to the proof of criminal sexual assault, and to whom the alleged offense should be reported.
- D. Procedures for on-campus disciplinary action in cases of alleged sexual offenses, which shall include a clear statement that:
 - 1. the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding;
 - 2. both the accuser and the accused shall be informed of the outcome of any campus disciplinary proceeding brought alleging a sexual offense.
- E. Informing students of their options to notify proper law enforcement authorities, including on-campus and local police, and the option to be assisted by campus authorities in notifying such authorities, if the student so chooses.
- F. Notification of students of existing counseling, mental health, or student services for victims of sexual offenses, both on campus and in the community.
- G. Notification of students of options for, and available assistance in, changing academic and living situations after an alleged sexual offense incident, if so requested by the victim and if such changes are reasonably available.

Approved by Antioch
Board of Trustees - June 7, 1997

D. GENERAL POLICIES

60. Sexual Harassment

Antioch University reaffirms that it is the policy and intent of the institution that all employees be free from sex discrimination in the form of sexual harassment. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment and/or student/faculty relationship.

A. Antioch University respects and defends the position that sexuality is integral to the total person and that the practice of using sex as a means of discrimination or as a commodity is destructive.

B. Sexual harassment is a means of exploitation that dehumanizes the individuals involved. Sexual harassment is understood to include a wide range of behaviors, from the actual coercing of sexual relations to the unwelcomed emphasizing of sexual identity. It refers to behavior which is not welcome, which is personally offensive, which undermines morale and which therefore interferes with the work effectiveness of its victims and their co-workers. This definition does not impinge on standards of mature behavior, academic freedom, or freedom of expression.

C. Harassment on the basis of sex is prohibited by Federal Law. Sexual harassment in the employment context is defined in the interim regulations published by EEOC in the following manner:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment (2) submissions to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

D. Individuals who feel that they have been sexually harassed should contact the Campus CEO or designee. If there are reasons why it would be inappropriate to contact the Campus CEO or designee, an individual may contact the Chancellor or Vice Chancellor. Complaints about sexual harassment will be responded to promptly and equitably.

E. The rights to confidentiality of all members of the University community will be respected in both informal and formal procedures insofar as possible.

F. There will be no reprisal or retaliation against individuals for bringing good faith complaints of sexual harassment or reprisal against any individual accused and found not to be in violation of this policy.

D. GENERAL POLICIES

60. Sexual Harassment - Continued

G. Formal procedures will not be initiated without a written signed complaint.

H. An individual found to be in violation of the University policy on sexual harassment will be subject to appropriate sanctions depending on the circumstances, from a warning in his or her file up to and including termination.

I. The Human Resource Department on the campus has responsibility for monitoring compliance with Title VII and other applicable laws for their campus.

J. Any individual who feels that a sexual harassment complaint has not received prompt and fair treatment should contact the Campus Human Resource Director.

D. GENERAL POLICIES

61. Tenure

No employee of Antioch University shall be granted tenure unless approved by the Board of Trustees upon the recommendation of the College President .

Approved by Antioch
Board of Trustees - June 7, 1997

D. GENERAL POLICIES

64. Overtime/Compensatory Time

- A. In accordance with the Fair Labor Standards Act, as amended, all non-exempt employees shall be paid overtime for all hours worked in excess of 40 hours in the standard work week.
- B. Time and one-half will be paid for all hours actually worked in excess of 40 hours in a work week, except in California where time and one-half will be paid for all hours actually worked in excess of 8 hours in any one work day.
- C. Overtime must be approved in advance by the employee's immediate supervisor.
- D. At the discretion of the supervisor, compensatory time off may be approved instead of authorizing overtime pay, provided it is taken in the same pay period in which the overtime hours are worked. Under no circumstances may compensatory time be accumulated past the following pay period.
- E. Exempt employees are not covered by the Fair Labor Standards Act and shall not receive overtime compensation or compensatory time.
- F. This policy shall not apply to employees in a recognized bargaining unit.

D. GENERAL POLICIES

65. Salary Advances

A. All employees of Antioch University shall receive compensation for services rendered in accordance with the established payroll schedule.

B. The University shall not approve any employee request for advance payment of earnings.

D. GENERAL POLICIES

66. Conflict of Interest

(Policy to be developed by the Administration.)

D. GENERAL POLICIES

67. Copyrights and Inventions

(Policy to be developed by the Administration.)

D. GENERAL POLICIES

68. Faculty Exchange

It is the policy of Antioch University to encourage the exchange of faculty between the various programs and units of the University. The CEOs of the involved Campuses, with the approval of the Chancellor, shall coordinate all exchange activities. Requests for exchange may originate from a program administrator or from individual faculty. It is anticipated that the advantages accruing to the University through implementation of this policy will be threefold:

1. to enlarge, for every unit in the University, the pool of available faculty;
2. to provide an opportunity for cooperative University-wide planning that will maximize our human resources by facilitating the movement of faculty to those areas of the University where their services may be urgently required;
3. to provide an opportunity for faculty to participate in the varied educational enterprises of the University.

