

# *Dillard University*



## *Employee Handbook*

*Approved February 1, 2021*



**"STRONG FROM FAITH"**

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**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of Dillard University’s Employee Handbook, which provides guidelines on the policies, procedures, and programs affecting my employment with the University. I accept responsibility for familiarizing myself with the information in this handbook and I understand that it is my responsibility to read, understand, and comply with the policies contained in the handbook and any revisions made to it in the future. I acknowledge that if there is a policy or provision in the handbook that I do not understand I will seek verification or clarification from Human Resources. I also acknowledge that this handbook supersedes other handbooks or policies published before this dated handbook.

I understand that the University can, at its sole discretion, modify, eliminate, revise, or deviate from the guidelines and information in this handbook as circumstances or situations warrant.

I further acknowledge that, unless I have a written contract of employment signed by the President of the University or his designee, my employment with Dillard University is an “at-will” relationship that has no specific duration. This means that I can resign my employment at any time, with or without reason or advance notice, and the University has the right to terminate my employment at any time, with or without reason or advance notice. This handbook is not a contract of employment.

I understand that my employment with the University is conditioned upon my compliance with the University’s Code of Conduct and Drug and Tobacco Free Campus requirements, and that any violation of those requirements will lead to corrective action, up to and including termination of my employment. I also understand that I may be subject to drug and alcohol searches and testing pursuant the Drug and Alcohol Policy, and I hereby consent to searches and testing as described in the University’s policies.

Employee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## WELCOME

Congratulations! You are now part of the elite Dillard University community. This diverse community is committed to excellence in service. On behalf Dr. Walter M. Kimbrough, President, welcome!

Dillard University is one of the nation's leading Historically Black Colleges and Universities (HBCU) that provides an exceptional learning environment for our students through the concepts of knowledge and ideas, ingenuity and imagination, and hard work and recognition. As a member of our prestigious staff, you are an important part in advancing the mission of the University. The University strives to create an environment that is committed to excellence, innovative research, personal and intellectual growth, and that is inclusive and diverse. To this well, the University will need a workforce that represents the community in which we serve!

This "Employee Handbook" provides current information regarding the employment policies and programs that are applicable to your employment with Dillard. It is designed to inform you about how we do things at Dillard and provide guidance and direction to you as you continue your employment with us. While the information in this handbook should give you answers to most of the general questions you have about the University's policies and procedures, it cannot cover every situation that might arise. If you have questions about any of the information contained in this handbook or need further information about any subject relevant to your employment with Dillard, please do not hesitate to consult with Human Resources.

A copy of this handbook will be available to each new employee. The complete text is also posted on the University's website (go to [www.dillard.edu](http://www.dillard.edu)). Whether you prefer the printed handbook or electronic media, I encourage you to familiarize yourself with the content of this handbook, and to refer to it whenever you have an employment-related question.

I trust that you will find the contents of this handbook to be informative and a valuable resource. If you have any questions, please contact any member of Human Resources and we will be happy to assist you.

Best Regards,

*The Office of Human Resources*

## **THIS HANDBOOK IS NOT A CONTRACT**

THE POLICIES AND PROCEDURES IN THIS HANDBOOK ARE DESIGNED TO SERVE AS GUIDELINES AND ARE NOT INTENDED TO CREATE ANY CONTRACT OR BINDING AGREEMENT, EITHER EXPRESSED OR IMPLIED, BETWEEN DILLARD UNIVERSITY AND ANY EMPLOYEE.

DILLARD UNIVERSITY RESERVES THE RIGHT TO CHANGE, MODIFY, ELIMINATE, OR DEVIATE FROM ANY POLICY OR PROCEDURE IN THIS HANDBOOK AT ANY TIME, AND TO HIRE, TRANSFER, PROMOTE, DISCIPLINE, TERMINATE, AND OTHERWISE MANAGE ITS EMPLOYEES AS IT DEEMS APPROPRIATE.

## **NOTICE OF AT-WILL EMPLOYMENT**

NOTHING IN THIS HANDBOOK IS INTENDED TO CREATE A CONTRACT BINDING THE EMPLOYEE OR DILLARD UNIVERSITY TO AN AGREEMENT OF EMPLOYMENT FOR A SPECIFIC PERIOD OF TIME. **ALL DILLARD UNIVERSITY EMPLOYEES ARE EMPLOYED AT-WILL**, EXCEPT FOR THOSE EMPLOYEES, WITH A WRITTEN FIXED-TERM EMPLOYMENT CONTRACT THAT IS SIGNED BY THE PRESIDENT OF THE UNIVERSITY OR HIS DESIGNEE. JUST AS AN AT-WILL EMPLOYEE IS FREE TO RESIGN FROM HIS/HER EMPLOYMENT WITH DILLARD UNIVERSITY AT ANY TIME, DILLARD UNIVERSITY RESERVES THE RIGHT TO TERMINATE THE EMPLOYMENT OF AN EMPLOYEE AT ANY TIME. ANY AGREEMENT ALTERING THE AT-WILL RELATIONSHIP OF ANY EMPLOYEE MUST BE IN WRITING AND SIGNED BY THE PRESIDENT OF THE UNIVERSITY OR HIS DESIGNEE. NO OTHER REPRESENTATIVE OR AGENT OF THE UNIVERSITY CAN AUTHORIZE OR SIGN AN EMPLOYMENT AGREEMENT WITH A SPECIFIC TERM OR OTHERWISE MAKE ANY BINDING OFFER OF EMPLOYMENT FOR A SPECIFIC TERM.

# INTRODUCTION

## MISSION OF THE UNIVERSITY:

**Dillard University is a private, historically black, church-related, liberal arts and sciences institution. The primary purpose of Dillard University is to produce graduates who excel, become world leaders and are broadly educated, are culturally aware, and are concerned with improving the human condition. Through a highly personalized and learning centered approach, Dillard's students are able to meet the competitive demands of a diverse, global, and technologically advanced society. It is important and necessary that applicants who accept employment with the University accept its Mission Statement.**

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## HISTORY OF DILLARD UNIVERSITY

Dillard University's history dates back to 1869 when the American Missionary Association of the Congregational Church founded Straight University. That same year the Freedman's Aid Society of the Methodist Episcopal Church established Union Normal School. Straight University and Union Normal School were subsequently renamed Straight College and New Orleans University. Initially both institutions offered instruction on the elementary level, and eventually expanded to the secondary, collegiate and professional levels.

In 1930 these two institutions merged to form Dillard University, named in honor of James Hardy Dillard, who was noted for his distinguished service in the education of African-Americans in the South.

Dillard University Offers Diverse Majors In Four Colleges:

- College of General Studies
- College of Arts and Sciences
- School of Nursing
- College of Business

## LEADERSHIP

The President, who is the Chief Executive Officer of Dillard University, oversees all University matters in a manner consistent with its mission, purpose and by-laws. The Board of Trustees, President, Faculty and Staff pledge that Dillard University will continue to serve as a pillar of higher education by developing graduates who are broadly educated, are culturally aware, and are concerned with improving the human condition. Through a highly personalized and learning centered approach, Dillard's students are able to meet the competitive demands of a diverse, global, and technologically advanced society.



# **I. GENERAL INFORMATION AND WORKFORCE REQUIREMENTS**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Title VII of the Civil Rights Act of 1964 is a federal law that prohibits employers from discriminating against employees on the basis of sex, race, color, national origin, and religion. Title VII also applies to private and public colleges and universities that accept federal funds.

Dillard University (the “University”) provides equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, national origin, age, disability, perceived disability, sexual stereotyping, gender identity, genetic information, status as a Vietnam-era or special disabled veteran, or any other protected class recognized by applicable law. In addition, the University complies with applicable state and local laws governing nondiscrimination in employment in every location in which the University has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training.

Any member of the University community, faculty, staff or student, who believes that he/she is a victim of discrimination or harassment in violation of this policy should immediately report the incident to the Director of Human Resources or the General Counsel, in accordance with the Employee Complaint Procedure set forth in this Handbook.

## **REQUESTS FOR ACCOMMODATION**

Federal law and Dillard prohibit discrimination against any employee or applicant based on such an individual’s disability. Federal law also requires employers to provide reasonable accommodations to those employees and applicants with disabilities. Generally speaking, a reasonable accommodation is a modification to the work environment that enables an individual to perform the essential functions of his or her position. Disabled employees or applicants should, as soon as possible, inform Human Resources or the Title IX Coordinator/Director of Disability Services regarding the need for an accommodation. While requests for accommodations need not be in writing, employees are encouraged to use the form provided by Human Resources department to request an accommodation.

Employees whose sincerely-held religious beliefs, practices or observances conflict with work requirements should notify Human Resources or the Title IX Coordinator/Director of Disability Services. An accommodation request may trigger an interactive process to assess the employee’s specific individual needs, and to identify what accommodations, if any, are feasible. The employee has an obligation to cooperate with Human Resources or the Title IX Coordinator/Director of Disability Services in this process.

Dillard will engage in an interactive process with individuals to explore possible accommodations. There are many types of reasonable accommodations that may be applicable in a given situation. Ultimately, the implementation of a reasonable accommodation will depend upon the specific circumstances of the individual, available resources, barriers to job performance, and the essential

functions of the position in question. As part of the interactive process, Dillard may require documentation for the limited purpose of establishing that an individual has a qualifying disability and that the disability necessitates a reasonable accommodation. Dillard may also request that an individual execute a limited release allowing a member of Human Resources to submit a list of specific questions to the individual's health care or vocational professional.

### **PROHIBITION AGAINST HARASSMENT AND DISCRIMINATION**

The University strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. Each member of the Dillard community is expected to treat other community members with civility and respect, recognizing that disagreement and informed debate are valued in an academic community.

Any form of unlawful discrimination or harassment, sexual or otherwise, constitutes misconduct that undermines the integrity of the employment relationship. Accordingly, the University prohibits any form of discrimination or harassment based on race, color, religion, sex, national origin, age, disability, perceived disability, sexual stereotyping/labeling, gender identity, genetic information, status as a Vietnam-era or special disabled veteran, or status in any group protected by state or local law (referred to in this policy as "Protected Status"). This policy prohibits discrimination and/or harassment by all the University employees, including any member of management, and by any other individuals who may have contact with the University's employees or students, including the University's vendors and visitors.

Unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a harassing and/or discriminatory nature will constitute harassment and/or discrimination when the person involved feels compelled to submit to that misconduct in order to keep his/her position, to receive appropriate pay, or to benefit from certain employment decisions. Such misconduct is often referred to as "quid pro quo" harassment and is strictly prohibited.

In the event that misconduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment, the University shall consider such misconduct harassment and/or discrimination. Prohibited harassment and/or discrimination can include, but is not limited to, suggestive or insulting noises, facial expressions, vulgar language, nicknames, slurs, derogatory comments, cartoons, jokes, written materials, and offensive gestures or touching.

This policy applies to all conduct that occurs on-campus or on any property owned or controlled by the University, and to all conduct that occurs in the context of University employment or educational programs including, but not limited to, study abroad or internship programs.

Below is a non-exhaustive list of behaviors that may violate this policy:

- Refusing to hire or promote someone because of the person's protected status;
- Demoting or terminating someone because of the person's protected status;
- Jokes or epithets about a person's protected status;
- Teasing or practical jokes based on a person's protected status;

- Displaying or circulating written materials or pictures that degrade a person or a group of persons;
- Verbal abuse or insults about, directed at, or made in the presence of an individual or a group of individuals because of their protected status;
- Unwelcome pressure for a dating, romantic, or intimate relationship;
- Unwelcome sexual advances, touching, kissing, hugging, or massaging;
- Pressure for or forced sexual activity;
- Unnecessary references to parts of the body;
- Remarks about a person's gender, nonconformity with gender stereotypes, or sexual orientation;
- Sexual innuendoes or humor;
- Obscene gestures;
- Sexual graffiti, pictures, or posters;
- Sexually explicit profanity;
- Stalking or cyberbullying;
- Email, texting, "sexting," and Internet use that violates this policy; or
- Sexual assault.

Any employee who violates this policy will be subject to corrective action, up to and including termination of employment. Violations of this policy by any non-employee will also be addressed appropriately, and corrective measures may include removal from campus.

The University encourages the reporting of all perceived incidents of discrimination or harassment. It is the policy of the University to promptly and thoroughly investigate such reports. The University will keep the investigation confidential to the extent possible, but it cannot guarantee absolute confidentiality because release of some information on a "need-to-know-basis" is essential to a thorough investigation.

The University prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

The University also adheres to Title IX of the Education Amendments of 1972, which prohibits discrimination and harassment on the basis of sex in any federally funded education program or activity. Please see the Title IX Statement for additional information regarding the prohibition of activities that violate Title IX, and methods for reporting such conduct.

Some conduct, even if it is based on an employee's protected status, may not be severe or frequent enough to constitute illegal discrimination. Nevertheless, this policy specifically prohibits such

behavior and any employee who engages in harassment will be subject to discipline up to and including termination.

**Employees may obtain additional information regarding unlawful discrimination and harassment from the U.S. Equal Employment Opportunity Commission's website by accessing the following links:**

<http://www.eeoc.gov/laws/types/>

<http://www.eeoc.gov/laws/types/harassment.cfm>

[http://www.eeoc.gov/laws/types/sexual\\_harassment.cfm](http://www.eeoc.gov/laws/types/sexual_harassment.cfm)

### **CIVILITY AND MUTUAL RESPECT**

As members of the Dillard community, staff, faculty, and students are expected to interact with each other with civility, mutual respect, and consideration. When a community member's conduct deviates from this expectation, it is the responsibility of the supervisor who supervises the person engaging in the inappropriate conduct to address it. If such conduct is not adequately addressed by a supervisor, it may be reported using the Employee Complaint Procedure below.

Dillard appreciates that petty slights, annoyances and isolated incidents may not rise to the level of illegal discrimination and/or harassment. That does not mean that such conduct is permissible. In fact, any employee who targets a co-worker with unprofessional language or behavior violates the policies established by this Handbook and is subject to discipline up to and including termination. Employees need not – and should not – wait to report offensive conduct. Addressing such conduct early could prevent it from becoming so severe and/or pervasive that it impacts an individual's terms and conditions of employment.

### **ACADEMIC FREEDOM**

The University is firmly committed to free expression and academic freedom. However, discrimination, harassment, and retaliation described under these policies, through speech or otherwise, are not protected expression or the proper exercise of academic freedom.

### **EMPLOYEE COMPLAINT PROCEDURE**

Every employee is expected to maintain an atmosphere free of unlawful discrimination and harassment, and to respect the rights of his/her coworkers. However, if you experience any job-related harassment or discrimination based on your sex, race, national origin, disability, or another factor, or believe you have been treated in an unlawful or discriminatory manner, immediately report such behavior to your supervisor, Human Resources, the Title IX Coordinator (see Title IX Statement), or the University hotline (1-866-943-5787). Employees are not required to confront the person who is harassing and/or discriminating against them and may bypass any offending supervisor or member of management. If the supervisor, a member of management, fails to correct the issue, you can bypass these reporting methods and report the offending conduct directly to Human Resources and/or the General Counsel. Employees should continue to report offending behavior until it is corrected. No employee should assume that the University is aware of a problem

and, under no circumstances, should inappropriate behavior be allowed to continue regardless of the offending party.

