



Saint Martin's  
UNIVERSITY

# EMPLOYEE HANDBOOK

*This Handbook covers University policies and procedures  
applicable to faculty and staff.*

*Office of Human Resources  
Updated July 2025*

## Table of Contents

Welcome to Saint Martin's University .....	6
PREFACE.....	7
Purpose of the Employee Handbook.....	7
Identity and Mission.....	7
1.    INTRODUCTION .....	12
1.1.    Policy and Procedure Amendments and Additions .....	12
1.2.    Employment at Will.....	12
1.2.1.    Saint Martin's University Non-Discrimination Statement.....	13
1.2.2.    Saint Martin's Mission.....	13
1.2.3.    Context .....	13
1.3.    Organization.....	14
1.3.1.    Board of Trustees .....	14
1.3.2.    Primary Responsibilities of University Leaders.....	14
1.3.3.    Administrative University Committees.....	15
1.3.3.1.    President's Executive Cabinet.....	16
1.3.3.2.    Student Affairs Committee .....	16
1.3.3.3.    Financial Aid Committee.....	18
1.3.3.4.    University Budget Committee .....	18
1.3.3.5.    Staff Welfare Committee.....	19
1.3.3.6.    Study Abroad and other Travel Advisory Committee.....	20
1.3.3.7.    Academic Standards .....	21
1.3.3.8.    Athletics Advisory Board (AAB) & Faculty Athletic Representative .....	22
1.3.3.9.    Institutional Effectiveness and Assessment Advisory Council .....	23
1.3.3.10.    Strategic Enrollment Team.....	23
1.3.3.11.    University Council.....	24
1.3.3.12.    University Retention Committee .....	24
1.3.3.13.    Ad Hoc University Committees/Task Forces.....	25
1.3.3.14.    Veterans Support Committee (VSC) .....	25
2.    EMPLOYMENT .....	26
2.1.    Employment Status .....	26
2.1.1.    Regular and Contingent/Adjunct Faculty.....	26
2.1.2.    Regular Full-Time Staff .....	26

2.1.3.	Regular Part-Time Staff .....	26
2.1.4.	Temporary Staff .....	26
2.1.5.	Student Employees .....	26
2.1.6.	Volunteers .....	26
2.2.	Employee Classification .....	29
2.2.1.	Non-Exempt Positions.....	29
2.2.2.	Exempt Positions.....	29
2.3.	Probationary & Trial Service Periods .....	29
2.3.1.	Probationary Service Period.....	29
2.3.2.	Trial Service Period.....	30
2.4.	Workweek, Rest Breaks & Meal Breaks .....	30
2.5.	Hours Worked.....	31
2.6.	Timecards.....	31
2.6.1.	Non-Exempt Staff .....	31
2.6.2.	Exempt Staff.....	32
2.6.3.	Temporary Staff and Student Employees.....	32
2.7.	Position Descriptions .....	32
2.8.	Performance Evaluation.....	32
2.9.	Recruitment, Selection & Hiring .....	33
2.9.1	Moving Expense Reimbursement .....	36
2.10.	Promotions, Transfers, and Reclassification .....	37
2.10.1.	Promotions.....	37
2.10.2.	Transfers .....	38
2.10.3.	Reclassification.....	38
2.10.4.	Temporary or Part-Time to Full-Time Conversion .....	38
2.11.	Employment of Relatives .....	38
2.12.	Employment Reference Checks & Verification of Employment.....	39
2.12.1.	Employment Reference Checks.....	39
2.12.2.	Verification of Employment.....	39
2.13.	Employment Records (Revised 2025).....	39
2.14.	Identification Cards & Parking Permits .....	40
2.15.	Travel for Business (Revised 2025).....	40
2.16.	Travel with Students.....	50
2.17.	Use of University Vehicles (Updated 2025) .....	51
3.	COMPENSATION .....	59
3.1.	Wage & Salary Determination.....	59
3.2.	Paydays .....	59
3.3.	Overtime .....	59

3.3.1.	Non-Faculty Teaching Assignments .....	59
3.4.	Remote Telework.....	61
3.4.1.	Remote Telework Agreement .....	66
3.5.	Mandatory Deductions .....	66
3.5.1.	Worker’s Compensation.....	67
3.5.2.	Social Security/Medicare .....	67
3.5.3.	Washington Cares Fund .....	67
3.5.4.	Voluntary Deductions .....	67
3.5.5.	Garnishment of Wages .....	67
3.5.6.	Unemployment Compensation.....	67
3.5.7.	Payroll Advances.....	67
4.	WORKPLACE CONDUCT .....	68
4.1	Expectations & Responsibilities .....	68
4.1.	Outside Employment .....	70
4.2.	Equal Employment Opportunity .....	71
4.3.	Individuals with Disabilities & ADA – Reasonable Accommodations.....	71
4.4.	Demonstrations, Protests and Rallies.....	75
4.5.	Family Educational Rights and Privacy Act (FERPA).....	78
4.6.	Privacy of Health Information .....	79
4.7.	Privacy Policy .....	80
4.8.	Service Animals .....	81
4.9.	Anti-Harassment and Non-Discrimination .....	84
4.10.	Sex-based Harassment & Discrimination-Title IX .....	90
4.11.	Consensual Amorous Relationships.....	112
4.12.	Anti-Bullying .....	112
4.13.	Employment and Supervision of Minors on Campus .....	113
4.11.1	Supervision of Minors – Non-University Sponsored Events .....	114
4.11.2	Supervision of Minors – University-Sponsored Events .....	119
4.14.	Social Media.....	123
4.15.	Identity Theft Prevention (Red Flags) Policy .....	126
4.16.	Intellectual Property and Copyright Ownership.....	133
4.17.	Conflict of Interest .....	139
4.18.	Whistleblower Protection Policy.....	141
4.19.	Records Retention & Destruction Policy .....	142
4.20.	Drug and Alcohol-Free Workplace Policy .....	145
4.21.	Release of Information to Media.....	149
4.22.	Speaker Policy.....	150
4.23.	Non-Solicitation .....	155

4.24.	Smoking .....	156
4.25.	Use of Email and Other Electronic Resources .....	156
4.26.	Integrated Technology Acceptable Use .....	156
5.	<b>WORKPLACE SAFETY</b> .....	160
5.1.	Environmental Health and Safety .....	160
5.2.	Campus Emergency Response & Evacuation.....	163
5.3.	Employee Accident/Injury Reporting .....	167
5.4.	Possession of Weapons .....	168
5.5.	Disruptive Behavior & Violence in the Learning, Living and Working Environment ...	168
5.6.	Behavioral Intervention Teams.....	170
5.7.	Accountability, Responsibility and Community Response System – ARC (New 2025)	172
6.	<b>EMPLOYEE BENEFITS</b> .....	177
6.1.	Medical Insurance .....	177
6.2.	Voluntary Dental Insurance .....	177
6.3.	Life Insurance & Voluntary Life Insurance.....	177
6.4.	Flexible Spending Plan .....	177
6.5.	Employee Assistance Program (EAP) .....	178
6.6.	Long-term Disability.....	178
6.7.	COBRA: Continuation of Benefits .....	179
6.8.	Saint Martin’s 403(b) Retirement Plan .....	181
6.9.	Worker’s Compensation .....	181
6.10.	Tuition Remission & Tuition Exchange.....	182
6.10.1.	Tuition Remission.....	182
6.10.2.	Tuition Exchange.....	186
6.11.	Brother Lawrence Vogel, O.S.B. Staff Development Program (Updated 2025) .....	188
6.12.	Miscellaneous Benefits .....	191
7.	<b>LEAVES WITH PAY</b> .....	193
7.1.	Holidays .....	193
9.1.	Bereavement Leave.....	194
9.2.	Personal Days.....	194
9.3.	Vacation Leave .....	195
9.4.	Saint Martin’s University Paid Family & Medical Leave .....	196
9.5.	Washington State Paid Family & Medical Leave.....	196
9.6.	Sick Leave.....	199
7.5.2	Paid Sick Leave for Temporary Hourly and Student Employees .....	200
9.7.	Campus Closure .....	202
9.7.1.	Notification Procedure .....	203
9.7.2.	Reporting to Work.....	203

9.7.3.	Essential Personnel.....	203
9.7.4.	Pay During Closure .....	205
9.8.	Heat Waves .....	205
9.9.	Jury Duty & Court Subpoena, Witness Testimony Leave .....	205
9.9.1.	Jury Duty .....	206
9.9.2.	Court Subpoena & Witness Testimony .....	206
10.	LEAVES WITHOUT PAY.....	207
10.1.	Leaves of Absence .....	207
10.2.	Federal Family Medical Leave.....	208
10.3.	Domestic Violence Leave .....	212
10.4.	Military Leave .....	214
11.	EMPLOYEE RELATIONS .....	216
11.1.	Standards of Conduct .....	217
11.2.	Corrective Action & Performance Improvement .....	218
11.3.	Grievance Policy .....	222
12.	SEPARATION FROM THE EMPLOYMENT RELATIONSHIP .....	226
12.1.	Reduction in Force (RIF)/Recall .....	226
12.2.	Resignation Notice .....	227
12.3.	Exit Interview .....	227
12.4.	Compensation Payouts Upon Termination .....	228
12.5.	Pay In Lieu Of Notice .....	228
12.6.	Unauthorized Absence .....	228
12.7.	Withdrawal of Resignation.....	228
12.8.	Severance Pay .....	228
	APPENDICES TO THE EMPLOYEE HANDBOOK.....	229
	Saint Martin’s University Bylaws.....	230
	St. Martin’s Abbey & Saint Martin’s University Licensing Agreement .....	252



## **Welcome to Saint Martin's University**

On behalf of the University, welcome to Saint Martin's! As a member of the Saint Martin's community—as faculty, staff member, or administrator—you will be called upon to uphold our Catholic, Benedictine mission to serve and support our students. Included in this Handbook is a brief history of Saint Martin's and a description of how the values outlined in our guiding text, the *Rule of St. Benedict*, serve as the basis for our mission and define our identity to this day. We look forward to working with you as together we strive to deliver a holistic and meaningful education for our students. We hope that you become a long-term member of the Saint Martin's community.

Chancellor Abbot Marion Q. Nguyen  
President William L Brownsberger, S.T.D.

# PREFACE

## Purpose of the Employee Handbook

The Saint Martin's University *Employee Handbook* is intended to acquaint all employees with the heritage of our institution, applicable policies, procedures, practices, and benefits. It provides information that will be helpful throughout the course of your employment. It is essential that all employees read it and become familiar with its contents. When policies apply only to non-faculty employees the term "staff" is used. When policies apply to both faculty and staff the term "employees" is used. **The handbook does not change any "at-will" status of employment, nor does it supersede employment contracts as entered into by the President or the University.** All policies, procedures, practices, and benefits outlined in the most recent *Employee Handbook* supersede all previous statements, both oral and written. Statements and language in benefit plan documents prevail over any discrepancies in benefit information provided in the *Employee Handbook*.

In the event of any conflict between the Employee Handbook and the Faculty Handbook regarding faculty selection, ranking, advancement or dismissal processes, the Faculty Handbook takes precedence. In all other matters addressing employment, the Abbey Corporation Licensing Agreement, the Bylaws of the University, and this Employee Handbook, (in that order) take precedence over the Faculty Handbook in the event of any conflict.

Topics covered by the *Employee Handbook* that need clarification should be discussed with your supervisor or with the Office of Human Resources.

## Identity and Mission

You are now part of an innovative, academic enterprise that has been pursued by Benedictine scholars for several centuries. Grounded in the principles of faith, reason, and service, the faculty, staff, and monks of Saint Martin's work together to broaden and enrich the lives of students. Our primary goal as an institution of higher education is to create a cohesive, vibrant, and diverse community of staff and faculty who provide students with abundant opportunities to be educated, affirmed, and supported in their search for meaning.

In 1894, the administration of Saint John's Abbey, located in Collegeville, Minnesota, began work to establish a foundation and school in Washington State. Select members of Saint John's Abbey were assigned the task of purchasing a large tract of land suitable for the construction of a monastery and school, as well as for farming. Members of the proposed monastery would carry on the centuries-old tradition of following the way of life set forth by Benedict of Nursia (ca. 480-547) in the *Rule of Saint Benedict*, namely, a communal life of prayer and work. The school was to operate under the patronage of Saint Martin of Tours (ca. 316-397 AD, Bishop of Tours) and be imbued with a Catholic, Benedictine philosophy and mission.

By 1904, both the new monastery and its school were sufficiently well established for the Saint Martin's community to receive its independence from Saint John's Abbey. Saint John's Abbey, as the founding community, endowed the newly independent foundation with both the land and buildings.