The costs of faculty exchange shall be negotiated by the CEOs of the Campuses involved.

Approved by Antioch
Board of Trustees - June 7, 1997

D. GENERAL POLICIES

68a. Phased Retirement

Purpose

The Antioch University Phased Retirement Program (the “Program”) is designed to provide an opportunity for core faculty members to make an orderly transition to retirement through half-time (or equivalent) service. The goals of the program are to promote development of the core faculty in order to assure institutional viability and to provide additional flexibility to participants who are nearing retirement. A President’s request to have his/her campus participate in the program is contingent upon receiving the approval of the University Chancellor and ratification by the individual board of trustees of the respective campus.

Eligibility and Approval

1. The program is available only to full-time core faculty members. Part-time core faculty, associate faculty, adjunct faculty, and limited term or temporary faculty are not eligible for the program.
2. Participants must be at least 59.5 years of age and have a minimum of 10 years of full-time service at Antioch University.
3. Eligible faculty members can participate in the Program for a period of not less than one academic year nor more than three academic years.
4. A campus retains the right to designate departments and number of positions within departments that are eligible to participate in the Program. Eligible faculty members do not have an absolute right to participate in the Program. Campuses may limit participation in the Program based upon the needs of the academic program and the financial impact of the reduced work schedule on the institution.
5. An application to enter the Program must be made during the application period of January 1 through February 15 of each calendar year in order to begin participating in the program at the start of the next academic year. If multiple applicants apply from an eligible department, they will typically be considered on a first-come-first-served basis. However, once again, the application for participation may be denied based upon the academic needs of the department or the financial impact of the transition to part-time status.
6. Each campus will establish a written procedure for its application process depending on the internal administrative structure of that campus. Once the application has gone through the campus’ procedures, the application is subject to the approval of the campus’ chief academic officer, with final approval by the President.

Passed by the Board of Governors, June 2009, Resolution 6.6.09:13
Revised: December 17, 2009

D. GENERAL POLICIES

68a. Phased Retirement - Continued

7. If an eligible faculty member and the employing campus tentatively agree to the faculty member's participation and a mutual "work plan," the decision to enter or not enter the program rests with the faculty member. The final decision by the faculty member must be made within 30 days of the tentative agreement or the institution has the right to cancel the agreement.

8. Once made, a decision to enter the Program is binding.

Terms and Conditions

1. Upon entering the Program, eligible faculty members give up regular status. They terminate full-time employment and contract for a set period (not to exceed three academic years) for a half-time (or equivalent) service to their institution. Half-time service may consist of full-time work for one half of a year or half-time service in each of the campuses' academic terms. Conditions of the work period must be detailed and agreed upon by all parties prior to entering a final agreement of participation.

2. Participation in the program is voluntary. Therefore, as a condition to entering the program, the University will require a release of claims, including age discrimination claims.

3. Participating faculty members receive a salary equal to fifty percent (50%) of the full-time salary they received immediately prior to part-time work schedule. In addition, compensation paid during the year will be paid over 12 months, irrespective of the pattern of duties under the faculty member's work plan. Participating faculty members will receive pro-rated salary increases during their participation based on the increases provided to full-time faculty.

4. Participating faculty members will receive the same employer-provided benefits, including TIAA-CREF contributions, as they received during full-time employment. For example, faculty members will receive the same health benefits as are received for full-time employment. Institutional contributions to the retirement program will be based upon the half-time salary received while in the program.

5. Participating faculty members will be eligible, at their discretion, to annuitize or withdraw funds from their TIAA-CREF accounts.

General Provisions

1. Nothing in the Program precludes a participating faculty member from terminating his or her employment during the duration of the agreement.

2. A President may petition the University Chancellor at the request of a participating faculty member in the Program to terminate the agreement and return to full-time status. The ruling of the Chancellor is not subject to appeal.

Passed by the Board of Governors, June 2009, Resolution 6.6.09:13

Revised: December 17, 2009

D. GENERAL POLICIES

68a. Phased Retirement - Continued

3. Participating faculty members are expected to maintain high levels of professional commitment to their campus during the period of reduced work schedules which shall include continued advising of students, continued efforts at professional development and continued participation in campus citizenship.

4. The Antioch University Board of Governors may suspend this program at any time.

D. GENERAL POLICIES

69. Academic Freedom

(Policy to be developed by the Administration.)

D. GENERAL POLICIES

70. Other Work (Inside/Outside)

(Policy to be developed by the Administration.)