The University will promptly investigate any complaints and will conduct its investigation as confidentially as possible. Interviews, allegations, statements, and identities will be kept confidential to the extent possible and allowed by law. However, the University will not allow the goal of confidentiality to be a deterrent to an effective investigation. A resolution of each complaint will be reached, and the appropriate corrective action, up to and including termination of employment, will be taken against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. The University will determine, at its sole discretion, the appropriate method for investigating any alleged harassment or discrimination, and the appropriate corrective action for addressing the discrimination or harassment.

If, after an investigation of any complaint of unlawful harassment, the University determines that the complaint was not made in good faith or that an employee provided false information regarding the complaint, disciplinary action may be taken against the individual who filed such complaint or who gave false information.

### **RETALIATION PROHIBITED**

The University strictly prohibits any form of retaliation against an employee for making a good faith complaint regarding discrimination, harassment, or any other conduct believed to be a violation of the law or University policy. The University further prohibits retaliation against any individual for assisting or participating in the investigation of any such complaints. If you believe you have been retaliated against in violation of this policy, you should immediately report the retaliation using the Employee Complaint Procedure in the previous section of this handbook. (See page 6).

### **TITLE IX STATEMENT**

Title IX of the Education Amendments of 1972 provides that:

“No person in the United States, shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”

For more information, visit [The U.S. Department of Education](#)

The University prohibits discrimination and sexual harassment based upon sex, pregnancy, gender identity or expression, in an institution's education programs and activities.

Prohibited harassment includes acts of verbal, nonverbal or physical aggression, intimidation or hostility based on sex, even if those acts do not involve conduct of a sexual nature; sex-based harassment by those of the same sex; and discriminatory sex labeling. The University will take prompt action to investigate and resolve reports of sexual harassment, discrimination, or sexual misconduct in accordance with federal and state laws.

The Office of Human Resources will oversee investigations of sexual misconduct by faculty, staff, or visitors.

### **TITLE IX COORDINATOR AND DISABILITY SERVICES**

The Office of the Title IX Coordinator/Director of Disability Services is responsible for overseeing the development of sexual misconduct policies, ensuring compliance with Title IX and relevant federal and state regulations, investigating Title IX complaints alleging sexual misconduct, coordinating the administrative requirements of American with Disabilities Act (ADA) to ensure compliance, and to respond to complaints filed by the University's community and visitors. Questions regarding Title IX and ADA, as well as concerns about the complaints of non-compliance (including complaints of discrimination, sexual harassment, sexual assault, or other sexual misconduct), should be directed to the to the Title IX Coordinator/Director of Disability Services. Acts of criminal sexual violence or misconduct can also be reported to the University's Police Department at (504) 816-4911 or in case of emergency, call 911.

#### **Office of Title IX Coordinator and Disability Services**

Dent Hall, 106A  
2601 Gentilly Blvd, New Orleans, LA 70122  
(504) 816-4370 Phone  
(504) 816-4956 Fax

#### **A. Retaliation Prohibited**

Retaliation against any person who initiates an inquiry or complaint or participates in the investigation of a complaint is prohibited. Such conduct will be further cause for disciplinary action.

#### **B. Additional Information**

Members of the Dillard community should familiarize themselves with their rights under Title IX. The University discloses these rights in the Dignity Bill of Rights, which is located on the University's website.

Some acts of sexual misconduct may also constitute violations of criminal law and require mandatory reporting to the Dillard University Police Department, e.g., sexual battery, indecent exposure, sexual abuse, etc. In such instances, immediately contact the University's Police Department at (504) 816-4911. Questions about the application of Title IX may also be directed to the Office for Civil Rights, U.S. Department of Education. In the event of an emergency, please immediately call 911.

### **WORKPLACE VIOLENCE**

The University aims to provide a workplace that is safe and secure for all employees, and it strives to provide a campus environment and workplace free of violence. Any acts of violence against any member of the Dillard community are strictly prohibited. Threats, stalking, threatening and abusive or disruptive behavior, or acts of violence against employees, visitors, students, or vendors on University owned or managed property, will not be tolerated, **even when conduct is carried out**

**in jest.** Violations of this policy will lead to corrective action, up to and including termination, and/or referral to appropriate law enforcement agencies for arrest and prosecution. The University reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, stalks others, exhibits threatening behavior, or engages in violent acts on University owned or managed property, or in connection with University business, shall be removed as quickly as safety permits and shall remain off University property pending the outcome of an investigation. Following the investigation, the University will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of employment or any other business relationship, reassignment of job duties, and/or legal action against the person or persons involved.

All employees should report any behavior they have witnessed that they regard as suspicious, potentially threatening, or violent, or that could endanger the health or safety of an employee when carried out on University owned or managed property, or is connected to University business. Employees who are concerned about workplace situations that may involve violence should take prompt and appropriate action by:

- Calling the Dillard University Police Department at 504-816-4911 (available on a 24 hour basis); In case of an emergency, dial 911;
- Speaking to a supervisor; or
- Contacting Human Resources at 504-816-4015.

Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened.

The University will follow the confidentiality procedures outlined in the Employee Complaint Procedure of this handbook when investigating reports made under this policy.

### **WEAPONS IN THE WORKPLACE**

The University prohibits anyone from possessing or carrying weapons of any kind on University property, in University vehicles, or while on University time, except as otherwise allowed by applicable law. This includes any form of weapon or explosive, all firearms, and all illegal knives or knives with blades that are more than six inches in length. Please contact Human Resources if you are unsure of whether an item is prohibited by this policy.

Nothing in this policy shall be construed as creating any duty or obligation on the part of the University to take any actions beyond those required of an employer under applicable law.

### **BEGINNING EMPLOYMENT**

Supervisors seeking to fill a position or job vacancy will work jointly with Human Resources on recruiting, screening, and selecting applications. Positions are generally required to be posted on the University's website for at least five (5) days before they may be filled. Offers of employment for non-faculty positions will be made by Human Resources following the selection process.

Applicants who are offered employment must complete the “Employment Eligibility Verification” form (I-9) within three (3) days of the hire start date. Failure to complete the I-9 form within the three (3) day required time may result in the loss of employment eligibility.

The University accepts applications for employment from members of present employees’ family members. However, such members may not be hired in positions in which they report directly to their relative. Please see the University’s Policy on Conflicts of Interest and Nepotism in Section II of this handbook.

### **EMPLOYEE I.D.**

All employees must secure an official picture identification badge from the Office of Auxiliary Services. Employees should carry their badges on them during the course of the workday.

### **PROMOTIONS AND TRANSFERS**

The University posts vacant positions for a minimum of five (5) days on the University’s website and will consider current employees with the requisite qualifications and skills to perform the job responsibilities for such positions.

Employees are eligible to apply for other positions within the University after successfully completing six (6) months of consecutive service. Transfers or promotions within an employee’s department must also adhere to successfully completing six (6) months of consecutive service subject to the supervisor’s and Human Resource’s approval.

### **INTERNS AND VOLUNTEERS**

Supervisors seeking to engage any intern or volunteer must obtain approval from Human Resources. Interns and volunteers are not considered University employees and are not eligible for compensation or benefits from the University.

### **CONFIDENTIAL AND PROPRIETARY INFORMATION**

Employees are not to disclose any confidential or proprietary information to (a) any other employee of the University unless there is a legitimate business reason for doing so or (b) any persons outside of the University, unless in furtherance of your job duties, and/or management has expressly authorized the information to be disclosed to that person. Intentional as well as unintentional disclosures apply. This obligation exists even after termination of your employment with the University. Employees must return all confidential or proprietary information to the University upon termination of employment or at any time upon the request of their supervisor. See the Employee Code of Conduct for more information.

### **USE OF UNIVERSITY FACILITIES AND TECHNOLOGY**

Employees may be given access to or use of the University property, including facilities, equipment (i.e. phone, fax, mail systems, computers, other), and technology, to perform their job duties at the University. While employee use is permitted, any University property remains the sole and exclusive property of the University.



The use of the University's facilities, equipment, and technology systems is a privilege, not a right. The University reserves the right to deny or cancel access to facilities, equipment or technology at any time for any use or conduct deemed inappropriate by the University.

## **A. Acceptable Use Policy (“AUP”)**

### ***1. Scope of Policy***

Dillard strives to provide employees with the tools to become innovative contributors. In using such tools, Dillard expects employees to adhere to high standards of professionalism. This AUP governs all electronic activity of any employee using and accessing Dillard's technology, networks and data systems regardless of the employee's physical location.

Employees with access to Dillard's technology resources must verify that they have read and will abide by the AUP on an annual basis.

### ***2. Guiding Principles***

Dillard has a legal and moral obligation to protect the personal data of our students and employees.

All network resources and University-issued electronic equipment are the property of Dillard. While Dillard respects an employee's privacy when “off duty,” when employees are at work and/or using Dillard's network and/or equipment, they must understand that supervisors and Dillard's IT Department regularly monitor network activity.

Nothing in this policy shall be read to restrict an employee's right or ability to engage in concerted, protected activity with fellow employees regarding the terms and conditions of their employment or to exercise their academic freedom.

Employees must be very careful to avoid sending e-mails or accessing unauthorized websites with nudity, gambling, gross depictions, or inappropriate reference to race, color, sex, sexual orientation, religion, national origin, age, handicap, marital status, veteran status, height /weight status, violence, profanity, etc. These same topics should not appear in e-mail. If you receive e-mails of this nature, delete them immediately.

### ***3. Use of Copyrighted Materials***

While using Dillard's technology resources, employees shall refrain from using materials obtained online without requesting permission from the owner if the use of the material has the potential of being considered copyright infringement. Dillard will cooperate with copyright protection agencies investigating infringement by users of Dillard's technology.

### ***4. Social Media and Internet Communication Policy***

#### ***a. Introduction***

Dillard respects its employees' opinions and freedom to express themselves. Social media offers a fun and rewarding way to share life experiences and opinions with friends, family and co-workers. There are also certain risks and responsibilities that come with using such technology. This social media policy strikes a balance between our employees' desire to express themselves on social media and the need to protect Dillard, its students and its employees against discrimination, harassment, threats of violence or similar inappropriate or unlawful conduct.

The University supports the use of social media by its community members as a way to facilitate communication. Social media tools, uses and challenges are evolving rapidly, and the University continuously monitors our strategies and best practices for using these media.

The University's representation on social media platforms shall be authorized through the Office of Communications and Marketing (OCM). This office shall oversee all policies, procedures and guidelines regarding University trademarks, logos, and images that are applied to social media and OCM shall evaluate whether to launch a presence on new sites. Before launching a social media page or site, contact Communications and Marketing.

The University does not prescreen posted content, but it shall have the right to remove, in its sole discretion, any content that it considers to violate this policy. The University does not endorse or take responsibility for content posted by third parties.

The University will not tolerate content that infringes on proprietary information, or that is defamatory, pornographic, harassing, libelous or inhospitable to a reasonable work environment. Language that is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to any person or entity, or otherwise injurious or objectionable is unacceptable and shall be remedied. If there is a violation of University policy, then the responsible member within the University will be subject to disciplinary action, up to and including termination. The University does not permit explicit or implied institutional endorsements of any kind through the use of its names, trademarks, logos or images — including pictures of campus buildings.

*b. Guidance*

Technology is ever-changing and the ways in which people can communicate with one another is rapidly expanding. For the purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including an employee's own blog, journal or dairy or that of someone else's. And, this definition applies whether or not such an Internet-based platform is associated with Dillard or not.

Employees are solely responsible for what they post online. Therefore, please consider carefully the risks and rewards before generating online content. First and foremost, any conduct otherwise prohibited by Dillard's Handbook is prohibited by this Social Media Policy. Any online content that would constitute harassment or discrimination

as defined in the Handbook is prohibited. Additionally, any conduct that negatively impacts the employee's job performance, the performance of co-workers or otherwise adversely affects customers, suppliers or Dillard's mission may result in disciplinary action up to and including termination. As noted above, any online content that constitutes discrimination, harassment, threats of violence or similar inappropriate or unlawful conduct is prohibited.

Employees who post information or rumors that they know to be false about Dillard, co-workers, customers, clients, or those working on behalf of Dillard violate this policy and may face discipline up to and including termination.

Finally, Dillard emphasizes that employees are far more likely to resolve workplace disputes by taking advantage of the professionals in Human Resources or General Counsel's office or simply speaking directly with a co-worker rather than posting complaints to a social media outlet.

*c. Putting Policy into Practice*

Maintain the confidentiality of all trade secrets, student information and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, procedures or other internal University-related confidential communications.

Do not create a link from your blog, website or other social networking site to a Dillard website without identifying yourself as a Dillard employee.

Express only your personal opinions. Never represent yourself as a spokesperson for Dillard. If Dillard is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Dillard, fellow employees, customers, clients or people working on behalf of Dillard.

If you do publish a blog or post online related to the work you do or subjects associated with Dillard, make it clear that you are not speaking on behalf of Dillard. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Dillard University."

*d. Use of Social Media at Work*

Unless use of social media is part of an employee's regular job duties, employees should refrain from using social media at work. This policy also prohibits the use of Dillard's email addresses to register on social networks, blogs, or other online tools utilized for personal use.

## **5. *Personal Use***

Dillard recognizes that employees may use Dillard’s technology resources for limited personal use. Such use, however, must not interfere with or impede Dillard’s mission and/or cause additional financial burden on Dillard. Excessive personal use or abuse of technology privileges may be deemed a violation of the AUP and subject the employee to discipline up to and including termination.

## **6. *Electronic Devices***

### ***a. Definitions***

Dillard defines “electronic devices” as:

- Laptop and desktop computers, including like-devices
- Tablets
- Wireless email and text-messaging devices, i.e., iPod
- Smartphones

### ***b. Dillard-issued Technology***

All technology purchased by Dillard is considered Dillard’s property and any and all equipment assigned to employees must be returned prior to an employee’s separation from employment. All equipment containing sensitive information and data must be returned directly to Dillard before it can be redeployed.

### ***c. Personal Electronic Devices***

Any employee interested in using a personal electronic device to access Dillard’s technology resources should notify Dillard’s IT Department. The use of personal electronic devices is permitted at the discretion of Dillard. Dillard is not responsible for the maintenance and security of personal electronic devices and assumes no responsibility for loss or theft. Dillard reserves the right to enforce security measures on personal devices when used to access Dillard’s tools and/or technology and remove devices found to be in violation of the AUP.

### ***d. Remote Wiping***

Dillard reserves the right to remotely erase (“wipe”) the contents of any electronic device (personal or company-issued) should such a device be used in a manner that violates this AUP, lost, stolen, compromised, transferred to a different owner, or upon termination of employment. Employees are responsible for periodically backing up their personal data since Dillard will not be able to restore such data and is not responsible for its loss.

## **7. *Retaliation***

Retaliation against any employee for reporting a possible violation of the AUP or cooperating with a related investigation is strictly prohibited. Any employee who engages in retaliation against another employee for reporting a possible violation of this policy or cooperating with an investigation into such a violation will be subject to disciplinary action up to and including termination.

#### **8. *No Right to Privacy***

Employees do not have a personal privacy right to any communications or information received by, created in, sent over, accessed by or stored on the University's computers, Internet system, telephones, mobile devices, voicemail, e-mail, or other communication or information systems. The University reserves the right to monitor, access, read, and disclose any and all information sent, accessed, or received by or stored on these systems. Electronic or other information created, sent, transmitted, received, accessed, downloaded or stored on the University's equipment or systems are and remain the sole property of the University, even if personal in nature.

Likewise, employees do not have a personal privacy right in any University facilities or equipment including, but not limited to, lockers, offices, desks or other office furniture, or vehicles, which may be searched by the University at any time.