From the very beginning, Saint Martin's Abbey was dedicated to educating the youth of the Puget Sound area, to serving local parishes and hospitals, and to engaging in parallel ministries with the Benedictine Sisters of Saint Placid Priory and the Archdiocese of Seattle.

For many years, the Abbey was responsible for the policies and administration of the school. In 1955, however, the corporate structure of the existing school began to change as well as the Abbey's relationship to the school. Since becoming a University in 2005, members of the monastery continue to be active in the life of Saint Martin's: teaching classes, filling staff positions, and providing crucial leadership within the institution. The school itself is the principal work of the Abbey, and there exists an irrevocable and sustaining alliance between the Abbey and Saint Martin's University. The Abbey maintains certain reserved governance rights over the University in the University's licensing agreement and University bylaws (located in the Appendix), and monastic members of the Abbey are guaranteed a certain number of Trustees on the University's board. The Abbot, in addition to his role as the head of the monastic community, also serves as the Chancellor of the University.

As the organizational structure and needs of Saint Martin's have evolved over time, as any institution of higher learning should, the Abbey has worked tirelessly to anticipate and prepare for those changes in ways that best serve the needs of students and the University. In an effort to ensure that our Catholic, Benedictine heritage is preserved, and that it is congruous with those who have come before us, the Abbey and University entered into a licensing agreement in 2007 that clearly enunciates the principles upon which we were founded and continue to operate by today:

*With the Catholic, Benedictine tradition as our guide, we accomplish our mission by recognizing the spiritual and ethical dimensions of all human activity and by celebrating the uniqueness and worth of each human being. Our goal is to provide a living and learning environment that prepares students for active, responsible and productive lives in their professions and as members of the local and global community.* (St. Martin's Abbey/Saint Martin's University Licensing Agreement is located in the Appendix)

This agreement not only calls us to honor our heritage, but it encourages us to be mindful of the needs of our community and to do what we can to provide a holistic and meaningful education for students. The mission of the University further articulates this commitment:

*Saint Martin's University is a Catholic, Benedictine institution of higher education that empowers students to pursue a lifetime of learning and accomplishment in all arenas of human endeavor. Saint Martin's University students learn to make positive differences in their lives own lives and in the lives of others through the interaction of faith, reason, and service. The University honors both the sacredness of the individual and the significance of community in the ongoing journey of becoming.*

All employees, regardless of their personal beliefs, are expected to support the mission of Saint Martin's University and to respect the religious beliefs and practices of the Catholic Church. The religious freedom of all faiths is respected, as well as the beliefs and rights of those who profess no religious belief. As a Benedictine community, we strive to promote an ecumenical and interfaith spirit that fosters peace, justice, and social transformation.

The academic values set forth by the Abbey in agreement with the University are: Knowledge, Spirituality, Hospitality, Service, Creativity, Communication, Inquiry, Discovery, and Holistic Education. The University and Abbey community is committed to honoring and fostering the

sacredness of the individual and the significance of community in the ongoing journey of becoming.

Saint Martin's University is animated by a commitment to freedom and charity, grounded in the values of hospitality, listening, and sincere dialogue. All members of this community—faculty, students, staff members, and administrators—are called to respect and support their colleagues, create a nurturing academic culture that is crucial to the growth and development of students, and pursue knowledge and truth in a manner that is consistent with the tenets of the Catholic intellectual tradition. The University and the Abbey are motivated by the values of mutual respect and good will in order to further support the tenets of academic freedom. We affirm the rights of every individual, no matter their ability, sexual orientation, class, gender, religion, or race, and we encourage every member of our community to embrace a spirit of integrity and professionalism. Our shared goal is to provide a living and learning environment that prepares students for active, responsible, and productive lives in their professions and as members of the local and global community.

# 1. INTRODUCTION

In the tradition of the great universities of the world and strengthened by our rich Benedictine heritage, Saint Martin's University is a community of teachers, scholars, and learners. All University activities are directed toward the professional well-being of our community and the fulfillment of our University's mission. Membership in this community – as faculty, student, staff member, academic leader, or university administrator – imposes certain obligations on members; these obligations include respectful and nurturing conduct toward other members, respect for learning and scholarship in all its forms, intellectual, academic, and professional honesty, personal integrity, and dedication to the pursuit of knowledge in accordance with the University's mission.

## 1.1. Policy and Procedure Amendments and Additions

The Board of Trustees, or President with delegated authority from the Board of Trustees, approves personnel policies consistent with Saint Martin's University objectives. The Office of Human Resources develops and oversees employment policies contained in the *Employee Handbook*. The *Employee Handbook* is a summary of the University's current policies, procedures, practices, and benefits for your personal education and therefore should not be construed as a legally binding document.

Circumstances may occur that may result in the policies, procedures, practices, and benefits described in the *Employee Handbook* changing from time to time. Saint Martin's University reserves the right to amend, supplement, or rescind any or all provisions of the *Employee Handbook* as it deems appropriate at its sole and absolute discretion. While every effort is made to ensure that the *Employee Handbook* reflects current laws and Saint Martin's University policy, at times there may be a lag between a change in law or policy and an update of the *Employee Handbook*. Employees should contact the Office of Human Resources to ensure that the policy statements contained in this document are current. In any event, all changes in the law will take precedence over any time lag regarding updates to the *Employee Handbook*.

## 1.2. Employment at Will

The information contained in the *Employee Handbook* does not constitute or imply an employment contract. Only the President, or designee, has the authority to enter into an employment agreement or contract binding the University for any specified time period or provide any particular terms of employment or agreements. Unless an employment agreement provides otherwise, as described in the *Faculty Handbook*, employment at the University is “at will.” This means either the University or employee can terminate the employment relationship at any time, for any reason, with without notice or cause. **None of the provisions of the *Employee Handbook* alters, modifies, or amends the “at-will” nature of this employment relationship between an employee and Saint Martin’s University.**

### **1.2.1. Saint Martin's University Non-Discrimination Statement**

The principles of the Catholic Benedictine tradition, equal employment opportunity, and non-discrimination are fundamental to the mission, goals, and objectives of Saint Martin's University. The University does not discriminate in employment or in the delivery or administration of its educational programs, policies, scholarship and loan programs, athletic or other University programs on the basis of sex, sexual orientation, race, color, religion (except as a bona fide occupational qualification for certain select positions (as outlined in the St. Martin's Abbey & Saint Martin's University Licensing Agreement), marital status, national or ethnic origin, military or veteran status, age, or disability.

Employees with concerns or complaints about discrimination on the basis of sex or gender in employment or employment-related matters or in the conduct of educational programs and activities, or any other concerns related to the University's non-discrimination policy, may contact the University's Title IX Coordinator:

Chief Human Resource Officer/Title IX Coordinator  
5000 Abbey Way SE, Lacey WA 98503  
360-688-2290

### **1.2.2. Saint Martin's Mission**

Our Benedictine heritage guides our mission and the choices we make to further the University's strategic plan. Each member of the Saint Martin's University community must possess a commitment and show a willingness to support our strategic endeavors, and the Saint Martin's University mission.

*Saint Martin's University is a Catholic Benedictine institution of higher education that empowers students to pursue a lifetime of learning and accomplishment in all arenas of human endeavor.*

*Saint Martin's University students learn to make a positive difference in their lives and in the lives of others through the interaction of faith, reason, and service.*

*The University honors both the sacredness of the individual and the significance of community in the ongoing journey of becoming.*

### **1.2.3. Context**

Established in 1895, Saint Martin's University is the educational mission of Saint Martin's Abbey, a Catholic Benedictine monastery, whose members pray, work, and live together on the University campus. The physical beauty of Saint Martin's 300-acre campus reflects the rich intellectual and spiritual nature of its presence in the Pacific Northwest.

Essential features of University life are animated by its Benedictine identity and its participation in the centuries-old traditions of Catholic intellectual thought and the search for truth.

Thus, the University honors students and guides them towards achieving academic excellence. Superior teaching is the expected norm. Rooted in the long tradition of the liberal arts, the University curriculum cultivates creativity and the ability to communicate and pursue ideas; critical thinking and independent inquiry; academic proficiency; the formation of sound ethical judgments; and service to humanity.

Reflecting the Benedictine virtue of hospitality, the University welcomes and, indeed, seeks students not only from the Pacific Northwest, but also from other parts of the nation and the world at its main and extension campuses. Saint Martin's treasures persons of all ages, religions, and nationalities as it encourages cognizance of diverse viewpoints and an appreciation of all cultures.

### **1.3. Organization**

#### **1.3.1. Board of Trustees**

The policy making and governing body of Saint Martin's University is the Board of Trustees. Additional information on the Board of Trustees can be found in the University Bylaws.

#### **1.3.2. Primary Responsibilities of University Leaders**

**Chancellor:** The Abbot of Saint Martin's Abbey is the Chancellor of the University. He presides at Commencement and other formal convocations of the University and represents the University in fund raising and other activities. The Chancellor possesses final determination as to the University fulfilling the Mission of St. Martin's Abbey.

**Treasurer:** The Treasurer is appointed from the monastic membership of Saint Martin's Abbey by the Chancellor to provide oversight and ensure stewardship of the University's financial resources. His signature generally appears on all check drafts, notes and other evidence of indebtedness issued in the name of the University.

**President:** The President is the Chief Executive Officer of the University and as such superintends all affairs of the University. The President is responsible for ensuring that policies and procedures for optimal conduct of the University's activities are established; that all legal requirements are met and that everything possible is done to attain the objectives and mission of the University. The President is appointed by the Board of Trustees.

**Provost – Chief Academic Officer:** The Provost - Chief Academic Officer is the second ranking officer of the University, exercises administrative supervision over the faculty and is responsible for all academic activities. The Provost is appointed by the President with approval of the Board of Trustees and reports to the President.

**Chief Financial Officer:** The Chief Financial Officer is responsible for managing the business operation of the University including the supervision and direction of the Finance Office, Student Financial Services, and Facilities. He or she is appointed by and reports to the President.

**Chief Communications Officer:** The Chief Communications Officer is responsible for developing and implementing a comprehensive communications and marketing strategy for Saint Martin's University and oversees the Office of Event Services. He or she is appointed by and reports to the President.

**Chief Development/Advancement Officer:** The Chief Development/Advancement Officer is responsible for supervision and coordination of all fundraising activities of the University, alumni programs and grants for the University. He or she is appointed by and reports to the President.

**Chief Student Affairs Officer:** The Chief Student Affairs Officer is responsible for the supervision and coordination of all student activities and services and campus public safety. He or she is appointed by the President and reports to the President.

**Chief Enrollment Officer:** The Chief Enrollment Officer is responsible for student recruitment, admissions, and retention strategies. He or she is appointed by and reports to the President.

**Chief Human Resources Officer:** The Chief Human Resources Officer is responsible for the administration of comprehensive human resources programs and services for the employees of Saint Martin's University. He or she is appointed by and reports to the President.

**Chief International Officer:** The Chief International Officer is the direct contact with the international student population of the University and serves as liaison between international students, University leaders, the faculty, and the community. He or she is appointed by and reports to the Provost.

**Chief Institutional Effectiveness Officer:** The Chief Institutional Effectiveness Officer oversees the University federal reporting requirements, assessment planning, and accreditation process. He or she is appointed by and reports to the Provost.

**Chief Technology Officer:** The Chief Technology Officer is responsible for all aspects of information technology, management and control to meet the needs of the administrative, educational, and research programs of the University. He or she is appointed by and reports to the President.

**Academic Deans:** Academic Deans are responsible for all undergraduate and graduate programs within the School/College to which they are appointed. Academic Deans coordinate curriculum, personnel, and fiduciary operations within their School/College as well as ensure communication and cooperation with the administration and other departments. Academic Deans report to the Provost.

### **1.3.3. Administrative University Committees**

With the exception of the Academic Standards Committee and the Study Abroad Committee which are advisory to the Provost, all other University Committees function in an advisory capacity to the University President.



### **1.3.3.1. President's Executive Cabinet**

The Executive Cabinet meets on a regular basis to discuss and make recommendations and/or decisions on issues surrounding all areas of Saint Martin's University. Major areas of discussion include, but are not limited to, budgets, personnel, students, academic and non-academic programs, and facilities. Members of the Executive Cabinet are appointed and serve at the discretion of the President.

Membership: Normally, the following people will serve on the Executive Cabinet; however, membership may change at the discretion of the President:

- Treasurer
- Provost/Chief Academic Officer
- Chief Financial Officer
- Chief Communications Officer
- Chief Development/Advancement Officer
- Chief Students Affairs Officer
- Chief Enrollment Officer
- Chief Human Resource Officer
- Chief Diversity Officer
- Director of Athletic
- Director of Institutional Effectiveness

The President may invite other members who lead areas of significant impact to join the Cabinet regularly or in individual sessions. These include individuals who manage areas such as technology services, human resources and Deans of the Colleges/Schools.