D. GENERAL POLICIES

71. Ownership of Computer Work Products

All computer databases, software and programs generated or created for Antioch University by employees of the University are deemed to be works for hire owned by the University and shall be maintained as proprietary property of the University.

HR Policy Revision
Board of Trustees - June 7, 1997

72. Whistleblower Protection Policy

Introduction

The Sarbanes-Oxley Act of 2002 makes it a federal crime for any organization — nonprofit and for-profit — to retaliate against a “whistleblower” who reports illegal or unacceptable activity. It also requires publicly traded companies to establish a confidential process for reporting misuse of the organization’s financial assets. In practice, it is difficult to separate the prohibition against retaliation from the reporting process. So, most whistleblower policies address both.

The use of the term “Antioch University” in this policy is meant to pertain to employees at all Antioch University campuses and units. In order to fully implement this policy, it is required that *any* individuals on campuses or central administration who has the authority to sign contracts of a financial nature or commitment must sign Antioch University’s Conflict of Interest Statement. This specifically applies to all chief financial or budget officers.

Questionable Conduct

This policy is designed to address situations in which an employee suspects another employee has engaged in illegal acts or questionable conduct involving Antioch University’s assets. This conduct might include outright theft (of equipment or cash), fraudulent expense reports, misstatements of any accounts to any manager or to Antioch University’s auditors, or even an employee’s conflict of interest that results in financial harm to Antioch University. Antioch University encourages staff to report such questionable conduct and has established a system that allows them to do so anonymously.

Making a Report

If an employee suspects illegal conduct or conduct involving misuse of Antioch University assets or in violation of the law, he or she may report it, anonymously if the employee wishes, and will be protected against any form of harassment, intimidation, discrimination, or retaliation for making such a report in good faith.

Employees can make a report to any of the following Antioch University executives at any time: Chancellor of the University or President of the campus, chief financial officer of the University or of the campus, or the head of human resources of the University or of the campus. Antioch University will promptly conduct an investigation into matters reported, keeping the informant’s identity as confidential as possible consistent with our obligation to conduct a full and fair investigation.

Alternatively, if the report pertains to action taken on the part of the Chancellor, employees can make a report by writing or calling the board chair.

Baseless Allegations

Allegations made with reckless disregard for their truth or falsity. Individuals making such allegations may be subject to disciplinary action by Antioch University, and/or legal claims by individuals accused of such conduct.

Fraudulent or Dishonest Conduct

A deliberate act or failure to act with the intention of obtaining an unauthorized benefit.

Examples of such conduct include:

- Forgery or alteration of documents
- Unauthorized alteration or manipulation of computer files
- Fraudulent financial reporting
- Pursuit of a benefit or advantage in violation of Antioch University's Conflict-of-Interest policy
- Misappropriation or misuse of Antioch University resources, such as funds, supplies, or other assets
- Authorizing or receiving compensation for goods not received or services not performed
- Authorizing or receiving compensation for hours not worked

Whistleblower

An employee, consultant, or volunteer who informs a supervisor or the chief executive about an activity relating to Antioch University which that person believes to be fraudulent or dishonest.

Rights and Responsibilities

Supervisors

Supervisors are required to report suspected fraudulent or dishonest conduct to the University or campus chief executive, chief financial officer, or director of human resources. Reasonable care should be taken in dealing with suspected misconduct to avoid

- Baseless allegations
- Premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation
- Violations of a person's rights under law

Due to the important yet sensitive nature of the suspected violations, effective professional follow-up is critical. Supervisors, while appropriately concerned about "getting to the bottom" of such issues, should not in any circumstances perform any investigative or other follow-up steps on their own. Accordingly, a supervisor who becomes aware of suspected misconduct

- Should not contact the person suspected to further investigate the matter or demand restitution

HR Policy Revision

Board of Trustees – October 25 2003

72. Whistleblower Protection Policy - Continued

- Should not discuss the case with attorneys, the media, or anyone other than the chief executive
- Should not report the case to an authorized law enforcement officer without first discussing the case with the chief executive

Investigation

All relevant matters, including suspected but unproved matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. The chief executive of each campus or unit shall appoint an appropriate individual to conduct the investigation and make recommendations for corrective action. Appropriate corrective action will be taken, if necessary, and findings will be communicated to the reporting person and his or her supervisor. Depending on the severity of the activity, investigations may warrant the involvement of independent persons such as auditors and/or attorneys.