#### **9. *Violations of Acceptable Use***

All users are expected to use University technology in an appropriate and ethical manner. Appropriate uses include use for instructional, educational and research purposes. The following are considered violations of appropriate use and are prohibited:

1. Engaging in conduct that obstructs or disrupts institutional activities or the individual pursuit of learning, including, but not limited to:
  - a. Vandalism, which is defined as any attempt to harm or destroy systems and/or data contained therein. This includes, but is not limited to, the uploading or creating computer viruses and inflicting damage or sabotage on the system.
  - b. Reading/listening to, or attempting to read/listen to, another user's electronic messages without authorization.
  - c. Degrading system performance.
  - d. Unauthorized use of an account.
  - e. Any activity that changes the nature of the computer or computing environment for subsequent users.
2. Using the University's electronic systems to conduct any activity not related to the University's operation including, but not limited to, downloading and streaming (i.e. Netflix, Hulu, etc.) videos, movies or games, advertising or soliciting for political, personal, or charitable causes, or other commercial ventures outside the scope of your employment and responsibility.

3. Use for political lobbying.
4. Involvement in the violation of federal, state or local statutes or regulations regarding computers, tablets, electronic communications, interstate commerce and/or security regulations. This includes, but is not limited to, material protected by copyright, and trade secret laws, and material prohibited by obscenity laws.
5. Threats, harassment, (including, but not limited to, sexual harassment), discrimination or libel or slander.
6. Accessing, downloading, distributing, transmitting or sending pornographic or obscene materials.

## **B. Guidelines for Appropriate Use of Electronic Communications Systems**

The following guidelines provide guidance on how employees may conform their conduct to the University's expectations:

1. Do not expect electronic communications to be private, despite any such designation either by the sender or the recipient. For example, network maintenance may result in staff access to communications and even "deleted" information may be accessible. Electronic communications can also have unintended recipients, and may be subject to access by subpoena or other lawful order. We encourage that messages that are of high confidentiality are not sent through electronic communication. For security and safety reasons, limit personal information sent over the electronic systems concerning any individual, including yourself. For example, social security numbers, passwords, or credit card information should not be placed in emails.
2. Employees must log out of their University accounts when not in use. Failure to log out appropriately may result in unauthorized use of a user's account.
3. The University encourages courtesy and professionalism in electronic messaging.
4. Do not use the network in such a way that would disrupt the use of the network by other users. Users are required to observe posted time limits for the use of public access computers, where/when applicable.
5. It is the policy of the University to abide by all laws concerning the use of copyrighted and patented material. This protected property shall be used with authorization only. When used in an authorized context, appropriate attribution must be given. The rules of academic honesty apply to information obtained on the Internet. Aside from University issued sanctions, you could be subject to civil damages and criminal penalties, including fines and prison terms for violating copyright and patent laws.
6. The University has limited computing and electronic communications resources, including limited storage capacity. Users are reminded to respect these limited resources and to routinely delete or purge unnecessary emails or data.

## **C. Disclaimer**

By using the information contained in the electronic communications systems, the user/viewer willingly assumes all risks in connection with such use. The University is not responsible for any

errors or omissions in information contained in the electronic systems and is not liable in whole or in part for damages resulting from any user(s)/viewer(s) use of, or reliance upon, this material. The University assumes no liability for damages that may result from loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions or technical difficulties.

#### **D. Reporting Problems**

Any problems with the University's electronic equipment or electronic communications systems and/or any user policy violations, including unauthorized or improper use, should be brought to the attention of the Information Technology Department at [helpdesk@dillard.edu](mailto:helpdesk@dillard.edu).

#### **E. Violations**

Violations of this policy may result in the cancellation of the user's account and electronic communications privileges and other disciplinary action, including termination.

### **ATTENDANCE AND PUNCTUALITY**

All employees are expected to be on the job each workday during their scheduled work hours. The University recognizes, however, certain reasons for an employee to be absent from work. When it is necessary for an employee to be late or absent from work for any reason, he/she is expected to notify his/her supervisor and obtain permission as far in advance as possible, but no later than an hour before the start of the work day. The employee should make every effort to speak directly to his/her supervisor, unless instructed otherwise.

If an employee cannot give advance notice of absence or lateness due to unusual circumstances, the employee must notify the supervisor as soon as possible after the instance of absence or lateness. Failure to do so may lead to corrective disciplinary action, up to and including termination of employment.

The failure to report to work for three (3) consecutive working days without notification will be considered job abandonment by the employee, unless the employee can show that circumstances made it impossible to contact the University.

Attendance and punctuality are important factors considered in evaluating an employee's job performance. Further, unexcused absences or lateness may result in discipline, up to and including termination of employment.

### **CUSTOMER SERVICE**

The University recognizes the value of, and is committed to, every visitor and citizen of its community (our students, faculty, staff, parents, alumni and community partners.) Therefore, we seek to strengthen and sustain a reputation of exemplary customer service and friendliness.

To this end, members of the University community will be:

1. Accessible

- Being available as scheduled to assist customers; this includes honoring posted office hours.
- Providing contact information to customers that promotes future communication.

## 2. Courteous

- Listening to our customers with respect.
- Maintaining a pleasant and professional tone no matter the tenor of the interaction.
- Focusing on the customer's perspective.
- Demonstrating empathy with the customer's feelings.
- Giving the customer full attention.
- Never using a condescending tone or argue with a customer's point of view.
- Thanking each customer and letting them know that the employee was glad to help.
- Adhering to appropriate telephone and email etiquette when interacting with customers.

## 3. Helpful

- Using reflective listening skills, such as paraphrasing for clarity and/or asking probing questions.
- Closing each customer encounter with an offer for additional assistance, if applicable or necessary.
- Eliminating the "bouncing" or the "run around" of customers, even going as far as to walk with someone to their next destination.

## 4. Knowledgeable

- Becoming fully advised and aware of institutional policies and resources that will assist the employee in providing accurate information to customers.
- Soliciting additional information from the customer to determine if the problem/issue can be resolved immediately. If so, the employee should take action to resolve the problem/issue immediately.
- Answering a customer's questions accurately and providing appropriate support such as forms, directions, etc. If an employee does not know the answer to a customer's question, he/she should conduct research to determine an accurate response.

## 5. Responsive

- Accepting responsibility for assisting the customer with any problem/issue.
- Responding to a customer's request within 24 hours. Provide a resolution or status report and/or provide the customer with a clear understanding of the steps needed for a resolution. Give an estimate of the time needed to fulfill the request.
- Acknowledging any problem/issue and offering a sincere apology and what you will be doing to assist in the matter.
-



## **WHO ARE THE UNIVERSITY'S CUSTOMERS**

Anyone with whom an employee interacts with or provides services to in connection with their job responsibilities. Examples are students, alumni, faculty, staff, visitors, vendors, and guests.

## **DRESS CODE**

University employees contribute to the academic culture and reputation of the University in the way they present themselves. A professional appearance is essential to a favorable impression with students, employees, and individuals outside of the University's campus. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons.

Employees are expected to maintain an appropriate appearance that is professional, neat, and clean, as determined by the requirements of the work area. Neatness and cleanliness are expected of all. Appropriate work attire does not include revealing clothing, torn or dirty clothing, beach attire, and logos or graphics that reflect violence, discriminatory, abusive, demeaning, or otherwise unprofessional messages. Specialized personal protective clothing or equipment is to be worn or used by employees whenever appropriate for protection against hazard. An employee who is inappropriately attired may be sent home.

Casual Day Friday has been approved as "casual day." For purposes of this policy, casual attire is defined as casual business attire. Denim jeans and pants are permitted. Casual attire also may be appropriate, as determined by your supervisor, during summer months or break-periods.

Any employee who requires an accommodation regarding attire should contact the Office of Human Resources.

## **TEACHING A COURSE**

University staff who desire to teach a University course must receive approval from the staff member's immediate supervisor and the applicable School Chair. An eligible staff employee will be granted a secondary assignment to teach a course as an instructor only if one of the following conditions exists:

1. The staff member teaches the course during non-work hours (i.e., evenings or weekends);
2. The staff member teaches without charge to the University if the teaching is done during regular working hours and the employee's supervisor and the applicable School Chair approves the teaching assignment.

Upon approval, the staff member's academic credentials or exceptional alternative qualifications must be verified in accordance with the University's Credentials Policy (Section 2.3.2) of the Faculty Handbook prior to being assigned the course.

## **OUTSIDE EMPLOYMENT**

The University recognizes the right of its employees to use their skills and knowledge to augment their income outside of regular working hours. Professional activities outside of the University are

valued insofar as they enhance the professional growth of faculty and staff and thereby the learning experiences of students. However, employment with the University is the employee's primary responsibility and an employee's interest in outside employment must be balanced against the University's need for full productivity by the employee. Therefore, outside employment should not interfere with the employee's responsibilities and duties to the University and will not be considered as an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime. Further, outside employment should not result in unfair competition to the University or a conflict of interest or an appearance of a conflict with respect to the employee's responsibilities to the University. Should outside employment cause or contribute to any of these situations, the employee will be subject to disciplinary action, up to and including termination of employment.

Prior to accepting outside employment, you should discuss your plans with your supervisor and/or department head to ascertain whether such activity might interfere with or be in conflict with University employment. You should then complete the Outside Professional Activities form and submit it to Human Resources. You should also submit the appropriate vacation leave if the activity occurs during the time the employee is to work at the University. The University reserves the right to deny an employee's request to engage in outside employment.

For more information, see the Employee Code of Conduct or to obtain a copy of the form, contact Human Resources.

### **PROHIBITED CONDUCT**

The University expects each employee to act in a mature, professional manner at all times, and cannot anticipate and identify every type of behavior that will subject an employee to discipline. Below is a non-exhaustive list of misconduct that will result in employee discipline, up to and including immediate termination of employment without warning, depending on the seriousness of the misconduct:

1. Sexual harassment or other forms of harassment.
2. Falsification of employment application or other University documents or records.
3. Misrepresenting the University or an employee's role and position at the University.
4. Clocking in or reporting the time of arrival or time of departure for another employee.
5. Frequent tardiness or absenteeism; unauthorized absence from work area during work hours.
6. Loafing or sleeping on the job during work hours.
7. Insubordination (Defined as: any refusal to follow the instructions of supervisors, a department head, or other University management, including refusal to accept job assignments).
8. Using vile or abusive language.
9. Gambling on University property.
10. Unlawful manufacture, distribution, dispensation, possession, sale, processing, use, or being under the influence of a controlled substance or intoxicating beverage in the workplace or while engaged in University business on or off the premises.

11. Threatening, intimidating, coercing or fighting with another employee by word or deed.
12. Fighting or horseplay, provoking or participating in a fight on University property or while on duty.
13. Speeding or careless driving in a University vehicle or while on duty.
14. Unauthorized possession or use of firearms or other types of weapons while on University property.
15. Failure to obtain and maintain any required licensure and/or certification that relates to their employment with the University.
16. Inclusion on any sexual offender or predator registry.
17. Failure to report a criminal conviction.
18. Immoral, indecent or disorderly conduct of any nature while in the workplace, or while representing University on or off the premises.
19. Creating or contributing to unsafe or unsanitary conditions by act or omission.
20. Theft, fraud, or misrepresentation of information or other property belonging to University, to another University employee, or to a visitor at any University facility.
21. Soliciting tips or gratuities from visitors while in the workplace and/or at University events.
22. Unauthorized solicitation and distribution is prohibited during the working time of employees. Work time is for work. The University bulletin boards are for the use by the University. Employees may not use University bulletin boards without prior approval.
23. Unauthorized possession, use, distributing, copying, or reading of University records or disclosure of information contained in such records to unauthorized persons or entities.
24. Violation of any published rules, regulation or practice of University or of any division or department of the University.
25. Unauthorized overtime or work on behalf of the University. Employees will be compensated for all work performed but may be subject to discipline for the performance of unauthorized work.
26. Unauthorized use of the University's internal mail service for sending or receiving personal mail. Employees are not permitted to use the University's address for receiving personal bills, correspondence, or packages.
27. Unauthorized rearrangement or removal of University property, such as any furniture, equipment (i.e., computers, software, peripherals, etc.) and office supplies utilized by employees in the performance of their duties.
28. Destruction of or intentionally damaging University property.
29. Failure to immediately report damage to, or an accident involving University equipment or property.
30. Violation of the University's Code of Conduct and Ethics Policy.
31. Violation of any policy in this handbook, including the policies prohibiting discrimination and/or harassment and workplace violence.

## **WORKPLACE INVESTIGATIONS AND SEARCHES OF PROPERTY**

The University may conduct investigations relating to discrimination or harassment allegations, policy or rule violations, alleged theft, injuries or accidents, or other behavior or conduct that takes place on University property or is related in any way to University business. Employees are required to cooperate in University investigations, and refusal to do so may result in discipline, up to and including termination of employment.

Likewise, access to the University's premises is conditioned upon its right to inspect or search the vehicle or personal property of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, computer files, or similar places. Because a routine inspection or search might result in the viewing of an employee's personal possessions. Employees are encouraged not to bring any item of personal property into the workplace that they do not want revealed to the organization.

From time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving, or on the premises or property of the University. Refusal to cooperate in such an inspection or search is grounds for termination.

### **CORRECTIVE ACTION**

Instances of unacceptable behavior or misconduct, and poor work performance are subject to corrective action. Corrective action is designed to provide employees with guidance on achieving standards in areas that need improvement, such as meeting job expectations and proficiency, dependability issues, personal conduct, customer service (see Customer Service Policy), and general compliance with University policies and procedures. The purpose of corrective action is to formally document, notify employees of problems while providing an employee with a reasonable time within which to improve performance.

In the process of applying corrective action, supervisors may assess increasingly severe penalties for repeated violations and/or continued poor performance, which will typically include:

- Counseling or verbal warning;
- Written reprimand such as first (1<sup>st</sup>), second (2<sup>nd</sup>) or third (3<sup>rd</sup>) final warning;
- Non-paid suspension;
- Paid suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

In the case of serious misconduct or prohibited conduct, an employee may be suspended and/or discharged on the first offense. See Prohibited Conduct Policy for more information.

Employees should acknowledge receipt of the corrective action and may attach any additional comments of their own. A copy of the corrective action process or plan is placed in the employee's personnel file in the Office of Human Resources.

Employees who fail to improve their unacceptable behavior or performance after receiving a written warning or suspension may be terminated from employment. Further, unacceptable behavior/performance that is extreme and/or persistent, in the University's sole discretion, may result in immediate suspension and/or termination. This policy provides *guidelines* only. One or more steps may be skipped and/or immediate suspension or termination may result in cases the University deems a serious violation of policy. The assignment of specific tasks or duties shall not be considered corrective action and is not discipline under the Handbook.

### **90 DAY PROBATIONARY PERIOD**

All employees are subject to a ninety (90) days probationary period from the date of hire. This period of time provides the University with an opportunity to observe and evaluate the capacity of the employee in areas that include, but are not limited to: possessing the competencies necessary to satisfactorily perform the essential functions of the job; achieving demonstrable results; behaviors, work habits, dependability, conduct, and the employee's relationship with individuals at all levels. Additionally, employees who meet the six (6) months of the employment requirement for a transfer or promotion and that have applied and received a transfer or promotion are also in a probationary period for the initial ninety (90) days in the new position. As a result, the University may choose to forego corrective action during the probationary period and may terminate employment immediately. Supervisors may extend the probationary period after consulting with Human Resources. Successful completion of the probationary period does not guarantee continued employment or change an employee's at-will employment status.