Terms of Office: All members are *ex-officio*.

### **1.3.3.2. Student Affairs Committee**

Membership:

- Chief Student Affairs Officer
- Two (2) faculty members
- One (1) staff member appointed by the Chief Student Affairs Officer.
- Two (2) undergraduate students selected by the Student Senate.

Terms of Office: The faculty members are elected by the Faculty for two (2) year, staggered terms.

Duties and Responsibilities:

- a. Reviews policies affecting student life and recommendations for improving conditions and policies as they affect student affairs
- b. Recommends policies governing extra-curricular activities
- c. Serves as a liaison body among University constituencies on matters such as student publications, social conduct, and the student role in University governance

- d. Updates the *Student Handbook* and liaises with the Office of the Provost and other faculty committees to ensure that Student Academic Policies in the *Student Handbook* are updated and current

### **1.3.3.3. Financial Aid Committee**

The Financial Aid Committee is a policy-oriented committee which may, at the discretion of the Financial Aid Director, serve as a practice-oriented committee.

As a policy-oriented committee, members review and advise on the development of the philosophy and policies that govern the administration of financial aid. Members review and evaluate the success of the aid program and make budget projections and recommendations for continued support. The Committee also looks at statistics and research that benchmark its activity against national and local norms, and considers the degree to which the aid program approaches standards such as NAIS's *Principles of Good Practice for Financial Aid Administration*. It also assesses the program's current and future budgetary needs.

The Committee may be used by the Financial Aid Director as a practice-oriented committee to guide decisions on applications. If called upon to evaluate applications, the Committee applies the policies of the aid program to ensure equitable and fair treatment of each applicant. It considers unique and special circumstances that may require exception to policy, performs calculations of financial aid awards, protects the confidential information families provide, and tracks and compiles critical statistics and other research relevant to the aid program. The Committee also makes recommendations for improving the processes and funding that drive the aid program. The Committee typically meets as needed.

Membership:

- Director of Financial Aid (Chair)
- Chief Enrollment Officer
- Chief Financial Officer
- Two elected members from regular faculty
- One (1) Dean (appointed by the Provost)
- Two (2) students (appointed by the Student Senate)

Terms of Office: The faculty members are elected by the Faculty through the Senate for two (2) year, staggered terms.

Duties and Responsibilities:

- a. Provides direction to the Office of Financial Aid in developing student aid packages
- b. Develops the criteria and procedures for awarding academically related scholarships made available to Saint Martin's University (the wishes of scholarship donors are adhered to in the development of criteria)
- c. Assists the Office of Financial Aid in long term aid planning and articulation
- d. Determines procedures for the Financial Aid Committee's deliberations

### **1.3.3.4. University Budget Committee**

The Budget Committee is Advisory to the University President. The Budget Committee reviews the annual budget and the proposed budget for the following year and makes recommendations regarding funding priorities in keeping with the University's Strategic Plan and goals.

#### Membership:

- Chief Financial Officer – Co-chair
- Provost – Co-chair
- One additional member of Cabinet appointed by the President
- One College/School Deans appointed by the Provost
- Four Faculty representatives elected through the Faculty Senate; faculty representatives will typically consist of one from each of the Colleges/Schools unless the Faculty elects to present more than one representative from the School of Business because of the specific expertise called for in representation on this committee
- Three staff members appointed by the President upon recommendation by members of Cabinet, with one member drawn from each of the following divisions: Academic Affairs; Student Affairs; Office of Marketing and Communications; Office of Admissions

**Terms of Office:** The four Faculty and three Staff representatives serve three-year terms and rotate off the Committee for the next year before becoming eligible for reappointment to the Committee. This process captures the University's intent, through the course of several years, to inform many members of the community about the budgeting process.

The Committee Co-Chairs will typically call meetings of the University Budget Advisory Committee, as needed.

**Duties and Responsibilities:** In making budgetary recommendations, the Committee seeks to develop a comprehensive understanding of the resource issues facing the University and the context in which budgetary decisions are made, and identifies core values and principles which inform decision-making with regard to the allocation of resources. Committee members help to develop the budgetary process and make recommendations about budgetary allocations as they move from unit needs to allocations by the Finance Office, which consults with Cabinet members and the University President, before submitting the budget for approval by the President and then by the Board of Trustees.

#### **1.3.3.5. Staff Welfare Committee**

The Staff Welfare Committee (SWC) shall exist to contribute to the greater success of the Saint Martin's University community by promoting a positive and supportive work environment. As a constituent organization, along with the Faculty Welfare Committee, Faculty Senate, and the Associated Students of Saint Martin's University, the Staff Welfare Committee shall operate as a recognized part of the University governance system, providing a forum for open communication and ongoing dialogue among staff, faculty, the Chief Human Resource Officer and the President's Executive Cabinet. The Staff Welfare Committee shall be a consultative and deliberative body with authority to make recommendations on all matters which have a significant bearing on the working environment of the staff. The Staff Welfare Committee, through its elected representatives, will serve as a nominating body for staff appointments to administrative committees, and for other task forces and search committees as requested.

### Staff Welfare Committee Composition

- **SWC Board Eligibility:** All full-time staff employees, up to and including director level, who have been employed for at least one year.
- **Board Composition:** Eleven board members constitute the Staff Welfare Committee. The elected members are not necessarily from each University department or division. Members are elected at large, the ideal being that there will be broad representation from departments. Membership will include both exempt and non-exempt employees.
- **Terms of Service:** Members serve a two-year term of service. One additional term may be served as determined through election.
  - Executive board (Chair, Vice Chair, and Secretary) serve a two year term of service. Consecutive terms for executive members may occur when reelected.
  - General members will serve a two year term of service. General members may be re-elected once by majority vote during general election to serve additional term.
  - Staff Welfare Committee service term begins September 1, coinciding with the start of the University's school year.
  - Ideally, terms are staggered so that at least one-half of the members are elected each year.

#### **1.3.3.6. Study Abroad and other Travel Advisory Committee**

The Study Abroad and other Travel Advisory Committee (SA-TAC) studies and recommends to the Provost, and Chief International Programs Officer, policies and standards for the creation, deletion, and periodic review of University-sponsored academic programs involving domestic and international travel abroad and it advises the Provost on academic policies concerning study abroad, the Chief International Programs Officer regarding scholarships for study abroad and other matters relating to travel, and the Chief Student Affairs Officer regarding policies and standards governing service learning programs.

Specifically, SA-TAC:

- a. Considers and recommends the creation, change, or deletion of study abroad and other travel programs
- b. Develops, recommends and supports the implementation of academic policies pertaining to teaching and studying abroad
- c. Evaluates faculty- and staff-led program proposals and coordinates student evaluations of these programs
- d. Reviews student scholarship applications and recommends scholarship allocations
- e. Reviews proposed study abroad programs and recommend their approval to the Chief International Programs Officer
- f. Develops and recommends written guidelines and policies regarding the health and safety of SMU students, faculty, and staff studying abroad or conducting university sponsored research or business in another country
- g. Periodically reviews and discusses health and safety policies pertaining to Study Abroad and other travel, and recommends appropriate policy revisions and actions to the Provost and Chief Student Affairs Officer.

- h. Reviews and makes recommendations on other study abroad policy and program issues as requested by the Chief International Programs Officer, the Provost, or the University President

Membership on SA-TAC consists of the following:

- Provost
- Chief Student Affairs Officer
- Chief International Programs Officer
- Two Deans appointed by the Provost
- Associate Dean of Students
- Registrar
- Director of Study Abroad (serves as chair)
- Director of Financial Aid or his/her designee
- Director of Counseling and Wellness Services
- Three faculty representatives

The three faculty representatives are appointed or elected from among faculty members who have participated in Study Abroad / international programs. Faculty representatives and the two Deans serve two-year terms and must step off the Committee for a year before being re-appointed to it.

#### **1.3.3.7. Academic Standards**

The Academic Standards Committee reports to the Provost.

Membership:

- Two ranked faculty members from the College of Arts & Sciences
- One ranked faculty member from the College of Education, School of Business and the School of Engineering
- Chief Student Affairs Officer, or designee
- Chief Enrollment Officer
- Registrar
- Academic Dean, appointed by the Provost
- Academic staff member/advisor, appointed by the Provost (typically the Dean, Library & Learning Resources)

Duties and Responsibilities:

Advises on, monitors, and assesses academic standards, evolves and recommends policies and procedures as they pertain to academic standards, advises on the admission of probationary students, reviews each semester the progress of all students who have been placed on academic probation, considers petitions requesting an extension of academic probation, considers student petitions for reinstatement to the University, recommends suspension of students who fail to comply with conditions of academic probation as well as dismissal of students who have consistently failed to maintain the academic standards of the University, evaluates credit for experiential learning, and makes recommendations on awarding credit for prior learning to the Provost.

Terms of Office: The Committee is co-chaired by the College/School Dean and a Regular Faculty member. All members exercise full voting rights on the Committee, which makes its recommendations to the Provost, who makes final decisions. Elected faculty serve three-year terms before rotating off the Committee prior to re-election for subsequent terms. Deans appointed to the Committee serve a two-year term and rotate off the Committee for a year before becoming eligible for re-appointment. The Provost serves on the Committee as a non-voting member.

### **1.3.3.8. Athletics Advisory Board (AAB) & Faculty Athletic Representative**

The AAB at Saint Martin's University is appointed by the University President and is comprised of faculty, staff, and students. It is tasked with promoting an understanding of intercollegiate athletics among faculty and other members of the community. The AAB is strongly encouraged by the National Collegiate Athletic Association (NCAA) and the Faculty Athletics Representative Association (FARA).

#### Faculty Athletics Representative (FAR)

The role of the Faculty Athletics Representative is mandated in NCAA legislation, Bylaw 6.1.3. In 1980, the NCAA produced the first *Faculty Athletics Representative Handbook*, which was revised in 1987 and 2004. Faculty Athletics Representatives serve as points of contact between their campuses and the NCAA in the regular conduct of intercollegiate athletics programs.

Qualifications of those who may serve as FARs are described in NCAA Bylaw 6.1.3. The Faculty Athletics Representative is recognized as the representative of the institution and its faculty in the relationship between the NCAA and the local campus. (NCAA Bylaw 4.02.2). The FAR is one of five institutional representatives authorized to request an NCAA legislative interpretation on behalf of the institution. The University President, Director of Athletics, Senior Woman Administrator, and Compliance Coordinator (or their designate) are the other individuals permitted to do so. (NCAA Bylaw 5.4.1.2.1.2)

In keeping with NCAA regulations, the University President designates a faculty member to serve as Faculty Athletics Representative for the University and its Athletics Programs. An individual so designated is required to be a member of the Faculty or an administrator who holds faculty rank and shall not hold an administrative or coaching position in the Athletics Department.

Saint Martin's University has two FARs, one male and one female. FARs serve three-year staggered terms, with the current FAR serving a two-year term beginning in the fall term immediately following approval of the *Faculty Handbook and Faculty Bylaws*. Though the NCAA does not make term limits a condition for the appointment of an FAR, the FARs' roles are constructed at Saint Martin's in keeping with a general principle which governs most roles and commitments within the University. At the conclusion of their term, FARs will remove themselves from consideration for reappointment for one year before being eligible for another term as FAR. FARs typically alternate in their attendance at the national NCAA conferences.

Specific responsibilities of the Faculty Athletics Representative are determined by the University, but the FAR serves as a liaison between the University's constituents and the Athletics Department, and as a representative of the University at NCAA conferences. According to one of FAR's *Guiding Principles*, the role of the FAR is "to ensure that the academic institution establishes and maintains the appropriate balance between academics and intercollegiate athletics."

The FAR at Saint Martin's University is expected to familiarize himself/herself with all aspects of NCAA membership by the University and with the FAR's *Guiding Principles*, and to report in Faculty Assembly about his/her role in serving as FAR.

### **1.3.3.9. Institutional Effectiveness and Assessment Advisory Council**

The Office of Assessment & Accreditation strives to instill and promote a culture of a University-wide, comprehensive, and unified continuous accreditation and assessment and ownership of this commitment to assessment by all members of the community at all locations and in all programs.

**Membership:** The individual appointed to lead this office typically appoints and relies on an Advisory Council drawn from the University's faculty and staff.

**Duties and Responsibilities:** The Council serves in an Advisory capacity to the Office of Assessment & Accreditation and assists in developing University-wide policies and processes with regards to regional accreditation, specialized accreditations, and institutional as well as program-specific assessment.