Whistleblower Protection

Antioch University will protect whistleblowers as defined below:

- Antioch University will use its best efforts to protect whistleblowers against retaliation.
- Whistleblowing complaints will be handled with sensitivity, discretion, and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that whistleblower complaints will only be shared with those who have a need to know so that Antioch University can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of a whistleblower complaint, such persons may also have the right to know the identity of the whistleblower.)
- Employees, consultants, and volunteers of Antioch University may not retaliate against a whistleblower for informing management about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the whistleblower's employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees. Whistleblowers who believe that they have been retaliated against may file a written complaint with the chief executive. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.
- Whistleblowers must be cautious to avoid baseless allegations (as described earlier in the definitions section of this policy).

HR Policy Revision
Board of Trustees – October 25 2003

E. LOCAL POLICIES

NE38. Maternity/Paternity Leave

I. Extended Pregnancy Disability Leave

- A. All yearly, contracted core personnel who are medically affected by pregnancy, childbirth or related medical condition shall be entitled to the same rights and benefits as other employees eligible for sick leave.
- B. In the event that sick leave is exhausted before the employee is physically able to return to work, she shall be entitled to up to six weeks of paid (including benefits) extended pregnancy disability leave.
- C. If an employee remains physically unable to return to work at the end of the extended pregnancy disability leave, she may request a leave of absence without pay. Leave of Absence Policy provisions (UPP#37) shall apply.

II. Maternity/Paternity Leave

- A. All yearly, contracted core personnel with a minimum of one year of service are entitled to six weeks of paid maternity/paternity leave, concurrently taken.
- B. The specific leave period is to be determined by the supervisor in consultation with the employee, but will normally commence with the birth of the child(ren).

III. Reinstatement and Related Matters

- A. Employees granted any leave of absence resulting from pregnancy, childbirth or a related medical condition shall be reinstated to the same position at the expiration of the leave provided:
 - (1) The employee is able to resume her duties;
 - (2) The position has not been terminated by financial exigency, budget curtailment, programmatic or administrative reorganization; and,
 - (3) There has not been a change in the contractual status effective with the beginning of the new contract year, July 1.
- B. Where the leave period spans two contract years, leave provision/entitlements are guided by the current contractual arrangements, and therefore are subject to change.
- C. Further, where the leave period overlaps with vacation time, the employee may elect to add vacation time to extend the leave.
- D. Holidays which fall within the leave period will be considered part of approved leave.

NOTES:

The local personnel policy shall supersede and replace those provisions of UPP#38 providing for unpaid leaves of absence for maternity and paternity.

The remaining provisions of said UPP concerning pregnancy sick leave and unpaid leaves for the adoption of children, shall remain in effect and available to employees of Antioch New England according to the terms of said UPP.

HR Policy Revision
Board of Trustees - June 7, 1997

E. LOCAL POLICIES

NE59. Consensual Sexual Relationships

Consenting romantic and sexual relationships between employees (faculty, staff and administration) and between employees and students are potentially problematic and can raise serious concerns. Codes of ethics for most professional associations forbid sexual relationships between professional and client. In

the view of Antioch New England Graduate School, some employee-student relationships are those of professional and client.

The employee-student and supervisor-subordinate relationships inherently involve disproportionate power and influence, creating the potential for serious abuse. This differential is particularly significant where evaluative relationships exist – giving praise or blame, conducting academic assessment, providing recommendations for future study or employment, etc. and where judgment in the application of policies or procedures must be exercised. Freedom of choice is diminished and the learning environment can be distorted and inhibited.

For these reasons, consenting romantic and sexual relationships between a student and a faculty member and/or administrator with direct evaluative responsibility (i.e., instructional or supervisory) for that student, if developed subsequent to a student's entry into Antioch New England Graduate School, are unacceptable and constitute personal and professional misconduct.

- A Employees found to be in violation of policy will be subject to appropriate sanctions, up to and including termination from employment.
- B A consensual sexual relationship between an employee and a student when there is no responsibility for the student requires disclosure to the appropriate supervisor so arrangements can be made for objective decision making with regard to the student.
- C Failure to disclose will be viewed as a violation of policy and the employee will be subject to appropriate sanctions, up to and including termination from employment.
- D In those situations where a consensual sexual relationship exists or existed prior the other party (employee or student) formally enters the Antioch New England learning community, it is the responsibility of the employee to disclose the relationship so that the institution may take steps to insure that neither party has an official evaluative relationship with regard to the other and that assignments may be made in such a way as to minimize or avoid compromising the learning or working environment. Disclosure does not require that details or the nature of the relationship be revealed.
- E Failure to disclose will be viewed as a violation of policy and employees will be subject to appropriate sanctions, up to and including termination from employment.
- F In either disclosure example presented, it is expected that supervisors will respect confidentiality, limiting their disclosure(s) to a need to know basis.
- G Violations of the consensual sexual relations policy will be reviewed by the campus President or his/her designee. Based on that review, appropriate sanctions will be determined by the President.
- H The decision of the President will be final.
- I Appeals may be forwarded to the Chancellors Office, per UPP #12.