### **EMPLOYEE PERFORMANCE APPRAISALS**

Employee performance appraisals are a communication and training tool used by supervisors to help employees maintain good performance, overcome poor performance, and/or improve overall performance. Employee performance feedback and appraisals are an on-going, everyday process that are conducted at the end of an employee's ninety (90) days probationary period and "formalized" each fiscal year (July 1) afterwards with a written appraisal. Supervisors are responsible for completing performance appraisals on each employee and forwarding them to Human Resources each fiscal year. Completion of a performance appraisal does not necessarily mean that an employee will receive a compensation adjustment.

### **ACCESS TO PERSONNEL FILES AND CREDENTIALS**

Personnel files are confidential and are not provided to persons outside the University without the employee's consent, legal authorization, or a subpoena/court order. Human Resources is the record keeper for all original employment files. The supervisor may maintain supervisory files; however, they must submit to Human Resources all original documentation that pertains to their employee's personnel file. Employees interested in reviewing their personnel file may submit a request in writing to Human Resources. Proof of official transcripts, current occupational licenses, certificates of training, and other documents requested by Human Resources are to be maintained in the employee's personnel file. Employees are expected to provide updates to Human Resources regarding beneficiaries, dependents, contact information including address, and etc.

The Office of Academic Affairs will house official faculty personnel files, including files used to reach decisions on promotion, tenure, and retention. Academic Affairs is responsible for maintaining and safeguarding faculty personnel files, providing Human Resources copies of faculty personnel documents, and for granting access to authorized individuals charged with reviewing files under the terms of this policy.

### **CONFLICT RESOLUTION**

Employees are encouraged to freely discuss with their supervisors any problems, concerns or questions they may have about any work-related issues.

Employees who believe that they have not been treated fairly or who have concerns about other workplace matters, and who have been unsuccessful in reaching a satisfactory resolution through discussions with their supervisor, may discuss their concerns with a representative of Human Resources and/or the University's General Counsel, or the through the University Hotline at 1-866-943-5787. Individuals may also report any violations of University policies, codes, or laws through the University hotline 1-866-943-5787. Employees should follow the Employee Complaint Procedure when reporting any form of unlawful harassment, discrimination or retaliation. The University prohibits retaliation against any employee who, in good faith, reports any issues, problems or concerns in accordance this policy.

### **MANDATORY REPORTING OF SUSPECTED CHILD ABUSE**

All employees, regardless of their position or employment status, are mandated reporters under the Louisiana Child Abuse Reporting Law. As such, employees who have reasonable cause to believe that a child under the age of 18 may be subject to abuse or neglect are required by law to promptly report their suspicions to Human Resources.

### **CAMPUS PARKING**

All employees who wish to park on campus must register on an annual basis with the University Police Department and purchase a parking decal. The annual expiration date for parking decals is August 1st. Employees must renew their parking decal prior to August 1 each year.

All employees are required to observe the driving and parking privileges outlined in the Safety, Parking and Traffic Regulations Brochure and the University's Regulations Governing Motor Vehicle Parking, which may be obtained from the University Police Department. Citations will be issued for parking violations.

The University reserves the right, at its discretion, to change parking fees, policies, regulations and procedures that affect parking on University property.

Accessible parking privileges are available to employees who are temporarily or permanently disabled. Only employees who have obtained a University accessible parking permit will be eligible to park in an accessible space.

Employees park on campus at their own risk. The University is not responsible for loss or damage to employee vehicles or valuables left inside employee vehicles.

## **SMOKING**

The University is a Smoke-Free Workplace and Campus. Smoking is prohibited on campus.

The University's interest in establishing this policy is not based on moral judgments, or with the specific intent to deny one group of employees/students their rights over other employees/students. The purpose of the policy is to establish such controls and safeguards as deemed in the best interests of the University.

The University makes available, through the Employee Assistance Program (EAP), smoking cessation programs to promote a safe and healthy environment. If you would like further information about this and all of the University's EAP programs, contact Human Resources.

## **SOLICITATION, DISTRIBUTING, AND POSTING**

The University prohibits the solicitation, distribution and posting of materials on its property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported and authorized by the University and University-sponsored programs related to University services and events.

Non-employees may not solicit employees or distribute literature on the University premises at any time.

Employees may not solicit other employees or distribute literature during work times, except in connection with a University approved or sponsored event.

The posting of materials or electronic announcements are permitted with approval of an authorized supervisor or Human Resources.

Report to Human Resources any violation of this policy.

## **II. EMPLOYEE CODE OF CONDUCT**

### **INTRODUCTION**

Dillard University is committed to the highest standards of professional and ethical conduct, and the principles of fairness, honesty, respect, civility, and accountability. These principles assist Dillard in providing parents and students, local and state governments, suppliers, donors, and the general public with the utmost level of confidence in our organization, educational services, administrative business processes, and financial data. The purpose of this Code of Conduct is to guide the University's employees with respect to standards of conduct expected in areas where improper activities could damage the University's reputation or otherwise result in serious adverse consequences to the University and the employees involved.

All employees of the University must abide by the principles in this Code of Conduct, and execute their duties and responsibilities to the University with the highest level of integrity, objectivity, and prudence, avoiding illegal, unethical, or immoral acts, including, but not limited to, illegal or discriminatory activities, breaches of confidentiality obligations, fraud, theft, and misappropriation.

The standards of behavior set out in the Code of Conduct are expected of all employees, both during work hours and whenever their behavior impacts their job responsibilities for the University or the University's relationship with others or its reputation.

The University recognizes that different organizations have different standards and principles governing employee conduct. However, just because a certain action may be acceptable by others outside of the University as "standard practice," that is by no means sufficient reason to assume that such practice is acceptable at Dillard. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this Code of Conduct outline some basic guidelines for ethical and proper behavior at the University. Whenever employees are in doubt, they should consult with Human Resources.

### **POLICY ON ETHICS AND CONFLICT OF INTEREST**

All employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the University. In particular, all employees are expected to:

- Perform their work with integrity, honesty, objectivity, diligence, and responsibility;
- Act with a high level of prudence and due professional care, avoiding any real or apparent conflicts of interest;
- Act in good faith without misrepresenting material facts or allowing their independent judgment to be subordinated;
- Accord respect to self and others and accept responsibility for all actions;
- Observe the law and make disclosures expected by the law;
- Comply with all University policies and procedures;



- Proactively promote ethical behavior amongst peers, in the work environment, and the community;
- Exercise responsible use and control over all University assets and resources;
- Respect and contribute to the legitimate and ethical objectives of the University; and
- Avoid being a party to any illegal activity or engaging in acts that reflect poorly on the University.

## **CONFLICTS OF INTEREST**

A conflict of interest arises when employees have an existing or potential interest that impairs or might impair their independent judgment in the discharge of their job responsibilities and duties to the University, or they place in a position where they could use their position to create benefits for their private interests or to give advantages to others. Conflicts of interest or unethical behavior may take many forms. While this policy discusses some specific examples of conflicts of interest and unethical behavior below, the University cannot anticipate every type of situation that might create a conflict of interest or amount to unethical behavior. Employees are encouraged to seek assistance from Human Resources if they have questions regarding a potential conflict of interest.

**Every employee is responsible for disclosing any actual or potential conflicts of interest to the University in accordance with the Disclosure of Conflicts of Interest Policy below.**

### **A. Relationships with Vendors or other Third Parties**

A conflict of interest may arise when an employee or someone with whom the employee has a close personal relationship has a financial or employment relationship with a competitor, vendor, potential vendor, a supplier of goods or services to the University, or any other party with whom the University does business. Trustees, officers, faculty members, and employees of the University shall conduct their duties with respect to contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the University in a completely impartial manner without favor or preference, based upon any consideration other than the best interest of the University.

### **B. Gratuities and “Kickbacks”**

Dillard personnel shall not use their position to secure special privileges for themselves or their close relatives (see definition below under “Nepotism”). Employees shall not give, offer, or promise anything of value to anyone to enhance relations with that individual or their firm, regardless of whether that individual is in a position to influence any decisions with respect to the University or its activities. This includes, but is not limited to, entertainment, meals, refreshments, gratuities or gifts, loans, rewards, compensation, or other monetary remuneration. This also applies to all contractors, subcontractors, and/or vendors for the purpose of improperly obtaining or receiving favorable treatment. No Dillard personnel shall solicit or accept anything of value from any government official, contractor, subcontractor, vendor, or others for such a purpose.

### **C. Nepotism**

Close relatives may not be employed where one is in a position of influence over another. Close relatives include husband or wife, parent or child, son-in-law or daughter-in-law, brothers or sisters. A position of influence exists in instances where selection for employment, judgments concerning performance, compensation, status, fitness for promotion or discipline/discharge require the action of one person with respect to the other.

#### **D. Use of Confidential Information**

A conflict of interest may arise when an employee or someone with whom the employee has a close personal relationship may receive a material benefit from knowledge of information that is confidential to the University. Employees may not use proprietary and/or confidential information for personal gain or to the University's detriment, and they shall not use University assets or labor for personal use.

Security and confidentiality of University records are matters of concern for all employees who have access to manual or computerized information and files. Each person working with University information holds a position of trust and must recognize the responsibilities of preserving the security and confidentiality of the information. Since a person's conduct, either on or off the job, may threaten the security and confidentiality of the information, any employee or person with authorized access to the system is expected to:

- Not make or permit unauthorized use of any information or files;
- Not seek personal benefit or permit others to benefit personally from any confidential information that has come to them through their work assignment;
- Not exhibit or divulge the contents of any record or report to any person except in the conduct of their regular work assignment;
- Not remove any official record of report (or copy) from the office where it is kept except in performance of regular duties or with prior approval;
- Not operate or request others to operate any University data-processing equipment for personal business; and
- Immediately report any breach of confidentiality requirements of the Employee Code of Conduct or any other policy to Human Resources.

#### **E. Failure to Competently Execute Job Duties in Accordance with Applicable Law**

All employees have an obligation to execute their duties and responsibilities with professional care and skill to the best of their knowledge and abilities. To that end, all employees must familiarize themselves with the appropriate University and/ or departmental policies procedures, applicable laws and regulations, and other rules as required to perform their respective jobs.

#### **F. Misleading or Untruthful Financial Reporting**

All University accounts, financial reports, tax returns, expense reimbursements, time sheets, and other documents, including those submitted to outside agencies, must be accurate, clear, timely, and complete. All entries in University books and records, including departmental accounts and individual expense reports, must accurately reflect each transaction. It is unlawful for any employee

to take an action to fraudulently influence, coerce, manipulate, or mislead an auditor engaged in the performance of an audit for the purpose of rendering the financial statements materially misleading.

### **G. Conflicts of Commitment**

A conflict of commitment occurs when an employee's involvement in external activities adversely affects their capacity to meet that their primary obligation to the University due to a perceptible reduction of the employee's time and energy devoted to University activities.

### **H. Acceptance of Gifts, etc.**

Employees shall not seek or accept for themselves or on behalf of anyone else any gift, entertainment, or other favor from contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the University except for gifts that have a nominal retail value and are provided on appropriate occasions (for example, a holiday gift) or as common courtesies consistent with ethical and accepted business practices. Employees are cautioned not to accept any form of remuneration or nonbusiness-related entertainment, and employees shall not sell to third parties any information, products, or materials acquired from the organization.

### **I. Use of University Assets for Personal Benefit or Self-Dealing**

Unwarranted personal benefit, self-dealing, and loans from the University to Board of Trustees, officers, faculty members, and other employees are strictly prohibited.

## **DISCLOSURE OF CONFLICTS OF INTEREST TO THE UNIVERSITY**

Each of the University's Trustees, officers, faculty members, and employees shall have the continuing affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling responsibilities to the University.

### **A. Disclosure of Conflicts of Interest**

If any employee has a financial or employment relationship with a competitor, vendor, potential vendor, or other person or entity who does business with the University, the employee must disclose this fact in writing to Human Resources. The University will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, the University may be forced to ask the employee to tender his/her resignation. The University has sole discretion to determine whether such a conflict of interest exists.

### **B. Confidentiality with Respect to Conflicts of Interest**

All information concerning actual or potential conflicts of interest shall be held in confidence unless required by law or the best interests of the University dictate otherwise.

### **C. Validity of University Contracts and Obligations**

The failure of the University, its Trustees, or any or all of its officers, faculty members, and other employees to comply with this conflict of interest policy shall not invalidate, cancel, void, or make voidable any contract, relationship, grant, action, transaction, debt commitment or obligation that otherwise is valid and enforceable under applicable law.

#### **D. Contracting with Employees**

The University shall refrain from entering into a contractual relationship with any vendor or supplier of goods or services in which a Trustee, officer or member of the President's executive committee has a close personal relationship, a financial relationship, or employment relationship. In the event that the University contemplates entering into a contractual relationship with any vendor or supplier of goods or services in which any other employee of the University has a close personal relationship, a financial relationship, or employment relationship, it will take the following steps:

1. The University shall require that the employee fully disclose the nature of his/her relationship with the vendor or supplier of goods or services;
2. The University shall endeavor to secure two additional quotes for the goods or services to be rendered;
3. The contract administrator or University's Vice President for Business and Finance shall verify that the goods and/or services are being provided at or below market rate.
4. The contract administrator or University's Vice President for Business and Finance shall verify that the employee was not responsible for selecting a vendor for the goods or services at issue.
5. The Vice President over the department seeking to enter into an agreement with an employee for goods and/or services shall verify that the provision of such goods and/or services are not part of the employee's normal duties and that the employee will not provide such goods and/or services during the employee's normal work hours.

### **POLICY ON FRAUD**

#### **A. Purpose of Fraud Policy**

This policy is established to protect the assets and interests of the University and increase awareness of all employees of their responsibility for reporting suspected fraud. The creation and implementation of and adherence to this fraud policy will help assure that the highest standards of professional ethics are maintained by all.

#### **B. Definition of Fraud**

Fraud is a misrepresentation or suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may also result from silence or inaction.

## C. Policy Statement

Fraudulent activity of any kind, including for the benefit of the University, is expressly forbidden. This policy applies to all University employees and will be enforced without regard to past performance, position held or length of service. All persons found to have committed fraud relevant to University assets shall be subject to disciplinary action by the University and investigation by external law enforcement agencies when warranted.

It shall also be a violation of this policy for any University employee to make an accusation of fraudulent conduct with the reckless disregard for truth, for the purpose of being disruptive or causing harm to another individual or to the University.

## POLICY ON CONSENSUAL RELATIONSHIPS

### A. Introduction

Interactions between the students of the University and those administrators, faculty and staff who have institutional authority over them are to be guided by mutual trust, confidence, and professional ethics. Any consensual relationship between a student on the one hand and any faculty member, administrator, or staff member on the other has the potential to put these values at risk. Likewise, familial or collegial relationships (such as holding a position of authority over one's children, one's colleagues, or family members of colleagues) may lead to the reality or the perception of bias. The University calls the attention of all members of the university community to these dangers and notes the appropriateness of existing grievance procedures for dealing with abuses that may arise in all these situations. In this policy, the University wishes to deal with the specific issue of consensual relationships in which one of the parties holds a position of authority over the other. The power differential characterizing such relationships creates the risk of conflicts of interest, violations of trust, abuses of power, and breaches of professional ethics.

The Policy on Consensual Relationships is intended to guard against such risks while protecting the rights of all parties. Acts or allegations of harassment shall be handled in accordance with the University's Harassment Policy and/or Title IX Policy, which shall take precedence over this policy with respect to such acts or allegations. Acts or allegations regarding nepotism shall be handled in accordance with the University's Nepotism Policy, which shall take precedence over this policy with respect to such acts or allegations.