### **1.3.3.10. Strategic Enrollment Team**

The Strategic Enrollment Team examines and strengthens recruitment effort and vets recruitment goals set by each constituent and office. The Team ensures that the recruitment goals of the University are consistent with the University's overall strategic goals and aspirations, both in the short and long term. The Strategic Enrollment Team brings together University leaders who are directly responsible for recruiting students to Saint Martin's University.

**Membership:**

- University President (Co-chair)
- Provost/Chief Academic Officer (Co-chair)
- Chief Enrollment Officer
- Director of Graduate Admissions
- Chief International Programs Officer

Other University members who may be invited to join the Team at its meetings include the Athletics Director, the Transfer Admissions Counselor, and faculty leaders directly involved in supporting recruitment efforts, such as the Director of Nursing, and College/School Deans.



### **1.3.3.11. University Council**

The University Council is an *ad hoc* body convened by the University President. Members are drawn from the University's Trustees, administrators, academic leaders, faculty, staff, and students. The Council serves as a communications forum on news and information of importance to the University community.

### **1.3.3.12. University Retention Committee**

The University Retention Committee is a cross-University committee appointed by, and reporting to, the University President.

#### **Membership:**

- Chief Enrollment Officer (Chair)
- Registrar
- Chief Student Affairs Officer
- Representative from the Library & Learning Resources
- Two College/School Deans recommended by the Provost
- Chief International Officer
- Director of Financial Aid
- Institutional Researcher
- Three faculty members elected through Faculty Senate
- This committee may be chaired or co-chaired by the Chief Enrollment Officer, the Chief Student Affairs Officer, and/or the Provost

**Duties and Responsibilities:** The Committee analyzes data (retention, withdrawal, housing, campus climate, student satisfaction, etc.) and implements strategies to enhance retention and graduation rates. The Committee also recommends long-range strategies to address the ongoing needs of all students and partners with other campus constituencies on its core charge of implementing strategies to improve retention and graduation. The Committee thus ensures that the University provides every student with an intentional and dynamic academic and social experience that facilitates his/her timely completion of a degree.

The University Retention Committee aims to ensure that:

- students are prepared for success at Saint Martin's
- the University is attentive to student outcomes
- the University is effectively accomplishing its educational and social mission
- the University's reputation continues to expand as a direct consequence of attention to student success
- the University continuously extends its capacity to recruit exceptional students
- the University is regularly responsive to an evolving higher education landscape and the needs of new generations of students

**Terms of Office:** Elected faculty members must be drawn from different Colleges/Schools, serve a two-year term, and rotate off the Committee for one year before becoming eligible to serve again on the Committee.

### **1.3.3.13. Ad Hoc University Committees/Task Forces**

The University President, Provost, or other Vice Presidents may form *ad hoc* Committees or Task Forces to attend to University initiatives, functions, and areas that require particular attention and lie outside the scope of standing or existing committees.

Employee representatives to these Committees or Task Forces may be appointed by the person creating the Committee or Task Force and/or elected by the Faculty or staff.

### **1.3.3.14. Veterans Support Committee (VSC)**

VSC supports the transition of veterans from military to civilian life, and guides veterans as they embark on or continue their university experience. Working with faculty, staff, departments, and student organizations, VSC ensures that SMU is committed to enabling veterans to succeed in their educational goals.

The Committee advances policies, programs, and opportunities for Veterans and is comprised of faculty and staff from across the University appointed by the University President or Chief Student Affairs Officer.

## **2. EMPLOYMENT**

### **2.1. Employment Status**

#### **2.1.1. Regular and Contingent/Adjunct Faculty**

Please refer to the Faculty Handbook for definitions.

#### **2.1.2. Regular Full-Time Staff**

These staff members have successfully completed their six month trial period and are scheduled to work 2080 hours per year (52 x 40 hours per week for most employees) with an allowance for vacation, sick leave and holidays; regular full-time employees are benefit eligible.

#### **2.1.3. Regular Part-Time Staff**

These staff members have successfully completed their six month trial period and whose work schedule is between 1040 and 2080 hours per year. Employees must be regularly scheduled to work at least half-time (1040 hours) with an allowance for prorated vacation, sick leave and holidays; regular part-time employees are benefit eligible.

#### **2.1.4. Temporary Staff**

These staff members are hired primarily to work short term project assignments or to assist during a department's peak load period, etc. Temporary employees may be classified as exempt or non-exempt and may be paid on an hourly, salaried, or contract basis, depending on the position. Temporary or contingent staff employees are not benefit eligible.

#### **2.1.5. Student Employees**

Student employee status applies to students currently enrolled at the University whose primary purpose for being at the University is to obtain an education. Student employees do not receive employee health benefits and are not paid for holidays. Please refer to the Student Employee Supervisor's Handbook and the Student Employee Policies & Procedures Handbook for additional information on student employees.

#### **2.1.6. Volunteers**

A "volunteer" is any person who performs any assigned or authorized hours of service for Saint Martin's University, brought about by their own free choice and without expectation of any form of compensation. Volunteers are not benefit eligible.

Anyone, including retirees, students, alumni or others may provide volunteer services to the University, with the following restrictions:

- a) A non- University student who is younger than eighteen years old may only become a University volunteer for service as part of an approved school program pursuant to a contract between the University and the school, and only with parental consent. Individuals under the age of fifteen may not become University volunteers.
- b) An individual under the age of eighteen must obtain parental consent to volunteer (see Volunteer Agreement and Release Form.)
- c) Under federal law, individuals holding non-immigrant visas (F1, J2 and H4) are prohibited from volunteering in positions where others receive compensation to perform the same services. Individuals holding B1 or B2 visas are prohibited from volunteering in any capacity at the University. Individuals with a pending H1-B visa application to work at Saint Martin's University cannot serve as volunteers.

#### Services Not Requiring a Volunteer Agreement

The following one-time activities (not to be considered all inclusive) are generally considered low-risk, and do not require a completed "Volunteer Agreement and Volunteer Services Release Form."

- Commencement volunteer
- Gala volunteer
- Phone-a-thon volunteer

#### Services Requiring a Volunteer Agreement

The following activities (not to be considered all inclusive) require a completed Volunteer Agreement and Volunteer Services Release Form.

- Professional services, such as those performed by accountants, architects, engineers
- Services involving travel of any kind
- Service involving working with animals
- Services requiring access to confidential information
- Services involving working with minors
- Advisory council participants
- Public speakers

#### Prohibited Activities

University volunteers cannot replace employee positions or impair the employment of a University position. Volunteers' services are generally limited to humanitarian, charitable or public service.

University volunteers are also prohibited from performing the following activities:

- Operating heavy equipment including vehicles
- Working with stored energy
- Activities considered inappropriate for any employee

- Entering into any contract on behalf of the University
- Working with infectious or potentially infectious agents, including human blood

### Selecting and Engaging a Volunteer

When selecting and engaging a volunteer, it is the department or unit's responsibility to be certain the individual has adequate experience, qualifications and training for the tasks he or she will be required to perform. The following procedures are required to engage a volunteer.

1. Evaluate the services that a volunteer will be expected to provide to be certain that the volunteer is (1) providing services that are for and directly related to the business of the University or in support of activities of the University, (2) not replacing or displacing a compensable position within the department/unit, and (3) providing services that are not prohibited under this policy.
2. Determine if a Volunteer Agreement is necessary. (Individuals eighteen and older must complete the "Volunteer Agreement and Volunteer Services Release Form" if appropriate prior to beginning their service.)
3. Ascertain whether the individual is at least eighteen years of age by reviewing a government-issued photo ID indicating proof of age presented by the volunteer.
4. Complete Criminal/Sex and Violent Offender Registry background check and appropriate training for all volunteers prior to their beginning service with the University.
5. Forward a copy of all completed forms to the Office of Human Resources. Send the volunteer to the Office of Human Resources to obtain the appropriate campus identification card. The Office of Human Resources will retain all forms completed as well as copies of any attachments for a period of three years from the date of the University volunteer's separation.
6. If the individual is a returning volunteer but the break in their service is greater than one year, all applicable forms and processes described above must be completed once again.
7. If the individual is a current volunteer but their duties are changed, all applicable forms and processes described above must be completed once again.

NOTE: For some University volunteers, it may not be appropriate to follow some of the steps above (e.g., advisory council members, trustees, reunion chairs, etc.) Please contact the Office of Human Resource for guidance.

### Dismissal

A University volunteer's term of service end at any time and for any reason, without prior notice. Likewise, volunteers may end their relationship with the University at any time and without notice.

## **2.2. Employee Classification**

The Fair Labor Standards Act (FLSA) requires that most workers receive overtime pay for all hours worked over 40 hours in a seven-day workweek, and that employees be paid at least the federal minimum wage. Saint Martin's University terms positions that are covered by FLSA regulations "overtime-eligible".

To be exempt from FLSA overtime regulations, a position's salary amount and job duties must meet criteria specified in the regulations. These criteria are referred to as the "salary basis" and "duties" tests, respectively.

The Office of Human Resources is responsible for applying the "tests" to determine the positions that are covered by the FLSA overtime regulations. This determination is normally made at the time a position is created and may be reviewed when a position is reviewed for reclassification or for salary and/or title changes (professional staff positions). To request that a position's FLSA status be reviewed, contact the Office of Human Resources.

### **2.2.1. Non-Exempt Positions**

These positions are those that do not meet the exemption provisions of the Fair Labor Standards Act (FLSA) and the Washington State salary threshold for overtime exemption. Non-exempt pay may be based on a monthly salary or an hourly wage. Non-exempt positions are eligible for overtime pay for all hours worked over 40 per week.

### **2.2.2. Exempt Positions**

These positions are those which meet the exemption provisions of FLSA and meet the Washington State salary threshold for overtime exemption. Exempt positions are not eligible for pay for time worked over 40 hours per week.

## **2.3. Probationary & Trial Service Periods**

### **2.3.1. Probationary Service Period**

New staff members enter into a probationary service period for a minimum of six (6) calendar months. The probationary service period provides the staff member with the opportunity to determine his/her interest in and suitability for the position. It also gives the supervisor an opportunity to assess the staff member's progress in accomplishing the responsibilities of the position.

During the probationary service period, staff members receive the necessary advice and training from their supervisors to help them learn their assignments and perform their work satisfactorily. In the event that the staff member's performance is below standard during, or by the end of this probationary period, the supervisor has the option of extending the probationary service period for an additional three (3) months and implementing a performance improvement plan or terminating the employment relationship. Completion of the probationary service period does not alter the at-will status of a staff member's employment.

New staff members are generally not eligible for transfer or promotion during their probationary period.

### **2.3.2. Trial Service Period**

Transferred and promoted staff complete a six (6) month trial service period in their new position during which time their progress will be evaluated and communicated to them. In the event that the staff member's performance is below standard during, or by the end of this trial service period, the supervisor has the option of extending the trial service period for an additional three (3) months and implementing a performance improvement plan. If the staff member fails to demonstrate the skill and aptitude to succeed in the new position, he/she may be:

- returned to his/her former position, if available
- placed in another position for which they are qualified, if available
- discharged, if neither of the preceding options is possible

Completion of the trial service period does not alter the at-will status of a staff member's employment.

Important: In no case shall transferred or promoted staff be guaranteed another position within the University if he/she fails to meet the requirements of a new position.

### **2.4. Workweek, Rest Breaks & Meal Breaks**

Saint Martin's University has a standard five (5) day (8) hour a day workweek. The workweek begins at 12:00 midnight each Sunday and ends at 12:00 midnight each Saturday. Standard business hours are from 8:00 am to 5:00 pm, Monday through Friday. Based on the needs of the University, or the needs of a specific department, supervisors may modify hours of operation in his or her respective area of responsibility.

For nonexempt staff the work day standard allows for one (1) unpaid hour for lunch. There will be one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. The fifteen (15) minute break should not be taken within the first or last hour of the workday or within one (1) hour of the lunch break. Breaks shall not be used to shorten the workday or extend the lunch hour.

## **2.5. Hours Worked**

In general, work hours include all the time a staff member is required to be on duty, on University premises or at a prescribed place of work, and all the time during which he or she is permitted to perform work for Saint Martin's University. In some instances, a supervisor may modify hours of work due to departmental workload or if the employee is in travel status. Additional information on employees in travel status can be found in the Travel Policy.

Unauthorized work: For non-exempt employees, work outside the normal working hours or work over forty (40) hours in a workweek is permitted only by the advance approval of your supervisor. Failure to obtain your supervisor's permission before working overtime hours or hours outside of your normal working hours may subject you to corrective action up to and including termination.

Departmental meetings, training sessions and similar activities are considered work time if either of the following two (2) criteria are met:

- a. Attendance is required; or
- b. The meeting takes place during regular working hours.

Questions regarding the compensability of hours worked should be directed to the Office of Human Resources.

## **2.6. Timecards**

Staff members must accurately maintain leave records and are responsible for reporting such time to their supervisor(s). Leave time must be recorded and submitted for approval through the automated timekeeping system. For additional information on automated timekeeping system contact the Office of Human Resources.

The electronic timecard is used to record absences from work and overtime. Timecards cover the period between the 16th of one month and the 15th of the following month.

### **2.6.1. Non-Exempt Staff**

Non-exempt staff must report all hours of overtime worked in any given week on the timecard. You are also to report any time taken off for sick, vacation, holiday, or personal days on the timecard. Sick leave and vacation can be reported in 15-minute increments, providing it is more than 30 minutes, while personal days must be reported in full day increments.



### **2.6.2. Exempt Staff**

Exempt staff must report time taken off for sick, vacation, holiday, or personal days on their timecard. Exempt staff record time off in increments of 8 hours only (10 hours if you are working 10 hours shifts) if they are absent for the full day.

### **2.6.3. Temporary Staff and Student Employees**

Temporary staff and student employees will record their actual hours worked in the automated timekeeping system.

## **2.7. Position Descriptions**

All staff positions have a position description on file in the Office of Human Resources. The position description provides clear definition of organizational needs regarding knowledge, skills, and abilities required to perform a particular job, as well as the FLSA classification of the position. The position description also provides staff members with a guide to their own responsibilities, while providing their immediate supervisor with a tool for regular performance conversations based on those responsibilities.

Position descriptions are an important tool for ensuring equitable salary administration. Position descriptions are updated and reviewed on an annual basis at the time of the performance evaluation process. A position description review can be initiated at any time by either a staff member or a supervisor. New job requirements should be reviewed and updated in the position description when initiated, and following a discussion between the staff member and immediate supervisor. Changes to any job description must be approved by the Office of Human Resources.

Contact the Office of Human Resources for more information on position description development and review.

## **2.8. Performance Evaluation**

The performance evaluation process is a time when a staff member and immediate supervisor communicate with one another about job performance, workplace conduct, and performance goals and accomplishments. The performance evaluation process is also intended to guide staff training and development needs, clarify expectations between the staff member and the immediate supervisor, create a link between the position and Saint Martin's institutional goals, to serve as performance recognition, and to document performance or behavioral concerns when necessary.

A staff member's work performance will be formally evaluated by the immediate supervisor at the completion of the six-month probationary or trial service period. Thereafter, staff members will be provided with a formal work performance evaluation annually. Performance evaluations (self-evaluations and supervisor evaluations) are documented on an Employee Performance Evaluation form and are filed in the staff member's employee file.

When a staff member's performance fails to meet supervisory expectations, falls below skill and responsibility requirements or where there are concerns around professional conduct standards, the immediate supervisor must document the concern and work with the employee to improve performance or the behavior. The Chief Human Resource Officer will collaborate with the staff member's immediate supervisor and assist the supervisor in developing, implementing and monitoring a performance improvement plan.

## **2.9. Recruitment, Selection & Hiring**

One of the most important management decisions a supervisor will make is the selection of a new staff member. Filling the vacancy creates an opportunity to rethink the goals of the department and how the department goes about getting its work done. The primary goals in filling a vacancy should be to hire qualified talented individuals who meet the University and/or departmental needs; increase the diversity within the University community and to encourage career growth of current staff.

Members of St. Martin's Abbey who are qualified by talent and dedication should be employed in academic, administrative and other roles in the University. Saint Martin's University shall give first preference to hiring qualified Benedictine monks to work in the University, subject to a hiring policy mutually agreed upon by the University and the Abbey.

Primary responsibility for the recruitment and selection of faculty lies with the Provost/Chief Academic Officer who collaborates with Deans, Chairs, and Regular Faculty in identifying hiring needs. The Office of Human Resources advertises faculty positions, once approved, on the University's web pages and in educational publications, as appropriate. The primary responsibility for the recruitment and selection of staff lies with the Chief Human Resource Officer and the positions executive administrator.

Saint Martin's University recognizes that the selection of high-quality employees is a key element in its ability to provide outstanding instruction and service to students. Our employees are our most valuable resource and are critical in helping to achieve equal access and opportunity in education and employment within the University. We are committed and dedicated to ensuring that the University's employment processes are fair and open to all who wish to participate.

Those who are responsible for making the hiring decisions at the University are entrusted with ensuring that equal access and opportunity engages our employment process. The information in this procedure will assist hiring managers in filling their vacancies. When these procedures and methods outlined are followed, the University will have the assurance that its hiring processes are ethical, equitable, consistent and that they do not overstep boundaries which are mandated by state and federal laws.

Our employment goal is to attract, select, retain and promote the best possible candidate for every position. Contact the Office of Human Resources for assistance.

### Overview of the Recruitment Process

1. Determine the need (new or replacement) and confirm budgetary support. Contact the Office of Human Resources for advice. Begin identifying search committee members.
2. A member of the Office of Human Resources will meet with the hiring manager to begin the online requisition and recruitment process. The hiring manager will also be provided with the *SMU Supervisor's Onboarding Toolkit*.
3. The Office of Human Resources will review the request and the position description. If a position description is new or over three (3) years old, the Chief Human Resource Officer will work with the hiring manager to update the description and complete a job analysis. A job analysis is done in order to determine the essential functions of the position and to determine the appropriate pay classification. The analysis may entail discussion with the supervisor and other individuals in the department or observing the duties being performed.
4. Members of St. Martin's Abbey who are qualified by talent and dedication should be employed in academic, administrative and other roles in the University. Saint Martin's University shall give first preference to hiring qualified Benedictine monks to work in the University, subject to a definitive hiring policy to be mutually agreed upon by the University and the Abbey.
5. Internal Recruitments: Staff positions may be advertised internally for 5 calendar days through the online application module to allow for individuals to self-nominate themselves for promotion or transfer. If no qualified internal applicants are available the position is advertised both internally and externally.
6. External and Internal Recruitments: Positions are posted on the University's employment page and with various external recruitment sources. External recruitments are generally open for a minimum of 30 calendar days. Depending on the position, human resources will assist you in determining whether the advertising should be local, regional, or national and which sources yield the best responses.
7. Applicants for positions (internal and external) will apply thorough the online application module.

8. During the recruitment period, hiring managers will have access to the electronic application packets for their vacant positions. In the event the hiring manager desires other individuals to review applicants the Office of Human Resources will provide access.
9. The hiring manager decides whether or not an interview committee is to be assembled for the selection process and who those individuals will be.
10. Staff salary setting is determined by the Chief Human Resource Officer, in collaboration with the executive administrator, the Chief Financial Officer and/or the President.
11. Hiring manager and screening committee meet with a representative from the Office of Human Resources to receive training on the online application review process and to review the guidelines for screening and interviewing candidates. Hiring managers (or Human Resources) are to document the reasons why a particular applicant was not selected for interview in the online application module.
12. Prior to making an offer the hiring manager (or Office of Human Resources) conducts reference check and the Office of Human Resources conduct background checks.
13. The Office of Human Resources will provide the hiring manger with the new employee orientation start date and review the hiring manager's responsibilities in the *SMU Supervisor's Onboarding Toolkit*.
14. Upon receipt of acceptable reference checks and background check, either the Office of Human Resources or the hiring manager may make a verbal offer and confirm acceptance. The Office of Human Resources (for staff positions) or the Office of the President (for faculty positions) will send official employment/appointment letters including orientation information, to new hire.

### Confidentiality

It is imperative that all committee members are conscious of the confidentiality of all information made available to them during the recruitment, selection and hiring process. It is also critical that everyone keep in mind the purpose of the recruitment process is to select the best applicant for the position. In accepting committee membership, each member assumes the responsibility not to mention any candidate's name or status, or the content of any committee conversation to any non-committee person within or outside the institution, as confidentiality of applicant information and reference checks must be maintained. The identity of people who have revealed themselves through their candidacy and the integrity and candor of member-to-member discussion must be protected.

### 2.9.1 Moving Expense Reimbursement

Moving expense reimbursements are provided to new employees holding a title of at least assistant director or tenure-track faculty in regular, full-time positions.

Saint Martin's University will reimburse up to 10% of base annual salary for actual moving expenses, to the Lacey area within 60 days of the official start date, to be reimbursed upon submission of receipts.

- Permitted moving expenses include:
  - transportation and lodging expenses for yourself and household members while moving from your old home to your new home.
    - Gas expenses, based upon receipts or IRS current rate for personal or rental vehicles
    - Lodging in transit (appropriate measures should be taken to obtain best value)
    - Airfare (coach only)
    - Rental car (appropriate measures should be taken to obtain best value)
    - Tolls, taxi, limousine, or parking
  - the cost of packing, crating and shipping your personal household items (i.e., household furnishings, equipment and appliances, clothing, books, and similar property). You may include the cost of initial storing (up to 30 days) and insuring these items while in transit.

You **cannot include** as reimbursable moving expenses:

- Meals during travel
- Expenses incurred by persons not considered to be dependents for tax purposes
- Costs related to immigration
- Loss of security deposits
- Real estate expenses including expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Cost for entering into or breaking a lease
- Postage costs for realty and mortgage documents
- Personal telephone calls, tips, movies, or other entertainment.
- Bank fee for cashier's checks
- Cost of property which is for disposal rather than for use by the employee or members of his immediate family
- Cost of property intended for use in conducting a business or any other commercial enterprise.

Per IRS regulations, any amounts reimbursed by Saint Martin's University are considered taxable income to the employee. Your reimbursement will be added to your paycheck upon submission of receipts as a moving allowance and appropriate taxes deducted at that time.

## Procedures

Employee responsibilities: All expenses submitted for reimbursement must be actual, reasonable, necessary and within policy guidelines. Employee must obtain and submit original receipts necessary to support all claims for reimbursement within 60 days of their official start date.

Department responsibilities: Departments and administrative/executive assistants shall assist the new employee in completing the Expense Reimbursement Form for moving expenses. The department is responsible for forwarding the Expense Reimbursement Form to the appropriate Dean or Vice President for signature. The signed Expense Reimbursement Form and receipts are forwarded to the Office of Human Resources for budget allocation.

Controller's Office responsibilities: The Controller's Office has ultimate authority to determine taxability of reimbursements, and the responsibility to insure that taxable ("nonqualified") and non-taxable ("qualified") payments receive appropriate processing and are reported correctly on the employee's Form W-2.

### **2.10. Promotions, Transfers, and Reclassification**

Vacant staff positions are to be filled by promotion and/or transfer whenever possible. Promotions and transfers are not automatic and will depend upon the availability of qualified internal candidates. In order to be considered for a promotion, transfer or reclassification, a staff member should have held their current position for at least twelve (12) months, must have a satisfactory performance record, have no disciplinary actions during the same period and meet the minimum qualifications of the new position. Candidates for promotion will normally be screened and selected based on the same criteria as external candidates, i.e., attendance and work records, performance appraisals and job-related qualifications, etc.

#### **2.10.1. Promotions**

A promotion is a change from one position to another (either in the same office or in another office) that is classified at a higher level. A promotion normally, but not necessarily, is accompanied by an increase in salary. When a supervisor desires to promote an exemplary staff member within their department into new areas of responsibility that would clearly be an expansion and/or enhancement of the staff member's current role, supervisors may do so without a formal recruitment search, subject to the discussion and review by the Chief Human Resource Officer and/or the Executive Cabinet, as necessary.

### **2.10.2. Transfers**

A transfer is defined as a change from one position to another within the same classification level and salary range and may or may not include an increase in salary. Staff members looking to transfer to another position must notify their current supervisor of their intention to apply for transfer. If the staff member is selected for the position a two week notice may be required before the transfer is effective.

### **2.10.3. Reclassification**

Reclassification of a position is a change in position level, title and/or FLSA classification. A request for reclassification may be initiated by a staff member or supervisor. The Office of Human Resources will conduct a job audit with the supervisor and the staff member to determine whether the duties and responsibilities of the position have been changed permanently, materially, and significantly.

Policies and procedures for the promotion and/or re-classification of faculty are outlined in the *Faculty Handbook* and *Faculty Bylaws*.

### **2.10.4. Temporary or Part-Time to Full-Time Conversion**

If a staff member in a temporary position is subsequently hired into that same position but in a regular full-time or regular part-time status, the staff member will be granted continuous service credits from the date hired in the temporary position.

If a staff member in a temporary position hired into regular full-time or regular part-time status in a different position, the staff member's date of hire will be the date he/she assumed regular full-time or regular part-time status in the new position.