### B. Policy

Those employed by the University shall not engage in consensual relationships with students relative to whom they hold a position of authority (see definition below) in matters including, but not limited to, instructing or otherwise evaluating, supervising, or advising the student as part of any school program or activity, whether academic or non-academic. Should a consensual relationship develop between a person in a position of authority and a student, the person in authority shall **immediately** remove him or herself from such position of authority. The greater responsibility for termination of the position of authority rests with the person in authority. However, all members of the University community bear a responsibility. Persons in authority with no professional responsibilities for a student must be sensitive to the perception that

consensual relationships may lead to preferential treatment. If the person in authority or the student declines to dissolve the institutional relationship, the University will take steps to do so.

## **B. Definitions**

1. Persons in authority include, for the purposes of this policy only, those who supervise, advise, teach, coach, evaluate, allocate financial aid to, and/or guide research by students, be they:

- a. Faculty members
- b. Coaches
- c. Graduate students
- d. Staff members, or
- e. Administrators.

2. Students are defined as all full- or part- time students enrolled in any academic division of the University.

3. A consensual relationship is defined as any consensual dating, romantic, sexual, or marriage relationship. The definition of consent can be found in the University's Title IX policy.

4. Position of authority includes, but is not limited to, situations in which an employee:

- a. Makes or is responsible for an evaluation of a student for admission, course-work, employment or internship, promotion, financial aid, research funding, suspension, expulsion, or other discipline;
- b. Has the authority to provide some benefit or service to a student; or
- c. Has the authority to impact an athlete's playing time and/or practice schedule.

(Note: Those providing instruction without evaluation are not necessarily in positions of authority. This is reviewed on a case by case basis by the academic officer to whom the individual reports.)

## **C. Procedures**

When a consensual relationship exists or develops, the position of authority over the student **must** be avoided or immediately terminated. Avoidance or termination includes, but is not limited to:

1. A qualified alternative faculty, staff member, or administrator taking the position of authority in non-course-based academic work or student employment;
2. The student not enrolling in a course, dropping a course, or transferring to another course or section taught by another individual; and/or
3. Transferring to another person the authority over any benefit(s) for which the student is eligible.

An allegation that a person in authority has failed to avoid or terminate a position of authority when a consensual relationship has developed will be referred in writing to the Office of Human Resources. The person making a complaint (hereinafter the “Complainant”) may be a faculty member, staff member or a student. The complaint, and all supporting evidence and information, must be given in writing. Once an alleged violation of this policy has been reported, the written complaint shall be reviewed by the Director of Human Resources to confirm that the complaint being made falls within the scope of this policy and that all initial documentation has been prepared. The Director of Human Resources shall consult with the Complainant and the cited student, if necessary, to ascertain what witnesses should be interviewed, and to make sure that all concerned understand the workings of this policy. The Director of Human Resources shall also instruct the cited student to consult with the University’s Title IX Coordinator. The Title IX Coordinator shall also inform the cited student of his or her rights under this policy, including the right to be accompanied to the hearing by a counselor/advisor.

The Director of Human Resource’s initial review shall take place, if possible, within three (3) working days of the time when the formal charge is made. If, in the considered opinion of the Director of Human Resources, the charge is improper and should not be taken to an inquiry, that decision shall be communicated to the division’s Vice President (“VP”) and then to the Complainant.

If the charge is brought to a hearing, all parties to the case on either side shall be allowed four (4) working days to review all the written documents before the date set for the hearing. In the case of a faculty member, the hearing body is the faculty grievance committee. In the case of a staff member, the University’s General Counsel shall serve as the hearing examiner and present his or her recommendation to the President of the University. In the case of an administrator, the hearing will be conducted by the person to whom the administrator reports.

Within seven (7) working days of receiving the complaint, the designated body or officer of the University shall have completed the hearing and arrived at a finding concerning whether a consensual relationship exists. The finding and recommendation will be communicated to both parties and the VP. If the finding is that a consensual relationship exists and neither of the parties agrees to termination of authority, the VP shall terminate the position of authority between the two persons. In the case of a faculty member, the school grievance committee will inform both parties and the Vice P of its findings. The VP has discretion to implement the committee's recommendation or fashion an alternative remedy. In the case of a staff member, the President of the University shall have the discretion to implement the General Counsel’s recommendation or to fashion his or her own remedy. In the case of a student declining alternative instruction, alternative supervision of non-instructional academic work, or alternative work supervision, the Vice President of Student Success (“VPSS”) shall have the discretion to implement a remedy. In the case of an administrator, this will be the person to whom the administrator reports. In the case of the President of the University, this will be a full session of the Board of Administrators.

## **F. Appeals**

Appeals must be made within five (5) working days of the receipt of the written notice of the investigation. Where the accused is a faculty member, any appeal must be filed in writing with the VPAA. Where the accused is a staff member or an administrator, the President of the University

shall review appeals. When the accused is the President of the University, the full Board of Administrators shall review appeals.

#### **D. Objectivity**

The Complainant and the cited parties are entitled to an investigation conducted by an impartial investigator. Thus, if any person charged with overseeing or investigating complaints is implicated in the complaint or has any personal issue that would cause a conflict of interest, he or she shall recuse him or herself from the proceeding.

#### **E. Notice of Outcome**

In no more than two (2) working days after a decision has been reached, the appropriate officer of the University shall notify the parties to the proceeding, in writing, of the findings and the outcome of the investigation.

#### **G. False Allegations**

Persons who knowingly make false allegations that a consensual relationship coexists with position of authority shall be subject to appropriate sanctions based on the severity of the conduct and in accordance with the provisions of applicable statutes, employment contracts, university policies, disciplinary procedures for faculty as described in the Faculty Handbook, disciplinary procedures for staff as described in the Employee Handbook and disciplinary procedures for students as described in the Code of Student Conduct and other student discipline codes. If the complainant is found guilty of making a false allegation, a letter is to be placed in the complainant's permanent file containing that finding.

#### **H. Faculty Rights**

Nothing herein shall abridge the rights of faculty as outlined in the University Faculty Handbook.

### **VIOLATIONS OF THE CODE OF CONDUCT**

Each person is responsible for ensuring that their own conduct and the conduct of anyone reporting to them fully complies with this policy. Any employee who is aware of a violation of any provision of this Code of Conduct should promptly report such behavior to Human Resources or to the University's toll-free hotline number 1-866-943-5787. Reports may be made confidentially and/or anonymously through the hotline system. All reports will be reviewed by the Internal Auditor and/or the General Counsel. All investigations shall be led by the Office of Legal Affairs. The reporting employee shall refrain from further investigation of the incident, confrontation of the alleged violator, or further discussion of the incident with anyone other than an appropriate member of the Offices of Internal Audit and Legal Affairs, who are responsible for the investigation. All investigations, documents, and reports shall be considered confidential and highly security-sensitive to the extent allowed by law.

The University will not tolerate any retaliation or punishment against individuals who in good faith provide information concerning suspected fraud, conflicts of interest, or violations of the Code of Conduct.



Violations of the Code of Conduct will result in appropriate disciplinary action up to and including discharge from employment. Violations of the Code of Conduct may, in some circumstances, also subject an individual to civil or criminal charges and penalties.

### **QUESTIONS ABOUT THE EMPLOYEE CODE OF CONDUCT**

Any questions about the University's Employee Code of Conduct may be directed to:

General Counsel  
Office of the President  
Dillard University  
2601 Gentilly Blvd.  
New Orleans, LA 70122  
generalcounsel@dillard.edu  
504-816-4546

or

Internal Auditor  
Office of the President  
Dillard University  
2601 Gentilly Blvd.  
New Orleans, LA 70122  
wbrooks@dillard.edu  
504-816-4039

### **WHISTLE BLOWER POLICY**

All members of the University community are strongly encouraged to report any potential violation of law, Code of Conduct violations, or improper activity to Human Resources or to the University's toll-free hotline number 1-866-943-5787, which can also be found on the University's webpage. Reports may be made confidentially and/or anonymously through the hotline system. The University strictly prohibits any retaliatory actions against any employee for making a good-faith report of a potential violation of law or improper activity. The University also strictly prohibits direct, indirect, or attempted use of any University official's authority, influence, title or position for the purpose of interfering with the rights of another employee or constituent to disclose any improper activity or violation of law, University policy, or the Code of Conduct.

If an employee believes that he/she has been retaliated against in violation of this policy, the retaliation should be reported through the University's toll-free hotline number 1-866-943-5787. A retaliation complaint should set forth, in sufficient detail, the necessary facts and circumstances, including dates and names of relevant persons and the alleged retaliatory acts.

The University will take the appropriate action necessary to prevent and correct violations of this Whistleblower Policy. Notwithstanding the foregoing, any individual who files a baseless allegation shall not be protected under this policy.

### **III. COMPENSATION**

**Dillard University strives to establish compensation programs that attract, retain, and engage talented staff in an environment that promotes fairness and competitiveness, and is in compliance with applicable federal and state laws and regulatory requirements.**

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#### **PAYMENT OF WAGES**

All employees are paid on a semi-monthly basis. Employees receive paychecks on fifteenth (15<sup>th</sup>) and last workday of the month. The amount of each paycheck is compensation for all hours worked during the relevant pay period, which is typically the preceding two-week period, ending on the prior Saturday.

If the fifteenth (15<sup>th</sup>) falls on a Saturday or Sunday, employees will be paid on the preceding Friday. If the normal payday falls on a University-observed holiday, paychecks will be distributed on the previous workday. Under no circumstances will the University release any paychecks prior to the announced schedule.

#### **Payroll Deduction**

The University is required by law to deduct the following from your paycheck: Federal Income Tax, Louisiana State Tax, and Social Security Tax. You may arrange through the Payroll Office to have additional deductions withheld from your paycheck. Voluntary deductions may include, but are not limited to, group insurance, charitable donations and your retirement plan. All authorized deductions are recorded on the check stub of each paycheck.

#### **Direct Deposit**

Direct deposit of employment checks is required of all employees. Forms and information on this process are made available during orientation with Human Resources.

#### **Overpayment of Wages**

The Payroll Department strives to pay employees correctly and promptly in accordance with approved transactions and time entries processed by departmental personnel each payroll cycle.

An overpayment occurs when an employee is compensated more than the amount owed for a given pay period. Overpayments are legal debts to the University and must be repaid regardless of the origin, error, or amount.

Situations contributing to overpayments include, but are not limited to, administrative error, late terminations, duplicate transactions, untimely processing of unpaid leaves of absence, or time reporting errors.

Regardless of the reason for the overpayment, the University will recoup and/or pursue repayment of any overpaid amount in full. Prevention of overpayments and timely resolution of overpayment errors are important for the proper and responsible management of all University funds.

Employees are expected to review their salary payments each pay period for accuracy and promptly report any discrepancies to their supervisor and the Payroll Administrator.

## **HOURS OF WORK AND OVERTIME**

### **A. Hours of Work**

Regular hours of work vary with job classification and responsibilities, in accordance with the below guidelines:

1. Hours of work for faculty and other professional and administrative staff are dictated by individual class schedules and/or other job responsibilities.
2. University administration offices are open Monday-Friday 8:00 AM to 5:00 PM. Full-time employees who work in these offices generally work a standard forty (40) hour week between 8:00 AM to 5:00 PM, with one-hour off for lunch. Non-exempt employees shall be free from any work obligations during their one-hour lunch period and may not work during their lunch periods without prior approval from their supervisors. However, all time worked, even unapproved time, must be properly recorded as provided in the below section of this handbook concerning Reporting Work Hours and Overtime.
3. Full-time facilities, residential life, and campus police employees generally work forty (40) hours per week; however, specific shift hours are designated by their department so as to provide coverage around the clock.
4. Regular part-time and temporary employees' work hours are determined by their department needs and pre-arranged schedules.
5. Supervisors have the authority to rearrange work schedules and/or locations to meet departmental needs. An employee's work schedule may be adjusted for flexibility in the beginning and ending times of the workday without changing the total hours worked in a work week at the approval or denial of a supervisor. A flextime adjustment must specify a core period of time during the day in which employees must work within the current work week.
6. Compensatory time (time off taken in lieu of pay) is strictly prohibited, unless required by law.

### **B. Reporting Work Hours and Overtime:**

Depending on the University work needs, employees may be required to work overtime. All non-exempt employees are paid:

1. Time and one-half times ( $1\frac{1}{2}$  x's) the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week.

2. Two times (2 x's) the employee's regular rate of pay for up to eight (8) hours for time scheduled, approved, and worked on holidays, except when such hours are part of the employee's normal work schedule.

Paid holidays, vacation days and excused/non excused absences shall not be considered as time worked for the purpose of computing overtime pay.

Prior written approval from supervisor is required before an employee works overtime if the employee is not exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA"). All hours worked will be appropriately compensated; however, non-exempt employees working overtime without prior written approval will be subject to disciplinary action. Supervisors are responsible for accurately verifying and reporting all overtime worked by their employees.

In the event that a non-exempt employee believes that he or she will not be able to complete a task or series of tasks within the normal forty-hour work week, he or she should immediately notify his/her supervisor. The assignment of a unique task or the establishment of a short deadline does not, in and of itself, constitute authorization to work overtime. Employees must have specific, written authorization to work overtime.

Further, non-exempt employees are **NOT** permitted to work off the clock. While all hours worked will be compensated appropriately, an employee's failure to report hours accurately in the University's time-keeping system (ADP), whether too low or too high, will result in disciplinary action. Employees should immediately notify Human Resources or General Counsel in the event that a supervisor explicitly or implicitly directs an employee to work overtime without recording overtime hours. To the extent possible, such notification shall be kept confidential. Any retaliation against an employee for reporting any violation of this overtime policy is strictly prohibited and will result in discipline up to and including termination.

Any questions regarding an employee's right to overtime pay or his/her status under the FLSA as exempt or non-exempt should be directed to Human Resources.

### **IMPROPER DEDUCTIONS FROM WAGES**

The FLSA prohibits an employer from deducting amounts from the pay of certain salaried employees unless the deduction is for one of the following reasons:

1. Statutory or voluntary deductions (taxes, wage garnishments, employee's portion of benefits, etc.).
2. To offset amounts received as payment for jury fees, witness fees or military pay.
3. Penalties imposed in good faith for violating safety rules of major significance.
4. Disciplinary suspension of one or more full days for violation of workplace conduct rules.
5. Partial pay for first or last week worked.
6. Unpaid leave taken pursuant to FMLA.

7. Absence from work for one or more full days for personal reasons, or for sickness or disability, if the deduction is made under a bona fide wage replacement plan.

**QUESTIONS ABOUT WAGES OR IMPROPER DEDUCTIONS**

Any employee who believes that amounts have been wrongfully deducted or withheld from his/her pay in violation of the FLSA or any other federal, state, or local law should report the deduction to your supervisor, the Payroll Office, or Human Resources.

In addition, employees are required to immediately notify the Payroll Office or Human Resources in the event they believe they have been improperly classified as exempt from the FLSA requirements, have not been properly paid owed wages or overtime, or if there is a mistake in their paycheck or any expense reimbursements, regardless of whether the mistake is to the benefit of the employee or the University.

**MERIT PAY FOR EXCEPTIONAL PERFORMANCE AND EQUITY**

The pay for performance merit program seeks to proportionally recognize and reward individuals with salary increases based on performance that are above and beyond expectations. Merit equity is also intended to reward performance while addressing retention, equity, and compression issues. Given the control figure of three (3) percent, the overall increase range for satisfactory or better performance is zero (0) percent to ten (10) percent. Merit pay must be in consult with Human Resources and the approval of your division’s Vice President. The following salary increase ranges are guidelines to help to determine individual increases for eligible employees based on the overall performance appraisal ratings on the annual performance appraisals. An employee is not eligible for a merit increase until the completion of one (1) year. Supervisors must balance the allocation of a merit increase request within the overall three (3) percent budgetary control. The request will describe in writing the nature of the exceptional job performance and/or pay equity for which additional pay is requested, indicate the amount proposed, and specify the source of funds. No employee will be eligible for more than one award a year.

<p><b>Performance Rating:</b>  Unacceptable  Improvement needed  Met Expectations  Exceeded Expectations  Consistently Exceeded Expectations</p>	<p><b>Increase:</b>  0%  0%  up to 3 %  up to 5%  up to 10%</p>
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**A. Procedure**

1. A written request must explain the details of the sustained superior performance or the exceptional achievement/contribution of the employee.
2. A written request must be approved by the appropriate supervisor and Vice President or President.

The request should be attached to an Electronic Personnel Action Form (ePAF) form and routed for signatures:

3. To be eligible, an employee:
  1. An employee must be a regular full-time or part-time employee of the University.
  2. An employee must have a current performance appraisal with an accumulative rating above satisfactory and no individual rating below satisfactory.

The University has the discretion to forego merit pay due to budgeting.

## IV. BENEFITS AND LEAVE POLICIES

Dillard University aims to provide a selection of cost-effective, high-quality benefit plans so that employees may choose the plans and coverage that best fit their personal needs. The University also provides paid time away from work which is intended to provide employees the time they need to recharge as well as to fulfill their personal responsibilities. Paid time away from work is provided by the University through scheduled holidays, vacation time, sick time, time off for jury duty and other forms of paid and unpaid leave described in this handbook.

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### ELIGIBILITY FOR UNIVERSITY BENEFITS

The information in this handbook describes eligibility requirements that apply to employee benefits administered by the University, including paid sick leave, paid vacation, holidays, other types of paid and unpaid leave, and tuition remission.

**An employee's eligibility for benefits administered or insured by a third party, including the University's health, dental, and vision insurance, long term and short term disability, life insurance, and retirement plans, are governed by the applicable plan documents, including any relevant Summary Plan Descriptions. Information regarding these plans, including eligibility requirements and relevant Summary Plan Descriptions, may be obtained from Human Resources or the Benefits Specialist. To the extent that any information in the legal plan documents is inconsistent with any information in this handbook, the plan documents control.**

### EMPLOYEE CLASSIFICATION

An employee's status as full-time, part-time, temporary, or probationary will affect his/her eligibility for certain University-administered employee benefits, including vacation pay, sick leave, paid holidays, and bereavement leave. The following classifications apply:

***Regular Full-Time Employees*** – Regular full-time employees include:

1. Full-Time - Calendar Year: Employees hired to work a regular work week (40 hours per week, exclusive of lunch) every week during the Calendar Year (January - December).
2. Full-Time - Academic Year: Employees hired to work the regular work week (40 hours per week, exclusive of lunch) every week during the Academic Year (August - May).

**Regular Part-Time Employees** – Regular part-time employees include:

1. Part Time - Calendar Year: Employees hired to work up to 29 hours per week every week during the Calendar Year (January - December).
2. Part Time - Academic Year: Employees hired to work up to 29 hours per week every week during the Academic Year (August - May).

**Seasonal Employees:** Employees hired to work a specific period of time or season (full or part time) not to exceed 1000 hours per Calendar Year. Seasonal employees are not eligible for benefits.

**Temporary Employees:** Employees hired to work a specific period of time (full or part time) not to exceed 1000 hours per Calendar Year. Temporary employees may be eligible for benefits. Contact Human Resources for more information.

**Probationary Employees:** All newly hired full-time, part-time and temporary employees shall have a ninety (90) day probation period. The purpose of this period is to enable the University to determine if the employee preliminarily meets the qualifications of the job and to allow the employee to determine if he/she is suited for the job. Successful completion of the probationary period does not change an employee's status as an at-will employee.

**Credited Service:** For purposes of determining length of service with regard to benefits eligibility, regular full-time and regular part-time employees receive credit for all service from the employee's start date.

The University may, at the University's discretion, reinstate an employee who resigned, (or who's employment was terminated), and returns within six months. In those cases, the employee will retain his/her original employment date and length-of-service for benefit and leave purposes. Reinstatement may be at the same or a different position and/or salary. The employee will also retain any unused sick leave balance that existed at the time of separation from the University.

Supervisors wishing to hire an employee who separated employment with the University in the previous six months must contact Human Resources for eligibility of rehire. In such cases, an ePAF must be completed by the hiring supervisor and submitted to Human Resources. The ePAF should indicate "reinstatement" so that the employee's hire date may be adjusted, and benefits reinstated, if appropriate.

#### **A. Classification by Job Responsibilities**

Employees are also classified by the nature/responsibilities of their positions, in accordance with the guidelines below.

**The Cabinet:** consist of President, Vice President/Provost for Academic Affairs, Vice President for Student Success, Vice President for Enrollment Management, Vice President for Business and Finance, Vice President for Institutional Advancement, and General Counsel.

**Administrative Employees:** include all Supervisors, Directors, and Learned Professionals such as Accountants, Information Technology, Clergy, Nurses, and other management level employees



who perform work requiring the exercise of discretion and independent judgment with respect to matters of significance to the University.

**Clerical/Administrative Support:** include all office, clerical, and administrative support-staff.

**Service Employees:** include facilities, housekeeping, auxiliary, food service, residential life, university police, public safety, and etc.

**Academic Administrative Employees:** include Provost, Chairs, Deans, Director (Other), Academic Advisor, Librarian, Program Coordinator, Program Director, and their Academic Administrative Assistance/Associates. Coaches may also qualify to be classified as academic administrative employees.

**Academic/Instructors:** include both full-time and part-time faculty, tutors, lecturers and other employees who perform work “imparting knowledge”. Coaches may also be classified as instructors.

**Critical Position Personnel:** include all non-faculty administrative and executive staff members designated to (1) ensure the continuation of critical University operations; (2) attend to the needs of students and other members of the University community; and (3) protect the University’s assets.

## VACATION

### A. Eligibility

The University provides paid vacation days, equivalent to the employee’s daily pay (excluding overtime) to all regular full-time employees in accordance with the guidelines below. Part-time, temporary, probationary employees and faculty members are not eligible for paid vacation under this policy. Full-time employees accrue vacation time during their probationary period, but vacation may not be used until after satisfactory completion of the probationary employment period, subject to supervisor approval.

### B. Accrual

All employees will accrue vacation leave according to the schedule set forth below.

<b>Years of Service</b>	<b>Vacation Time</b>	<b>Accrual Rate</b>
<b>1-6 years</b>	<b>10 days</b>	<b>6.67 hours per month</b>
<b>7.0 years</b>	<b>11 days</b>	<b>7.33 hours per month</b>
<b>8.0 years</b>	<b>12 days</b>	<b>8.00 hours per month</b>
<b>9.0 years</b>	<b>13 days</b>	<b>8.67 hours per month</b>
<b>10 years</b>	<b>14 days</b>	<b>9.33 hours per month</b>
<b>11 years and up</b>	<b>15 days</b>	<b>10.0 hours per month</b>

### **C. Vacation Requests**

Vacation time may be taken at a time mutually acceptable to you and your supervisor. Employees should make their vacation requests as far in advance as possible, but no later than two weeks prior to the first day of the planned vacation. The University will attempt to grant an employee the vacation dates that he/she requests but reserves the right to deny any vacation request when, in the University's discretion, the requested vacation will interfere with University needs. No vacation may be taken until it is earned.

### **D. Unused Vacation**

All vacation days must be used within the fiscal year in which they are earned, except that a maximum of five (5) unused vacation days may be carried over from one fiscal year to the next. The fiscal year begins on July 1st and ends on June 30th. Upon separation of employment, employees will be paid for any unused vacation days.

### **HOLIDAYS**

The University recognizes certain days of religious and historical importance as holidays and pays employees for these days off. These include:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Thanksgiving
Mardi Gras	Friday after Thanksgiving
(Monday, Tuesday)	Christmas Eve Day
Holy Thursday & Good Friday	Christmas Day
Memorial Day	
Independence Day	

When a regular holiday falls on a Saturday, the holiday shall be observed the preceding Friday. When a regular holiday falls on Sunday, the holiday shall be observed the following Monday. The Christmas Eve holiday shall always be the preceding normal workday before the Christmas Day holiday.

### **A. Eligibility for Paid Holidays**

Regular full-time and regular part-time employees are eligible to receive their normal day's pay (excluding overtime) for holidays. Temporary, probationary employees are not eligible for holiday pay.

### **B. Requirements for Paid Holidays**

In order to qualify for holiday pay, an employee must work his/her regular scheduled days before and after the holiday. If an employee requests a day off, the day before or after a holiday, and it is approved by the supervisor, the day must be taken as an accrued vacation day, and the employee will be paid for the holiday.

- To be eligible for holiday pay, employees must work the last scheduled day immediately before and the first scheduled day immediately following the holiday.

### **C. Pay for Work on Holidays**

In the event a non-exempt employee is required/scheduled to work on an announced holiday, the employee shall be paid two times the employees regular rate of pay for each hour worked, and in instances where the non-exempt employee has already worked over 40 hours in that same week, then the employee will receive two and a half times (2.5) his/her regular rate of pay.

## **SICK LEAVE**

Eligible employees accrue eight (8) hours of sick leave semi-monthly for use when the employee must be absent from work due to illness/disability. Sick leave may not be used until after it is accrued. Pregnancy, childbirth or related conditions are included in this policy.

### **A. Eligibility**

Regular full-time employees, including faculty members and regular full-time employees who have not completed their probationary periods, are eligible to accrue and use sick leave. Part-time and temporary employees are not eligible for sick leave.

### **B. Requirements for Use of Sick Leave**

Sick leave shall only be used in the event that an illness renders an employee incapable of performing the essential functions of his or her job, **or** if his or her presence at work would expose co-workers to a communicable disease. We understand and appreciate our employees' commitment to work, but if you are too sick to come to work stay home. That is why we have provided this sick leave benefit to you.

Employees are expected to inform their supervisor as soon as possible and in any event within twenty-four (24) hours whenever they are unable to report to work because of illness or disability. The employee must make every effort to speak directly to a supervisor, rather than leaving a voicemail or sending a text message. The employee must contact their supervisor each additional day of absence. If an employee is absent 3 consecutive workdays or longer, Human Resources may require a fitness-for-duty certification confirming that the employee is unable to work.

Fitness-for-duty certifications shall indicate that the health care provider is familiar with the essential functions of the employee's job and that the employee is capable to perform such functions.

Alternatively, the certification may indicate that there are specific restrictions with respect to the employee's return to work. In such cases, the health care provider will indicate the anticipated duration of the condition resulting in the restriction and/or a date on which the employee's condition shall be reassessed. Human Resources will determine whether or not such restriction(s) impair the employee's ability to perform the essential functions of his or her job.

While we trust that employees will not take advantage of the sick leave benefit, there may be isolated incidents that suggest a pattern of abuse. In such circumstances, Human Resources may request a health care provider certification, even if an employee's absence is less than 5 consecutive working days.

Appointments for medical or dental examinations and/or treatment will be charged to accrued sick leave. Sick leave may be taken in minimum increments of a half-day/four (4) hours.

Upon exhaustion of accrued sick leave, an employee may request that sick time taken be charged against the employee's available vacation. If both accrued sick and vacation leave are exhausted, time absent from work will be charged as leave without pay, if applicable.

### **C. Failure to Notify University of Inability to Work**

An employee's failure to notify the University of his/her inability to work due to illness or injury may be grounds for termination. An employee that is absent and fails to notify his/her supervisor of the inability to work for three (3) or more days will be considered to have voluntarily resigned from his/her employment with the University. The termination effective date will be the first day of the absence.

### **D. Unused Sick Leave**

An employee may carry over four hundred and eighty (480) hours from one fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>) to the next. The maximum accumulation of sick hours are four hundred and eighty (480) hours.

## **BEREAVEMENT LEAVE**

In the unfortunate event of a death in the immediate family, a leave of absence of up to three (3) days with pay will be granted to all regular full-time employees who have completed ninety (90) days of service with the University. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Part-time, temporary, and probationary employees are not entitled to bereavement leave.

For purposes of bereavement leave, immediate family is defined as:

- Spouse
- Child
- Step-Child
- Parents (including in-laws), stepparents
- Siblings, stepsiblings
- Grandparents or grandparents of spouse
- Grandchildren

Eligible employees may be granted one (1) day leave with pay upon the death of other relatives. Employees should notify their supervisors of the need to take bereavement leave, and the expected length of the absence. The University may require the employee to provide proof of death and relationship to the deceased.

### **JURY DUTY**

Employees who are summoned for jury duty or who are subpoenaed as a witness in any judicial hearing may be granted a leave of absence upon the presentation of a venue order or subpoena. The employee should provide his/her supervisor with the jury summons or subpoena within three (3) workdays of receipt. Regular full-time and regular part-time employees will be paid while out on leave for Jury Duty, unless it would create serious operational challenges for the University.

### **PUBLIC OFFICE LEAVE**

An employee who is seeking public office or wishes to engage in political campaign activities may submit a request for leave to Human Resources prior to the date candidacy is filed or otherwise declared for public office. Public Office Leave is leave without pay and may only be taken by regular full-time employees with approval of the University.

### **PERSONAL LEAVE**

Short-term leaves of absence for any personal reason may be granted upon the approval of the supervisor, Human Resources, and/or President. The provisions of a personal leave are:

1. The leave is without pay.
2. The employee must have completed his/her probationary period.
3. The employee must request the leave in writing.
4. The employee is not eligible for FMLA or has exhausted all of their FMLA.

Personal leaves are normally granted for a maximum of six (6) months. This time may be extended upon the review and approval of the Administration. Personal leaves will not be granted for purposes of taking a job elsewhere or going into business for one's self. An employee may retain group health insurance during the approved leave provided the employee pays the employee portion cost of such insurance. An employee on personal leave may have his/her service date adjusted to reflect time lost during the leave.

### **MILITARY LEAVE UNDER USERRA**

The University will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four (4) years plus a one-year voluntary extension of active duty (five years total), if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless, required by law. However, employees may request to use any unused accrued vacation time to cover military leave.

Benefit coverage will continue for thirty-one (31) days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave that is less than ninety (90) days, employees will be reinstated to the same job. If leave is for more than ninety (90) days, employees will be restored to the same job or a similar job with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously.

Employees must apply for employment within 90 days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees were participants in the University's 403(b) plan at the time they left for military duty, they will be permitted to make additional contributions to the plan. Employees may initiate these additional payments as of their reemployment date and continue them for the period of time permitted by law.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

The University complies with all applicable provisions of the Family and Medical Leave Act of 1993 (FMLA). The FMLA generally gives eligible employees of a covered employer the right to take unpaid leave for a period of up to 12 work weeks in any 12-month period because of the birth of a child or the placement of a child for adoption or foster care, because the employee is needed to care for a child, a spouse or parent of the employee with a serious health condition, or because the employee's own serious health condition makes the employee unable to perform his/her job.