In both instances, benefit eligibility and accrual will follow the same process as a new hire.

## **2.11. Employment of Relatives**

Saint Martin's University permits the employment of qualified relatives of employees, as long as such employment does not, in the opinion of the University, create a conflict of interest, or the appearance of a conflict of interest. For purposes of this policy, "relative" includes a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any dependent member of the employee's household.

In order to avoid concerns of actual, perceived, or reasonably foreseeable favoritism in matters of employment, compensation, and/or work assignments Saint Martin's University prohibits relatives from working directly for or supervising a relative, or occupying a position in the same line of authority in which the employee can initiate or participate in decisions involving a direct benefit to the relative.

Such decisions include hiring, transfer, promotion, wage/salary adjustment or leave requests. This policy also applies to members of the same household, except for members of the Benedictine Order.

Supervisors and/or employees who find themselves in a situation that violates this policy have up to six (6) months to eliminate the conflicting relationship. If a decision is not made within six (6) months, the executive administration (in consultation with the Office of Human Resources) will make a final determination on what action will be taken. The University will assist employees by making all reasonable efforts to reassign employees to positions without a conflict.

## **2.12. Employment Reference Checks & Verification of Employment**

### **2.12.1. Employment Reference Checks**

Supervisors or employees should feel free to provide employment/character references for their colleagues or direct reports; however, if there are any concerns contact the Office of Human Resources for guidance.

### **2.12.2. Verification of Employment**

All requests for verifications of earnings information from lending institutions must be forwarded to the Office of Human Resources. Human Resources will respond to requests which have been authorized in writing by the current or former employee or student and will forward the completed request form to the lending institution.

Telephone calls received from organizations requesting financial or employment information on a current or former employee are to be transferred to the Office of Human Resources. Human Resources will verify employment or former employment; provide the dates of employment, job title or responsibilities. Salary information, addresses, telephone numbers, or performance appraisal information, etc., should not be given out or verified over the telephone without prior written approval from the employee.

## **2.13. Employment Records (Revised 2025)**

Employment records and benefit files for employees are maintained in the Office of the Human Resources. Faculty tenure files are maintained in the Office of the Provost. Employees wishing to review their file should contact either the Office of Human Resources or the Office of the Provost to schedule a mutually convenient time when the file can be reviewed. Employees may not remove the file from the office; however, they may request copies of documents in the file. Copies of any document from your file will be provided at a reasonable cost as determined by the Finance Office. If an employee identifies information in their file they believe is irrelevant or incorrect, they can prepare a written rebuttal or corrective statement for their file.



To insure prompt and proper record keeping, employees are responsible for updating their personal information (name, address, telephone, marital and family status, emergency contact information, etc.) by notifying the Office of Human Resources, in writing, of any change in status. **The Office of Human Resources will confirm any employment changes with the employee via telephone, email or personal contact.** All name changes must be accompanied by an official state or court document stating the new name. If you wish to change the number of dependents listed for income tax purposes, a new W-4 form must be completed and submitted to the Finance Office.

#### **2.14. Identification Cards & Parking Permits**

All employees are required to have a University issued photo identification card identifying them as a Saint Martin's University employee. This identification card also allows access to University events and serves such as use of the University library and the Charneski Recreation Center. Spouses and dependents of regular full-time and regular part-time employees are also eligible to receive photo identification cards. Identification cards are prepared in the Office of Public Safety. The University issued photo identification card remains the property of the University. In the event the identification card is lost or damaged, a fee is charged for replacement cards.

Employee parking lots are provided for staff and faculty. Parking in Saint Martin's University parking lots is currently provided at no charge to the employee; however, parking permits are required of all employees and vehicles must be registered with Office of Public Safety. Parking permits may be obtained from the Office of Public Safety after displaying a current vehicle registration and proof of Liability Insurance. Parking violations may result in a fine which will be deducted through payroll.

#### **2.15. Travel for Business (Revised 2025)**

The Saint Martin's University (SMU) Travel Policy provides employees, who are authorized to travel on behalf of the University, with guidelines on the procurement of transportation, lodging, meals and other services necessary to conduct university business. It is University policy that all travel be undertaken in the most economical mode consistent with our policies and still achieves the objective of the business trip. Employees are expected to spend University money as carefully and judiciously as they would their own, and managers are expected to be diligent in their review of the travel expenditures of those they supervise. Employees traveling on SMU business will embrace the Benedictine value of Stewardship and avoid any excessive or extravagant expenditures.

To address the remote potential of a serious accident occurring during travel and the related impact on Universities leadership, senior and key administrative staff members are encouraged to avoid traveling by air together.

- Under no circumstances will more than two senior and key staff be permitted to travel together.
- Vice Presidents and Deans with overlapping responsibilities should avoid group travel.
- The President, Provost, and Vice President for Business & Finance/CFO are prohibited from traveling together on the same airplane and are discouraged from traveling together by other modes of transportation.

## Definitions

Senior Staff: President and Members of the President's Cabinet

Key Staff: Direct reports to members of the President's Cabinet

Traveler: A person on travel status.

Travel Status: An employee is on travel status if the employee is away from their official station (workplace) on official University business related to the employee's job, for at least one night OR has traveled at least 30 miles from the official station. For example, if a Lacey-based employee travels to Seattle or Tacoma for a meeting and returns the same day, the employee would be eligible for University-paid meals. The employee would also be eligible to receive mileage if a personal vehicle were used, and would be reimbursed or could use a Saint Martin's credit card to pay for parking or tolls.

Exceptions to this rule are: athletic teams, coaches and other affiliated athletic personnel are eligible for meals whenever attending an "away" game; admissions staff are eligible for meals and mileage reimbursement when on student recruiting trips; international program staff are eligible for meals when accompanying international students on local trips; and coffee, lunch or dinner meetings with donors, prospective donors, prospective students and/or athletic recruits and their parents, or local, state, and national officials.

Before undertaking any travel for the University comprised of conferences, flights and/or out-of-state destinations, staff and faculty must obtain the approval of the appropriate authority within their reporting line. Appropriate authority includes Cabinet members, Deans, and the Faculty Development Committee. Travel for athletic teams and athletic personnel is considered approved when the schedules are set.

Business Expense: To be an accountable plan, an employer's reimbursement or (expense) allowance must include all of the following rules:

1. Your expenses must have a business connection – that is, you must have paid or incurred expenses while performing services as an employee of your employer.
2. You must adequately account to your employer for these expenses within a reasonable period of time.

- Travelers must submit to the Finance Office an approved Travel Reimbursement Request or an itemized credit card receipt substantiating the amount, time, use and business purpose of expenses within 30 days after the expenses are incurred.
  - Travel Reimbursement Requests for Faculty Development funds are due per the schedule set by the Faculty Development Committee.
    - Employees who do not meet the deadlines will not be reimbursed for their travel expenses.
3. You must return any excess allowance to the Finance Office within a reasonable period of time.
- Employees must return to the Finance Office any advance amounts in excess of substantiated expenses within 30 days after the completion of the trip or, if using Faculty Development funds, per the schedule set by the Faculty Development Committee
    - Employees who do not meet the deadlines will have the entire amount of the allowance added to their income in box 1 of the Form W-2. Employees who fail to return excess advance funds to the Finance Office may be subject to additional disciplinary action.

Travel Time: The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved.

**Home to Work Travel:** An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

**Home to Work on a Special One Day Assignment in Another City:** An employee who regularly works at a fixed location in one city is given a special one-day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time. If the employee left home to their regular work site, drove to the other work location and returned home the same day, the employer may deduct/not count that time the employee spent commuting to the regular work site.

**Travel That is All in a Day's Work:** Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

**Travel Away from Home Community:** Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday.

For non-exempt employees (those paid overtime):

1. If an employee is required to travel to another city, the time from when the employee leaves their home until they arrive at their hotel in the other city is considered time worked.
2. The time from when the employee leaves the other city until they arrive back home is considered time worked.
3. If, on the other hand, the employee is required to report to work before they travel out of town, then the drive back to work and home from work at the end of the travel is considered their normal commute and not considered time worked.

The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

### Types of Travel Expenses

#### Air Transportation

Air transportation may be reserved through a travel agent or via the internet. Care should be taken to ensure that the best pricing for travel arrangements is realized regardless of the method.

If you use your personal credit card, the IRS requires that requests for reimbursements be substantiated with original receipts after a trip's completion.

All domestic and foreign travel should be booked in the least expensive class (Coach). You may be asked to provide an explanation should you book airfare that costs more than the lowest available coach fare.

To maximize discount fare possibilities, air travel arrangements should be made as far in advance of the travel date as possible.

#### Ground Transportation

##### 1. Airport Transfers:

When available, airport limousines or complimentary hotel shuttle service should be taken to and from your hotel (or meeting site). Also, private vehicles, busses or shuttles should be used from home to the airport and back. (Limousines and taxis are generally significantly more expensive and should be used only if there is absolutely no other less expensive option.)

The use and or possession of alcohol, marijuana, or any illegal drug, is prohibited in rented vehicles. No employee will operate a rented vehicle or personal vehicles used on University business, while under the influence of alcohol, marijuana, or any other substance that may impair his or her ability to drive safely. Please arrange for another approved driver if you take medication that may cause drowsiness, dizziness, or otherwise impairs normal function when you are planning to drive a rented, or personal vehicle for University business.

The use of all tobacco products is prohibited in rented vehicles.

## 2. Car Rental (when out of SMU area):

Car rental arrangements should be made at the time of booking travel arrangements. All rentals will be at the lowest possible rate per day. Car rentals will be reimbursed for standard or compact rates only. Use of an intermediate or full-size car is acceptable when three or more employees are traveling together and sharing rental.

Employee auto insurance will be the primary insurance on any rental vehicle, and the University insurance will be secondary. Accidents need to be reported to the Public Safety Office with 24 hours of occurrence. Accidents will be handled in accordance with a separate accident policy.

Employees are encouraged to plan their travels to return rental cars to the original renting location to avoid unnecessary drop-off charges. Such charges can increase the cost of the rental by a considerable margin.

Employees should always refill the gas tank before returning the rental car. Service station prices for gas are significantly less than the charge imposed by rental agencies. All purchases of gasoline or other supplies must be documented with receipts.

## 3. Personal Vehicle Use:

When you use your own car for University business, it's your responsibility to make sure you have a valid driver's license and enough insurance to cover yourself, your vehicle, and any passengers. Before driving for work, we recommend checking your insurance policy so you know exactly what is covered.

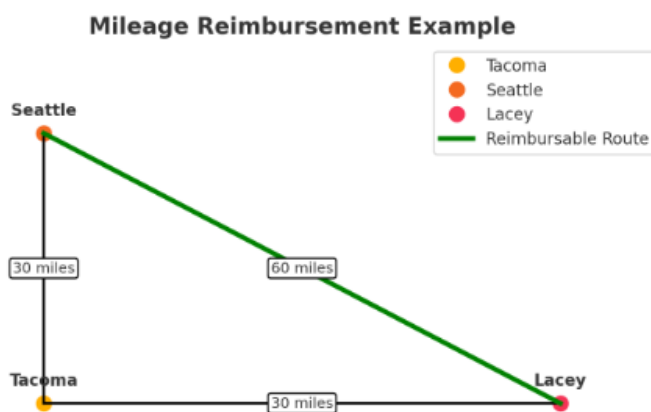
The University does not reimburse for traffic tickets, parking fines, or gas for your personal car. Gas for personal vehicles should never be charged to a University credit card. Your normal commute—from home to your regular work location—is also considered personal travel and is not reimbursable.

If your car is damaged while you are driving for approved University business and the damage is not your fault, you may request reimbursement for repairs up to the amount of your insurance deductible. To do so, you'll need to submit your insurance claim or police report along with your repair receipt to the Office of Public Safety.

When driving your own car for approved University business, you can be reimbursed for mileage at the IRS rate (contact the Office of Finance for the current rate). Reimbursement applies only to travel beyond your normal commute and must be for official University purposes—either between campus and another work site, or between two off-site work locations.

We reimburse for whichever distance is shorter: from campus to your assignment location, or from your home to your assignment location. Mileage must be documented with a point-to-point map, such as Google Maps or MapQuest, showing your starting and ending addresses. If you are traveling on weekends, holidays, or outside of regular business hours, you may calculate mileage from your home. If you travel with others in the same personal vehicle, only the driver can request reimbursement.

**EXAMPLE:** If you normally drive 30 miles from Tacoma to Lacey for work, that trip is your daily commute and not reimbursable. If you instead attend a meeting in Seattle, which is also 30 miles from Tacoma, the trip from Tacoma to Seattle is still considered part of your normal commute distance, so it is not reimbursable. However, when you leave Seattle and return to Lacey for work, you are traveling between two work locations—an off-site meeting and the campus—which counts as business travel. The distance from Seattle to Lacey is 60 miles, and that full amount is reimbursable because it is outside your normal commute.



## Hotel Accommodations

When travel arrangements are such that arrival is later than 6:00 p.m., it may be necessary to guarantee with the hotel for late arrival. The employee is responsible for any changes in the room reservations or cancellations. Any “no show” charges that could have been avoided will be the responsibility of the employee. To avoid incurring such costs, employees are encouraged to cancel in a timely manner and record the cancellation number assigned when the room is released.

Reimbursement is limited to the rate of a single room unless the room is to be shared with another University member. Any additional charges incurred that are personal in nature, or as a result of a spousal accompaniment (unless the business purpose is pre-approved), must be deducted when completing the **Expense Reimbursement Form** or reimbursed to SMU if charged to the SMU credit card.

### Meals (while traveling on University business)

Meals may be reimbursed when traveling overnight. Meals may not be reimbursed for same day travel unless they relate to business entertainment.

For travel within the continental United States, Saint Martin’s University reimburses actual meal expenses up to:

- Breakfast \$10
- Lunch \$15
- Dinner \$25

For travel to Hawaii, Saint Martin’s University reimburses actual meal expenses up to:

- Breakfast \$15
- Lunch \$22
- Dinner \$35

Tips may not exceed 20% of the pre-tax amount. Receipts must be itemized. Alcohol is unallowable unless it is part of business entertainment.

Any amounts in excess of the limits above will be reimbursed to the University by the employee if made on a University issued purchasing card.

### International Expenses

In the case of international travel from the U.S., one expense report form should be submitted for each local currency in which reimbursable expenses were incurred. The amounts on the report should be stated in the local currency. The total for all expenses should be translated into U.S. dollars at the exchange rate(s) actually incurred. International travelers must submit rate of exchange receipts when exchanging currencies.

## Local Business Meals, Entertainment Expenses

Business meals are typically used for conducting business with outside parties, such as University donors, private consultants, business representatives, and for the recruitment of prospective employees or students. Business meals are not subject to the US GSA rates, but must be reasonable and not excessive. If meals are to be paid for by the University, the meal must involve at least one person outside of the University, and it must be for a business purpose. For example, if staff goes to lunch together, the University would not pay for the meal even if business was discussed and staff is from different departments.

It may sometimes be necessary for business to be conducted during the lunch hour when scheduling limits all required participants to come together only at that time. In such cases, meal costs for a group conducting business over lunch may be charged to the University and must be approved by a Dean or Cabinet Member in advance. In such instances, the cost should not exceed \$15 per participant.

Meals for recruitment of staff and faculty are allowed. The limit is \$250, regardless of the number of attendees. Groups are encouraged to limit the number of participants to three or less. Search expenses, including meals, lodging, air transportation, car rentals and advertising must be charged to the University-wide Searches budget, and must be approved by the Director of Human Resources for reimbursement.

The IRS requires documentation to support each instance of business meals and entertainment. Included in the supporting documentation should be a receipt that identifies the establishment, the city and the date on which the entertainment occurred. The notes must also contain the name and affiliation of those entertained, and must state the business conducted.

## Food Service for internal meetings

Meal service is appropriate and may be provided when meeting attendance is mandatory, and the meeting can only be held during the meal hour.

Snack service can be provided when the meeting involves more than one department, is scheduled longer than 2 hours, and is held in a University conference space (Maud Wren, Student Services Conference Room, Harned Hall Room 110, Cebula Hall third floor or Society Room, O'Grady Library conference room and the Norman Worthington Conference Center).

University funds should not be used to cater internal staff meetings, nor should University funds be used for birthday parties and baby showers.



## Tips

Tipping is allowed and is reportable on the Travel Expense Reimbursement Form. It should be reasonable and follow these guidelines:

- Wait staff: 15%-20% of the receipt total should be included in the amounts reported under meals.
- Taxis: 15% of the fare should be included on the Taxi/Bus line.
- Bellhops/Porters: \$1.00 per bag can be included on the Misc. (expense) line.
- Hotel cleaning staff: \$2.00 per night can be included on the Misc. (expense) line.

## Incidental Expenses

Incidental expenses are miscellaneous expenses incurred while traveling for University business. Examples of incidental expenses include laundry (must be for trips that are five days or longer), internet access fees, metered parking, local bus fare, emergency phone calls, business phone calls, reasonable fitness/gym fees (if not included in the room fee) and reasonable tips for room service.

The University will reimburse for the actual, reasonable expenses if receipts are provided or will reimburse the employee up to \$15.00 per day without receipts.

## Personal Expenses

The following are examples of personal expenses and are the responsibility of the employee: DVD rentals, movies/event tickets, spa facilities, car washes, souvenirs, toiletries, mini-bar refreshments.

The University will not be responsible for any costs incurred as a result of illegal actions by the employee, even if the employee is conducting University business. This includes vehicular violations and deductibles for accidents, if the employee driver is deemed to be at fault.

## Telephone

Employees are encouraged to use their cell phones for personal calls when they are traveling on University business. Personal long-distance calls to one's home charged to the hotel room are limited to one call each day away from home base and should be limited to 10 or 15 minutes.

## Methods of Reimbursement

### Travel Advances

In the instance that the employee needs a travel advance, either in the form of cash or other prepayment, an approved **Cash and/or Travel Advance Request** is required by the Finance Office. Requests must be submitted to the Finance Office by 3 pm on Monday (or the first business day of the week) in order for a check to be available on Wednesday.

The **Travel Advance Form** must include the following:

- The dates of the trip or expenses.
- The destination and purpose of the trip.
- The amount requested.
- For group travel, names of all travelers.
- Authorized signatures and account numbers.

Employees must return to the Finance Office any advance amounts in excess of substantiated expenses within 30 days after the completion of the trip by completing an Expense Reimbursement Request form.

### Expense Reimbursement for Employees without an SMU credit card

An approved **Expense Reimbursement Request** form must be submitted to the Finance Office within thirty (30) days from the last expense that incurred on the trip. In most cases, subsequent travel advances or reimbursements will not be processed for staff or faculty who has a travel expense report that is overdue. Employees are encouraged to have their reimbursements paid by direct deposit.

To ensure reimbursement of incurred expenses; the following must be documented in the space provided on the **Expense Reimbursement** form:

- The purpose of the trip, entertainment or business activity.
- The dates and corresponding amounts of each item of expense.
- If any of the expenses were incurred on the behalf of other non-SMU employees, state their business relationship to SMU (i.e., purpose of the business entertainment.)

The IRS requires that requests for reimbursements to individuals be substantiated with original receipts after a trip's completion. Therefore, individuals who charge travel expenses (such as airfare or conference fees) to a personal credit card will be reimbursed for those expenses after the trip has been completed.

Employees traveling with an SMU credit card:

Employees who use an SMU credit card while traveling will be required to allocate their charges on-line per the **SMU Credit Card Instructions** that were given to the employee when issued their card or that are also available on the Finance website.

Credit card charges will post to the employees online credit card account within 2-5 business days after the charge is made. Employees will receive a note from Finance on Mondays if charges were posted the prior week.

Credit card charges should be allocated as soon as possible, but no later than noon on Thursday of the week the employee receives notification. Employees who consistently miss this deadline will have their credit card revoked.

Once the charges are allocated, please print out the list of charges that have posted (per the instructions given when receiving the credit card), attach the receipts, sign the page and have your budget manager review and sign the form also. Once complete, please send the signed statement to Finance.

### Receipts are Required

The University requires that original receipts be submitted for all expenses. Per IRS Publ. 463, a restaurant receipt is enough to prove an expense for a business meal if it has all of the following information:

- The name and location of the restaurant.
- The number of people served
- The date and amount of the expense.

Also, per the publication, if a charge is made for items other than food and beverages, the receipt must show that this is the case.

In the case of hotel bills, the folio account from the hotel is necessary. For business entertainment, you must indicate on the form the names and affiliation of those entertained, the business purpose of the entertainment, and the nature of the discussion that took place.

## **2.16. Travel with Students**

Saint Martin's University employees leading academically-related travel with a group of students are expected to devote their full attention to the oversight of the students when involved in course activities and/or non-academic activities which they arrange and/or participate, and while traveling.

All travelers are expected to comply with all relevant policies outlined in the Saint Martin's University Employee Handbook, local laws and applicable policies of host institutions; additionally, students are expected to adhere to the Saint Martin's University Student Code of Conduct.

Spouses/domestic partners (except for a faculty/staff member of Saint Martin's University who is also a spouse/partner and who is co-teaching the program's academic content) and children of faculty and staff are not permitted to accompany employees on University Affiliated Student Group Travel. Community members (including alumni, spouses and children of students) are not permitted to accompany University Affiliated Student Group Travel unless they are enrolled in the course of study or educational program.

Rare exceptions may be made for community members serving as official University volunteers and permission for such an exception may only be granted by the Provost/Chief Academic Officer, after consultation with the General Counsel or President's office and the sponsoring unit's Cabinet Level Administrator.

## **2.17. Use of University Vehicles (Updated 2025)**

All members of the Saint Martin's University community who are authorized to drive University vehicles or otherwise operate a vehicle to conduct University business must operate vehicles in strict accordance with all state and local laws. No work or errand is of sufficient importance to violate safe driving practices. Safe vehicle operation is the responsibility of all members of the SMU community while participating in all University business or activities.

Saint Martin's University will strive to protect the safety of all community members by authorizing qualified drivers to operate University vehicles. Drivers shall be trained according to this program. SMU will conduct checks of a driver's driving record. Employees or students who demonstrate irresponsible or unskilled driving behavior will be evaluated for corrective action and may lose the privilege to drive University-owned vehicles.

### Eligibility

To drive a Saint Martin's University-owned vehicle, you must be 21-years of age or older, be certified by SMU through Public Safety and possess a valid driver's license. Persons restricted from driving by order of a doctor must never drive or operate a University vehicle.

At the discretion of the University, and providing the persons meets the certification prerequisites and pass the on-line defensive driving test, certification can be provided to SMU students and SMU employees to drive for University programs. Examples of University programs are athletic programs, ASSMU activities, class field trips, or forensic events. Volunteers who are appointed to drive by a Saint Martin's University program must provide written documentation by a program representative and obtain certification through SMU Public Safety before driving a SMU owned vehicle.

In order to be eligible the prospective driver must:

1. Fill out the Saint Martin's University Motor Pool Driver online request form.
2. Submit a copy of a current (valid) driver's license and obtain and submit a copy of their Abstract of Driving Record (ADR) for verification of their driving record for the past three years. The following driver's violation criteria will apply to all drivers of Saint Martin's University-owned vehicles:
3. Have no major criminal traffic violations in the past 3 years. Major criminal traffic violations include but are not limited to:
  - Driving While License Suspended
  - Reckless Driving
  - DUI
  - Negligent Driving 1st Degree/2nd Degree
  - Vehicular Homicide/Assault
  - Hit and Run Vehicle/Property/Person
4. Have no more than:
  - One (1) accident as the primary offender in the last 3 years; OR,
  - Two (2) Traffic Infractions in the past 3 years; OR,
  - One (1) accident as the primary offender and one (1) Traffic Infraction in the past 3 years

Significant criminal traffic violations, such as vehicular assault, negligent homicide, hit and run, DUI, negligent/reckless driving, will remove a person from being allowed to drive University-owned. At the discretion of the Director of Public Safety, drivers may be allowed to operate University-owned with up to three (3) minor traffic infractions on their Driving Abstract in the last three (3) years.
5. All prospective drivers must take and pass an on-line defensive driving test.
6. Complete SMU Purchase Order (signed by the requesting department's budget manager) marking the Purchase Order as an inter-department charge to the SMU Motor Pool Account in the amount required for each driver tested.
7. Submit completed Purchase Order to the Director (or Assistant Director) of Public Safety.

After submitting the completed Purchase Order, Public Safety will sign the prospective driver(s) up for an on-line defensive driving course offered through Alertdriving.com. Driving tests for large passenger vans consist of two modules. A passing score of 80% or better is required on both modules for successful completion. An Alertdriving.com link and password will be emailed to driver upon completion of steps mentioned above.

Authorization to drive a 12-passenger van does not automatically include authorization to drive a University-owned mini-bus. Drivers of mini-buses are required to pass a driving skills course in addition to submitting an application, submitting an Abstract of Driving Record, and taking the on-line defensive driving test.