In addition, Section 585 of the National Defense Authorization Act (NDAA) amends the FMLA to permit a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) work weeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

FMLA leave is generally unpaid. However, the University requires employees to use all accrued but unused sick and/or vacation leave to the extent permitted by law. Thus, if leave is requested

for an employee's own serious health condition, the employee must use all of his/her accrued but unused paid vacation leave, personal leave and sick leave, and must apply such paid leave toward his/her annual FMLA leave entitlement. If leave is requested for any reason other than the employee's own serious health condition, the employee must use all of his/her accrued but unused paid vacation, but need not use accrued but unused paid sick leave or apply such sick leave toward his/her annual FMLA leave entitlement.

After all paid leave as described above has been exhausted, the remainder of the leave period will then consist of unpaid leave.

For the purpose of this policy, FMLA definitions are as follows:

**Child:** Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years old or a dependent adult.

**Eligible Employee:** An Eligible Employee is a U.S. citizen wherever employed or a U.S. resident employee.

**Employee Medical Leave:** An approved FMLA Leave or Non-FMLA Leave taken when the Eligible Employee is unable to perform the functions of his/her job because of the employee's serious health condition.

**Employee Personal Leave:** A discretionary and approved Non-FMLA Leave available to Eligible Employees for personal reasons or leaves requested by the Employer in the Employer's interest. Personal leave does not apply to leaves due to disability (whether occupational or non-occupational). Granting of personal leaves is discretionary to the Employer and shall not exceed a period of six (6) months in any Twelve Month Period.

**Employer:** Dillard University

**Family Care Leave:** A FMLA Leave for reason of (a) pregnancy, prenatal medical care, or the birth of a child of the employee; (b) to care for the employee's child after birth or the placement of a child with an employee in connection with the adoption or state approved foster care of the child by the employee; or (c) the serious health condition of a child, parent, or spouse.

**FMLA Military Leave:** Injured Service member Military Leave and Military Exigency Leave.

**Intermittent Leave:** Leave that is not taken all at one time.

**Injured Service member:** A member of the Armed Forces who is the employee's spouse, parent, child or next of kin and who has suffered a serious injury or illness while on active duty that may render the person unable to perform the duties of the member's office, grade, rank or rating.

**Military Exigency Leave:** A FMLA leave by an Eligible Employee for up to 12 weeks to address a qualifying exigency involving the Eligible Employee's spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves.

**Next of Kin:** The service member's nearest blood relative (other than his/her spouse,

parent, and child).

**Non-Family and Medical Leave of Absence (Non-FMLA Leave):** An approved paid or unpaid (depending upon eligibility) leave available to Eligible Employees for reasons other than a FMLA Leave. Types of Non-FMLA Leave include Employee Personal Leave and Non-FMLA Employee Medical Leave.

**Parent:** Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. Parent does not include a parent-in-law or grandparent.

**Qualifying Exigencies:** A qualifying exigency includes: (1) short notice deployment, defined as a call/order to active duty seven days prior to date of deployment (limited to seven (7) calendar days of leave beginning on the date the military member is notified of deployment); (2) military and activities related to call to active duty; (3) childcare and school activities (e.g. arrange for alternative childcare, provide childcare on urgent or immediate need basis, enroll child in new school or day care, attend meetings with school or day care staff); (4) make or update financial and legal arrangements; (5) counseling; (6) rest and recuperation (limited to five (5) days per leave, up to 12 weeks in a 12-month period, to spend with military member on short-term leave); post-deployment activities, defined as up to 90 days following termination of active duty status; and (8) additional activities agreed to by Employer and Employee.

**Reduced Leave:** Leave of reduced work hours in a day, or workdays in a week.

**Serious Health Conditions:** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or 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 school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Spouse:** Spouse is defined as a legal husband or wife.

**Twelve-Month Period:** For purposes of this policy, except as regards Injured Service member Military FMLA Leave, a "twelve-month period" is measured backward from each day of a FMLA or non-FMLA Leave.

**Eligibility for Leave:** In order to be eligible for leave under the Family and Medical Leave Act, an employee must have been employed by the University for at least one (1) year, and must have worked for at least 1,250 hours during the preceding 12-month period with the University. For employees not eligible for Family and Medical Leave, the University will review business considerations and the individual circumstances involved in order to determine whether discretionary Personal Leave is appropriate. Except for those employees designated as key employees or those ineligible for FMLA leave who are given discretionary leave, employees will return to the same or to an equivalent position upon their return from leave. (A "key employee" is defined as a salaried FMLA eligible employee who is among the highest paid 10 percent of all



employees within 75 miles of the employee's worksite. Key employees are further addressed below)

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a doctor or other health care provider. When the condition involves you, the term means a condition that makes you unable to perform the functions of your position. Where the condition involves your spouse, child or parent, the term means a condition that requires that you be absent from work for the care of your family member.

**Duration of Leave:** No otherwise eligible employee may take more than a total of 12 weeks of FMLA leave within any 12-month period.

**Calculation of 12-Month Period:** The 12-month period shall be determined on a rolling basis, measured back from the date that the employee first uses FMLA leave. However, for employees taking military family leave to care for a covered service member (who are entitled to 26 work weeks of leave in a single 12-month period), the single 12-month period begins on the first day of the leave taken. There is no right to accumulate unused FMLA leave and carry such leave over from one period to another.

**Reasons for Leave:** An employee who meets the eligibility requirements for FMLA leave is entitled to take up to twelve (12) weeks of unpaid FMLA leave if he/she requests leave for any of the following reasons:

1. To care for the employee's son or daughter during the first twelve (12) months following birth;
2. To care for a child during the first twelve (12) months following placement with the employee for adoption or foster case;
3. To care for the employee's spouse, son, daughter or parent (not parent-in-law) who has a serious health condition;
4. Incapacity due to the employee's pregnancy, prenatal medical or childbirth; or
5. A serious health condition that renders the employee unable to perform the functions of his/her job.

In cases where a married couple is employed by the University, the two spouses together are permitted to take only a combined total of twelve (12) weeks of leave in any twelve (12) month period if the leave is taken for reasons (1) or (2) above, or to care for the same individual pursuant to reason (4).

**Application for Leave:** In all cases, an employee requesting leave must comply with the University's usual and customary notice requirements for leave without pay. This means the employee must complete and submit a written application to the human resources benefit specialist stating the reasons for the requested leave, the anticipated duration of the leave, and the anticipated starting and ending dates of the leave.

**Notice of Leave:** An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If an employee fails to provide thirty (30) days' notice when the need for leave was foreseeable and no reasonable excuse for the delay exists, then the University reserves the right to deny family or medical leave until at least thirty (30) days after notice was first given to the University. If leave is to begin within thirty (30) days because the need for leave was unforeseeable, an employee must give notice to his/her supervisor and Human Resources as soon as the necessity for the leave arises.

**Medical Certification of Leave:** An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. Copies of the required certification form are available in the Human Resources or Benefits Specialist Office. The University may also require subsequent recertification on a reasonable basis. Failure to comply with certification requirements will result in denial of family or medical leave.

**Intermittent or Reduced Schedule Leave:** "Intermittent leave" means leave taken in separate periods of time due to a serious health condition, rather than for one continuous period of time, and may include leave periods from one hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread out over a period of six months, such as for chemotherapy. "Reduced schedule leave" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Leave taken for the birth of a child or the placement of a child for adoption or foster care may not be taken by an employee intermittently or on a reduced leave schedule unless the University expressly agrees in writing. Any agreement approving intermittent and reduced leave schedule for leaves taken for the birth of a child or the placement of a child for adoption or foster care be signed both by the employee's immediate supervisor and by the employee's department head, and a copy forwarded to Human Resources.

Leave taken for a serious health condition of an employee or the serious health condition of the employee's spouse, child, or parent may be taken on an intermittent or reduced leave schedule, when medically necessary, without the need for the written approval required. However, any request for leave must be made in accordance with the regular requirements for requesting leave, as described above.

If an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken will be counted toward the 12-month period. For example, if an employee who normally works five (5) days a week takes one (1) day off, the employee would use 1/5 of a week of FMLA. Likewise, if a full-time employee who normally works 8-hour days works 4-hour days under a reduced leave schedule for each day of the week, the employee would use 1/2 week of FMLA leave each week he/she is on such a schedule. The taking of leave intermittently or on a reduced leave schedule will not result in a reduction in the total amount of leave to which the employee is entitled, beyond the amount of leave actually taken.

As with all FMLA leave, any employee taking an intermittent or reduced schedule leave will be required to apply his/her accrued but unused vacation time, personal leave or sick leave (as

applicable) to such leave. To the extent no paid leave time remains, the compensation of an employee on intermittent or reduced schedule leave will be reduced proportionately to reflect the reduction in the employee's hours of work.

If an employee requests intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the University may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

**Benefits Coverage during Leave:** During a period of family or medical leave, an employee will be retained on the University's health plan under the same conditions that applied before the leave commenced. To continue health coverage, the employee must continue to make any contributions that his/her made to the plan before taking leave. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of leave, the employee will be required to reimburse the University for payment of health insurance premiums during the family and medical leave, unless the reason the employee fails to return is the presence of a serious health condition, which prevents the employee from performing his/her job or other circumstances beyond the employee's control.

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave, such as vacation or sick time. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

**Designation of FMLA Leave.** If an employee is on leave that has not been designated as FMLA leave (such as vacation or sick time, discretionary leave, etc.), and the employee has a serious health condition or otherwise develops a serious health condition during such leave, the University may designate all or some portion of the leave as family or medical leave, to the extent that the leave meets the necessary qualifications for family or medical leave. The University may designate an employee's leave as FMLA leave, notwithstanding the employee's failure to specifically request leave as family or medical leave.

**Return from Leave.** An employee who returns to work after FMLA leave for his/her own serious health condition must submit to Human Resources a "Certification to Return to Work from their Health Care Provider" before he/she can be returned to active status.

Ideally, a faculty member returning from leave will resume their class(s) depending on the length of the leave and whether or not a substitute was assigned to assume the class. For example, if the leave is for a short period (i.e. within six weeks) and another faculty member in the area steps in to teach the class during that period, then the faculty member assumes teaching the classes upon his/her return. However, if the leave is for a longer period of time and a part-time faculty member is hired to teach the classes, then he/she does not resume teaching duties. In this instance, the returning faculty member is given a special administrative assignment that might include additional advising responsibilities or reporting.

**Restoration to Employment:** An employee eligible for family and medical leave – with the exception of an employee designated as a key employee – will be restored to his/her original position or to a position with equivalent pay, benefits and other terms and conditions of employment upon the expiration of such leave, unless the circumstances are such that the employee would have lost his/her position even if the employee had not been on leave (for example, an intervening layoff). The University cannot guarantee that an employee will be returned to his/her exact same job. The University will make a determination as to whether a position is an “equivalent position.” Key employees (defined above) may not be eligible for restoration to employment where restoration will cause substantial economic injury to the University. This is a fact-specific determination that will be made by the University on a case-by-case basis. The University will notify the employee if he/she qualifies as a key employee if the University intends to deny reinstatement and of employees’ rights in such instances.

**Failure to Return from Leave:** The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate and automatic termination unless the University grants additional discretionary leave.

An employee, who requests additional discretionary leave due to the continuation, reoccurrence or onset of his/her own serious condition, or of the serious health condition of the employee’s spouse, child or parent, must submit a request for an extension, in writing, to his/her supervisor. This written request should be made before the expiration of the FMLA leave, and as soon as the employee realizes that he/she will not be able to return at the expiration of the leave.

Such leave will be granted only if required by applicable law, or if the University in its discretion, chooses to grant such leave. Also, the granting of additional discretionary leave by the University does not constitute any guarantee by the University that the employee will be returned to his/her former position, an equivalent position, or any position with the University if the employee’s total leave (including the additional discretionary leave) exceeds twelve (12) weeks.

**Application and Interpretation:** This policy is not intended to cover all aspects of the FMLA but is merely intended to summarize the major provisions of that law and to set forth the University’s intended manner of handling requests for FMLA leave. The University intends to comply with all legal requirements of the FMLA, and to the extent there may be any conflict between this policy and the legal requirements of the FMLA, such legal requirements will be followed. This policy does not create, and shall not be construed to create, any rights for any employee, or to impose any obligations on the University, beyond the rights and obligations specified in the FMLA and in the applicable regulations issued thereunder.

**Prohibition Against Retaliation:** Federal law and the Code explicitly prohibit interference with, restraining, or denying the exercise of, or the attempt to exercise, any right guaranteed by the FMLA. Such prohibition includes:

- a) Using the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions;
- b) Failing to provide benefits to an employee on unpaid FMLA leave if the employer provides those benefits to employees who use other types of unpaid leave.

Additionally, federal law prohibits the discharge of – or discrimination against – any person for opposing or complaining about any unlawful practice under the FMLA.

Any employee who believes that his or her rights under the FMLA have been violated and/or infringed should contact Human Resources immediately. Employees may also file a complaint with the Department of Labor’s Wage and Hour Division. To contact the nearest Wage and Hour Division office, visit <https://www.dol.gov>

### **MATERNITY LEAVE**

In addition to FMLA leave, all female employees in Louisiana are eligible for up to four (4) months of unpaid leave for disability due to pregnancy, childbirth or related medical conditions upon proof that such statutory leave is required. This leave is to be taken concurrently with any FMLA leave, and applies only to pregnancy, childbirth, or related medical conditions.

For information about designated break spaces for nursing mother, contact Human Resources or the Title IX Coordinator.

### **REMOTE WORKPLACE**

Dillard University strives to provide employees with a collaborative work environment. In order to accomplish this, we believe that face-to-face exchanges of ideas encourages a team-based approach to problem-solving. For this reason, there are no positions within the University are “work-from-home” positions.

### **REMISSION OF TUITION**

The University encourages and financially supports employees to take courses offered by the University that will increase their job-related knowledge, skills, and abilities. The University also offers tuition remission to the employee’s spouse and dependent children.

The University’s Tuition Waiver Benefit Program is designed to assist eligible full-time employees and eligible members of their families to attain their educational goals through completion of an undergraduate degree at the University. Eligible participants may pursue a first time undergraduate degree only. This benefit does not provide remission of tuition for a second undergraduate degree, special certification or study at any institution other than Dillard University. The program provides assistance by offering remission of all or part of the cost of tuition for the Fall and Spring semester only. Tuition remission is not available for the summer sessions. Room and board, mandatory and voluntary fees, books, supplies and other costs are not included in the tuition remission benefit and must be paid by the employee. Employees may contact the Office of Financial Aid and Scholarships for information regarding the availability of financial aid assistance.

Prior to applying for the Tuition Remission benefits, employees or dependents and/or spouse must adhere to the posted deadline dates for submitting application(s) to the Office of Financial Aid and Scholarships and the Office of Enrollment Management. Tuition Waiver forms may be obtained from Human Resources or on the University's Human Resources webpage.

### **TUITION EXCHANGE**

The University participates in the Council of Independent Colleges Tuition Exchange Program (CIC-TEP) and The Tuition Exchange Program (TE). Both, the CIC-TEP and TE are networks for member colleges and universities willing to accept, tuition-free, students from families of full-time employees of other participating institutions.

Each participating institution in the network agrees to import a limited number of students on the same admission basis as they accept all other students, without regard to the number of students it exports. For more information, visit [CIC Tuition Program](#) or [TELO Tuition Exchange Program](#), or contact the Office Human Resources.

### **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue benefit coverage under the employer's medical plans, dental plans, vision plan, and flexible spending accounts when a "qualifying event" would normally result in the loss of eligibility.

#### **A. Qualifying Events**

Following are common examples of qualifying events:

- Termination of employment
- Death of the employee
- Reduction in work hours
- Divorce
- Retirement (if not eligible for retiree medical insurance)
- Loss of eligibility by a dependent child

#### **B. Length of Coverage**

Coverage may continue for differing lengths of time depending upon the reason for eligibility. The time limitations are:

- Up to 18 months if loss of coverage is due to termination of employment or reduction in work hours.
- Up to 36 months for dependents if loss of coverage is due to death, divorce, or a dependent child's loss of eligibility.

- Up to 29 months if the individual is disabled at the time of eligibility for continued coverage or is disabled within 60 days of eligibility for continued coverage.

### **C. Cost of Coverage**

Under extended coverage, the eligible individual pays full cost of coverage at the employer's group rate plus an administrative fee.

### **D. Termination of Continued Coverage**

Continued coverage may terminate if:

- The individual becomes covered by another group plan (including Medicare),
- The individual fails to pay the required premium within the established grace period, or
- The employer no longer offers the plan(s) to its active employees.

### **E. Employee Responsibility**

The University makes every effort to comply with the guidelines regarding an employee's and qualified dependent's rights under COBRA. Under certain circumstances such as divorce and dependent eligibility, it is the employee's responsibility to advise the Office of Human Resources so the extended coverage may be offered to the employee's dependents.

### **F. Procedures**

#### **1. Notification of Employee COBRA Rights**

Upon initial enrollment in the plan, the employee receives the "Initial Notification of COBRA Rights" so that he/she and their dependent(s) are aware of their continuation rights.

#### **2. Notifying Human Resources of a Qualifying Event**

When an employee experiences a qualifying event as described above in this policy, notification must be provided within thirty (30) days of a qualifying event to the Office of Human Resources as follows:

##### *Employee*

Notify the Office of Human Resources immediately when:

- A divorce is final
- A dependent child no longer meets age and/or dependency eligibility requirements as outlined in each specific plan

##### *Supervisor*

Notify the Office of Human Resources of the following events within the timeframe noted:

Event	Necessary Document	Timeframe
Termination, death, retirement	Termination Form	Immediately
Reduction of hours	Employee Status Change Form	Immediately

Upon notification of the qualifying event, the University's Benefits Specialist and/or the University's Third Party COBRA administrator will initiate the appropriate correspondence to the employee and/or the qualified dependent providing pertinent information on application procedures and time limitations for continuation of coverage.



## **V. SAFETY**

Employees are expected to work safely and to observe at all times any safety rules or procedures that are applicable to the work being performed. Failure to follow such rules is grounds for disciplinary action, up to and including termination. Likewise, engaging in any conduct or behavior that endangers the employee or others may lead to disciplinary action, up to and including termination of employment. Employees who have questions about safety rules or procedures or who witness any unsafe work practices or violation of safety rules or procedures should immediately report the conduct to their supervisor or Human Resources.

### **BACKGROUND CHECKS AND SELF-DISCLOSURE OF CONVICTIONS**

All applicants for employment with the University, including both internal and external applicants, will be subject to background checks. Background checks and the use of information provided by such checks will comply with applicable law.

Current employees are required to disclose to their supervisors any post-employment convictions (this includes convictions of misdemeanors or felonies) within three (3) business days of the conviction. The supervisor will promptly notify Human Resources.

### **INFORMATION OBTAINED FROM A BACKGROUND CHECK**

The information obtained through a background check is considered only in so far as it is relevant to the employee's performance in the position, the interests of the University, and/or the safety and security of people, property, or other University resources. A plea of guilty, a finding of guilty by a referee, jury, or court, or a conviction of a crime will be considered in determining the eligibility of an individual for employment. Conviction of a crime does not necessarily prohibit being hired.

Employees must also promptly (within forty-eight hours) self-disclose the following information to Human Resources:

- Addition of the employee to a sexual predator registry;
- The suspension, expiration or revocation of a license or certification that applies or relates to the employee's employment with the University; or
- Exclusion, suspension, debarment, or ineligibility of the employee with respect to participation in federal programs.
- Any arrest or conviction for a crime of violence, including, but not limited to domestic violence, battery, and sexual assault.

### **INCLEMENT WEATHER AND OTHER EMERGENCIES**

Employees are to expect that the University will be open for business in the event of inclement weather or other emergencies, except in extreme conditions. The decision to delay or cancel

classes, or in the event the University suspends business operations (which would apply to all students, faculty, and staff) due to inclement weather or other types of emergencies, will be communicated by one or all of the following:

1. Information will be released from Marketing and Communications to the Dillard Community and/or to the public media (television or radio) via email, text, and/or social media.
2. Those who are signed up with the University's Emergency Messaging System (E2 Campus) will receive a text message and email alert. To sign up for emergency alerts go to the Administration Tab and scroll to Emergency Alert.
3. Employees may check the Dillard University website.
4. The University's toll free Emergency Number will also include a voice message regarding the respective emergency. The number is 1-877-551-558.
5. If possible, the University switchboard will provide such information.

If inclement weather or some other crisis develops during normal work hours, the President or a designated representative may elect to dismiss employees. Your immediate supervisor will notify you of a dismissal.

If an employee decides that conditions are too dangerous to come to work, that person may elect to either: make up time (pending approval of his/her supervisor, and for non-exempt employees as long as the time is made up in the same work week); use a vacation day; or take an unpaid leave of absence. Employees are responsible for notifying their supervisor if they are unable to come to work due to inclement weather.

While all employees are expected to make every effort to be on the job during inclement weather and for other emergencies, employees in the following essential personnel positions are particularly crucial to be in attendance on campus during emergencies and inclement weather:

- Campus Police
- Facilities
- Housekeeping
- Food Service
- Auxiliary Services
- Student Success and Residential Life

However, the University will not discipline or terminate an employee for failing to report to work due to road closures that may prevent an employee from reporting to work, or resulting from a state of emergency declared by the Mayor or Governor.

Employees are encouraged to talk with their supervisors regarding emergency preparedness in their work area.

## **REPORTING WORK-PLACE INCIDENTS, INJURIES, AND ACCIDENTS**

Employees are expected to report actual or potential hazards, injuries, and incidents to the University within forty-eight (48) hours from the time of injury and/or incident. It is also the responsibility of all employees to report hazardous conditions to their supervisors, Risk Management, and the University Police Department.

All incidents resulting in actual or potential injury to individuals and/or damage to the University property must be reported to the department supervisor, Human Resources, Risk Management, or the University Police Department. Reports should be placed in writing by either the individual reporting the incident or accident and/or by the department witnessing or receiving the complaint. In the event of an emergency, employees should call 911.

If you fail to report an injury, you may be subject to disciplinary action and jeopardize your right to collect workers' compensation payments and benefits. The University does not tolerate discrimination or retaliation against employees for making good faith reports of workplace injuries or seek workers' compensation benefits in good faith. For more information regarding Worker's Compensation, contact Human Resources Benefits Specialist at 504-816-4741.

## **FITNESS FOR DUTY**

The University is committed to promoting a safe and healthy environment for its employees, students, faculty, and visitors. Employees who are not fit for duty may present a safety risk to themselves and to others.

Fitness for Duty covers only those situations in which an employee is (1) having observable difficulty performing his/her duties in an effective manner that is safe for the employee and/or for his/her co-workers, or (2) posing a serious safety threat to self or others. The policy prescribes the circumstances under which an employee may be referred to an independent, licensed health care evaluator for a fitness for duty evaluation should either of those situations be present.

An employee shall not be allowed to work unless he/she maintains a fitness for duty required for the safe performance of essential job functions, with or without reasonable accommodation. Each employee is required to report to work in an emotional, mental and physical condition (including free of the effects of alcohol and drugs) necessary to perform his/her job in a safe and satisfactory manner. This policy does not apply to employees with short term, infectious/communicable diseases (e.g., flu, colds).

Application of this policy is not intended as a substitute for the University's policies or procedures related to continuing performance or behavioral problems or as a substitute for discipline. Supervisors shall continue to address performance or behavioral problems through the performance appraisal process and to implement appropriate corrective or disciplinary action.

The University complies with the Americans with Disabilities Act of 1990 (ADA). ADA permits the University to require a medical examination of an employee if the requirement for the examination is job-related, consistent with business necessity, and if the University has a reasonable belief that the employee's ability to perform essential job functions may be impaired or pose a significant risk of harm.

For more information, contact Human Resources Benefits Specialist.

### **WORKPLACE VIOLENCE**

The safety and security of our employees is extremely important to us. Unfortunately, instances of workplace violence have been well-documented and Dillard University has implemented a series of policies to provide as safe and secure an environment as possible.

First and foremost, if any employee has a security concern, he or she should immediately contact DUPD or NOPD. This includes if an employee observes suspicious activity.

Employees may not commit or threaten to commit any act of violence – or other conduct prohibited by this Code – against a co-worker, supervisor, client, supplier, or customer. DUPD and Human Resources will promptly investigate any alleged violation of this policy. Any violation of Dillard’s prohibition against workplace violence shall subject an employee to serious disciplinary sanctions, including termination.

Any employee who witnesses a workplace violence incident, or who believes that such an incident is imminent, should call 911.

### **FIRE AND SAFETY PRECAUTIONS**

The University needs your help in its efforts to ensure the safety of all employees and visitors. Please follow all precautions and use all safety devices when handling tools, machines and flammable materials. Incense burning is prohibited. Candle burning, other than for emergencies, is prohibited. If you should have any questions or concerns regarding workplace safety, contact the department supervisor, Human Resources, Risk Management, or the University Police Department.

If you should suspect a fire, go to the nearest alarm box and pull the lever according to the directions on the box. In the event of an emergency, employees should call 911.

### **VEHICLE SAFETY**

The University reserves the right to prohibit any individual from driving a University vehicle, or to prohibit an employee from driving a personal vehicle for University business. Failure to follow this policy may result in disciplinary action, up to and including termination of employment.

As a condition of employment, drivers of University vehicles – or employees who drive personal vehicles on University business – are expected to obey all traffic laws and regulations, maintain current personal car insurance, and have a valid license in good standing. Accordingly, all citations and/or tickets including, but not limited to, those related to a driver’s license, failure to wear a seatbelt, speeding, distracted driving, or DUI violations are the sole responsibility of the employee to either pay or successfully contest the University assumes no obligation for any fines or fees.

Employees must immediately report to the University conditions that may potentially affect the safe operation of a University vehicle. Vehicles may not be driven until the needed repairs have

been completed. For additional information, regarding safety and liability contact Risk Management at 504-816-4526. For reporting University vehicle repairs and maintenance, contact Auxiliary service at 504-816-4531.

## **VI. DRUG AND ALCOHOL POLICY**

The University is committed to maintaining a drug-free campus in compliance with applicable laws. The unlawful manufacture, distribution, dispensation, possession, or use, of controlled dangerous substances is prohibited on University premises. If any such actions are witnessed, they should be reported to your supervisor, the Office of Human Resources, and/or University Police.

Your employment with the University is conditioned upon you abiding by the terms of this policy. Violation of this policy by any employee will result in corrective action, up to and including termination of employment, depending on the seriousness of the actions.

For purposes of this policy, the term “controlled substance” includes, but is not limited to, narcotics and illicit drugs (including drugs contained in Schedules I through III of Section 812 of the Controlled Substances Act (21 U.S.C. § 812), and other mood-altering or intoxicating substances not taken pursuant to a valid prescription.

When reasonable grounds exist to believe that an employee has consumed or is under the influence of alcohol or drugs, or has otherwise violated this policy, the University may search the employee’s possessions, including clothes, locker, lunch box, toolbox, desk, car, or any other possession of the employee located on University owned or managed property. Entry into and upon University property, any other work location, or use of a University vehicle is conditioned upon the University’s right to conduct such searches.

Employees must notify the University if they are convicted for violation of a criminal drug statute within the workplace no later than five (5) days after the date of the conviction.

Employees may contact the Human Resources for information about Employee Assistance Programs (EAP) for referrals to assessment and treatment resources for drug addictions.

### **DRUG AND ALCOHOL TESTING**

Employees are subject to testing for alcohol and drugs or other prohibited substances in their systems, including urinalysis and blood tests. These tests will be carried out in compliance with applicable law, and will take place after accidents involving property damage or injury, or whenever an employee’s conduct gives management a reasonable suspicion that the employee may have alcohol or drugs in his/her system. Any questions regarding Drug and Alcohol Testing should be directed to Human Resources.

Failure to promptly permit searches or to submit to drug and/or alcohol testing when required will be grounds for disciplinary action, up to and including termination of employment.

## **VII. TERMINATION OF EMPLOYMENT**

Just as any at-will employee is free to leave the University at any time, with or without notice, the University reserves the right to terminate its at-will employees at any time and for any reason, with or without cause or notice.

Although not required by law, employees who plan to resign from their employment with University are requested to give notice at least two (2) weeks in advance of the expected separation date. Such notice will facilitate the orderly transfer of work assignments.

### **EXIT INTERVIEW**

Employees leaving the University must complete an exit interview and clearance prior to their departure from the University. Employees should contact Human Resources at the time they submit their resignation to schedule the exit interview.

### **RETURN OF UNIVERSITY PROPERTY UPON TERMINATION**

Upon termination of employment for any reason, employees are required to immediately gather any personal belongings and leave the worksite. Employees are prohibited from taking any University property with them, and the University reserves the right to examine any boxes or other items that an existing employee takes with them to ensure that these rules are being followed.

Employees should return any University property, materials, or information in their possession within twenty-four (24) hours of their termination. This includes, but is not limited to, any keys, ID's, parking passes, loaned equipment or uniforms, electronic devices, including but not limited to computers, laptops or mobile phones, and any documents, records, files or electronic information created, received or utilized in any way in connection with the employee's job duties for the University.

If University property is not returned or not returned in good repair, then the University may take legal action against the employee.

### **SEPARATION OF EMPLOYMENT**

1. In the event of a voluntary separation, the employee's resignation letter or retirement letter must be submitted to Human Resources.
2. In the event of an involuntary separation, a recommendation to terminate an employee is advanced to Human Resources, before any action is taken to discharge the employee.
3. All University property (including keys, ID card, phones, parking pass, library books and other property) is to be collected from a separating employee.
4. IT or an Account Administrator will be notified to cancel a separating employee's network access, business accounts, and other University related accounts.
5. All outstanding employee time and/or leave must be approved by the supervisor.
6. The employee must complete an exit interview with Human Resources.

7. Human Resources reserves the right to share feedback with supervisors and administration from the employees exit interview.
8. Benefits information related to the continuation of medical, dental, and vision coverage as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be forwarded to the employee following separation.
9. Employees will be paid for time worked and/or any unused vacation leave on or before the next pay cycle.

For more information, contact Human Resources or visit the University website for the Clearance/Separation Form.

### **EMPLOYMENT REFERENCES AND VERIFICATION**

Human Resources provides the following information: the University verifies dates of employment, job title, salary, and whether the individual is eligible for rehire.

### **REINSTATEMENT AFTER TERMINATION**

The University will consider re-employment of former employees when the prior employment record and the current qualifications warrant consideration. Employees who leave University employment in good standing and who return to any position at the University within six months will be reinstated without the loss of prior service or benefits status. Paid time benefits are not accrued during the absence and the number of days absent is not included in the calculation of University service. For more information, see Credited Service Policy in Section IV of this handbook.

A rehired employee who has not been employed by the University for more than six months is considered a new employee with no prior University service for the purposes of accruing paid time away from work, service recognition, and qualifying University benefits. Additionally, a new waiting period for benefits eligibility may be required and the rehired employee is subject to the probationary period requirements.





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