### Responsibility of Drivers

- Observe and practice safe vehicle operation.
- Successfully complete the on-line defensive driving test.
- If driving a mini-bus, successfully complete the skills driving test.
- Report vehicle damage or defects.
- Report all vehicle incidents, regardless of size or damage, to one's supervisor and to Public Safety.

### Responsibility of Employees, Advisors, Coaches, Instructors, Trip Leaders

- Ensure that employees and students receive training and driver certification before operating a vehicle. Report accidents to Public Safety.
- Responsible for instilling appropriate driving behaviors.

### Responsibility of Director of Public Safety

- Monitor the application of this program and make adjustments accordingly.
- Provide training opportunities for SMU drivers.
- Enforce the directives of this program.
- Assist campus advisors, coaches, instructors, trip leaders and other drivers in meeting the objectives of this program.

### Abstract of Driving Record

Saint Martin's University may check driving records of candidates considered for jobs requiring a valid driver's license. This will be accomplished by requiring the successful candidates to submit an Abstract of Driving Record issued by the Washington Department of Licensing or the state where the valid driver's license is issued from. Public Safety may conduct spot checks of driving records for existing employee and student drivers, but no less than every three years.

If a past record or driving behavior is discovered indicating a driver is a risk, the driver is not permitted to drive a University vehicle.

### Vehicle Condition

Any person assigned to drive a University vehicle is responsible for all matters pertaining to the safe operation of the vehicle. Motor vehicles shall not be modified in any manner that affects the recommended mode of operation, speed or safety of the vehicle.

### Inspection

The driver is encouraged to conduct an inspection of the vehicle before operation. Use the inspection form in Appendix B to guide the inspection and log any deficiencies or defects found. Defects or needed repairs must be reported promptly to Facilities. *The vehicle shall be removed from service for any problem that renders the vehicle unsafe until repairs are made.*

### Cleanliness

It is the driver's responsibility to keep the vehicle interior clean and free of loose tools and other debris. The windshield must be kept clean for good visibility. A monetary charge will be assessed against the program using a vehicle returned not clean for the next scheduled use.

### Vehicle Loads/Cargo

**Cargo:** Transporting cargo, personal property, and/or team equipment is allowed in University-owned or rented vehicles; however, cargo, personal property, and/or equipment may not exceed the rear seat back height and may not be transported forward of the rear seat.

**Roof-top Carriers:** Roof-top carriers are not allowed on any University-owned vehicles.

**Personal Property:** Personal property may be carried (when legal) in University-owned vehicles; however, University insurance does not provide for personal property carried in University-owned vehicles. Personal property may not be attached to the vehicle in any way that might cause vehicle damage. Equipment that attaches to, or alters the performance of University-owned vehicles is not allowed.

**Trailers:** Towing trailers of any kind by University-owned vehicles is not allowed.

### Vehicle Operation

University vehicles represent Saint Martin's University and should be driven in a manner so as to create a favorable impression to the public. Show more than ordinary courtesy and consideration for other drivers and pedestrians.

Secure all doors, end gate enclosures, and equipment before driving. Drivers and passengers must not throw objects from the vehicle. All materials being transported must also be secured to prevent material from being blown off of the vehicle.

**Speed:** Drivers must operate equipment at a safe speed for roadway conditions. The on-campus speed limit is a maximum of 20 miles per hour. A good "rule of thumb" is to drive at a fast walking pace. On campus drivers of vehicles shall stop at blind intersections and then proceed slowly while looking for pedestrians or other vehicles. Off campus drivers of vehicles must also comply with the following Vehicle Code requirements governing speed regulations:

Basic Speed Law requires a speed that is safe for all conditions including traffic, surface and width of roadway, weather conditions, and visibility.

Observe Speed Limits established by Code for certain situations such as blind crossings, business and residential districts, and other special zones established by the posting of speed limit signs, as well as Special Speed Restrictions as established to cover various types of vehicles, trailers or combinations.

**Parking:** Drivers must comply with State and County parking regulations and SMU parking designations except when exemption is granted for work involving construction, operations, entrance or egress.

Drivers shall not park vehicles:

- In fire lanes.
- On soft surfaces.
- In front of building entrances, stairways, ramps, or main thoroughfares or other no parking zones.

**Seats and Seat Belts:** When driving or riding in a University vehicle used to conduct SMU business, one must sit in a seat designed for this purpose and seat belts must be worn in accordance with state regulations. Persons may not ride in the back of trucks, golf carts, vans, trailers or in other parts of a vehicle that do not have seats. If there are not enough passenger seats and seat belts for all passengers, then some people must walk or the driver can make more trips to transport all of the passengers. The seat belt must be adjusted so that it is snug enough to afford the maximum protection without being uncomfortable. Fasten the seat belt before moving the vehicle. Do not attempt to fasten the seat belt while the vehicle is moving.

### Driving Conditions and Times

Advisors, coaches, instructors, and/or trip leaders are responsible for assessing the conditions for safe driving. It shall be the responsibility of the driver and the advisor, coach, instructor, or trip leader to cancel the trip, if the conditions indicate that it is unsafe to proceed. The following are some of the factors that should be evaluated prior to travel:



- Physical fitness of the driver. Is your driver sick, tired, or injured?
- Weather conditions. Is it icy, snowy, or foggy with poor visibility?
- Driver skill. Is this a young or new driver or a driver that has seldom driven a large vehicle?

It is the driver's responsibility to be fully rested and alert before driving. The passenger who is riding in the front seat position is responsible for watching the driver for signs of decreased driver ability, such as nodding off during the trip. The passenger must also be fully rested and alert.

It is recommended that the driver stop every 90 minutes of travel for a rest period and exchange with a different certified driver for the next 90 minutes.

Driving is prohibited between 12:00 a.m. and 5:30 a.m. for all drivers less than 25 years of age. A Saint Martin's University certified driver who is 25 years of age or older, and is well-rested and alert may drive during these restricted hours provided the driver complies with the other conditions of this program. Early departures are authorized within the prohibited period providing they are departing from the SMU campus. The team or group is required to stay overnight when they cannot comply with these conditions.

Communications: All student groups who use a Saint Martin's University vehicle must have among them at least one cell phone or other two-way communication device for emergency purposes.

### Moving Violations

The driver is responsible for all moving violations and parking tickets, including the payment of fines or penalties. Parking tickets, including Sno-pass, Good-To-Go pass or other permit violations, issued to the University vehicle and not paid for by the responsible driver, will be traced back to the department and charged to the department. The department is encouraged to seek reimbursement from the driver.

Accident: Immediately call local authorities to report an accident occurring off-campus. Follow that by notifying Saint Martin's Public Safety. Follow the instructions in the insurance packet located in the vehicle glove box.

On-campus accidents, regardless of severity, must also be immediately reported to Public Safety and to your supervisor or advisor.

Medical Care: It is the trip leader's responsibility to determine whether individuals involved in a vehicle crash must be evaluated at a medical facility. This shall be determined based on the severity of the accident, consultation with emergency response personnel, and potential for injury.

## Driving Privileges

Drivers who are involved in an accident shall discontinue driving a Saint Martin's University vehicle until an investigation of the accident is complete. The Director of Public Safety will notify the driver and driver's supervisor or advisor when driving privileges are restored. Driver improvement training may be required for drivers involved in a vehicle accident.

Drivers who are off-campus at the time of an accident must follow accident reporting procedures issued by the Office of Public Safety. Upon return to campus, the driver must provide the police report and statements to the Director of Public Safety and the Chief Financial Officer.

## Reservations

Reserve SMU Motor Pool vehicles through the Athletics Office, located in the Marcus Pavilion/Norman Worthington Conference Center, by calling 360-438-4305/360-438-4296. Include the number of passengers (Large passenger vans are restricted to 12 passengers maximum plus driver), anticipated departure/return date/times, and destination.

If a SMU vehicle is unavailable, the requesting entity may need to rent from a private vendor. Driver names, passenger limits and names, destination, departure and return dates and times, are the same as for University-owned vehicles.

Cancellation: Cancel SMU Motor Pool Vehicle reservations as soon as it is known it is not needed so someone else may use the vehicle(s), and to prevent being charged for its use. Make arrangements with SMU Public Safety to pick-up Motor Pool keys, preferably during work hours (7:00 AM – 5:00 PM Monday – Friday). However, after hour pickup and delivery of Motor Pool key can occur by calling 360-438-4555 and requesting a security officer meet you at the office. Reserved Motor Pool keys will be held for (1) hour past scheduled departure time, after which the vehicle will be considered available.

## General Requirements

Alcohol/drugs: The use and or possession of alcohol, marijuana, or any illegal drug, is prohibited in University-owned. No employee or student will operate University-owned vehicles used on University business, or University customer/guest vehicles while under the influence of alcohol, marijuana, or any other substance that may impair his or her ability to drive safely. Please arrange for another approved driver if you take medication that may cause drowsiness, dizziness, or otherwise impairs normal function when you are planning to drive a University-owned vehicle for University business.

Tobacco: The use of all tobacco products is prohibited in University-owned.

Fueling: SMU Motor Pool Vehicles: All Saint Martin's University Motor Pool vehicles will be refueled upon return to campus, regardless of how many miles were driven. A monetary charge will be assessed for vehicles returned without being refueled.

### Reimbursable Expenses

When out of town, the approved driver of a University-owned vehicle has the authority to approve repairs necessary for a safe trip back to the University if they are unable to contact the appropriate University official. For example, it would be appropriate to replace a dead battery or replace damaged wiper blades, but not appropriate to repair a radio, etc.

### Personal Use

University-owned vehicles are not for personal use. Drivers using University-owned vehicles for personal use may lose driving privileges.

### 3. COMPENSATION

#### 3.1. Wage & Salary Determination

Salaries and wages are established for each staff position. Wage and/or salary increases are not to be quoted or offered without the approval by the Chief Human Resource Officer, as well as the Chief Financial Officer and/or the President. Faculty salary schedules may be accessed through the Office of the Provost.

#### 3.2. Paydays

Employees are paid on the last working day of the month.

Unless previously agreed to, all employees participate in the direct deposit program by having their salaries deposited directly to a bank or financial institution of their choice.

#### 3.3. Overtime

Non-exempt staff are entitled to overtime pay rate for all hours **physically worked** over forty (40) hours per week. Each workweek (Sunday 12 a.m. to Saturday 12 a.m.) is a separate unit for purposes of overtime pay computation. The averaging of hours over two or more workweeks in lieu of overtime pay is prohibited. Comp time should not be confused with "flex-time." Flex-time allows employees to schedule their regular working hours in a way that accommodates their personal preferences and family commitments. Comp time strictly refers to compensation for overtime work. The use of "comp time" in lieu of paid overtime is prohibited.

**Non-exempt staff members may not unilaterally determine the need for overtime. Overtime must be directed and authorized in advance by the supervisor.** Saint Martin's University does not assume any obligation to grant or pay overtime beyond that required by law. Unauthorized work time is compensable if the employee is actually permitted to perform the work, and it is the supervisor's responsibility to see that unauthorized overtime is not worked. However, it is the employee's responsibility to contact their supervisor in advance and seek permission before working any overtime hours. Failure to do so may subject the employee to corrective action, up to and including termination.

##### 3.3.1. Non-Faculty Teaching Assignments

To avoid possible violations of the Fair Labor Standards Act (FLSA) staff members in non-teaching positions who are invited by a member of the faculty or a Dean to teach a course at Saint Martin's University must obtain approval from their supervisor, the Chief Human Resource Officer and the Provost.

Exempt staff will receive additional pay for the teaching responsibility based on the University's pay schedule for adjunct faculty if their teaching responsibilities are in addition to their 40 hours of employment as a full-time staff member or in excess of their prescribed hours of work as a part-time staff member. Teaching conducted within their paid hours of work as an employee will not be compensated additionally. Exemptions to this may be determined by the Provost on a case by case basis.

Non-exempt staff will not be appointed as adjunct faculty but will be paid a blended overtime rate for all hours in excess of 40 worked per week. It is the responsibility of the instructional area supervisor to both calculate and pay for the overtime of a non-exempt staff working the additional assignment. The overtime must be calculated prior to the start of the teaching assignment.

The premium amount (blended overtime) is to be paid for the duration of the part time assignment, unless there is a change in hours worked per week at which time the premium must be recalculated.

1. Determine the staff member's regular compensation rate for the work week in their regular position.
2. Calculate the weekly compensation rate for the teaching assignment.

Example: Employee teaching a 3 credit course. 3 load hours at \$545 per load hour = \$1,635.  
\$1,635 divided by 15 week semester = \$109.00 per week.

3. Calculate the teaching hours in the part time assignment. Individual circumstances and work hours may differ, but the teaching hours will typically be calculated by the same method used in the Faculty Handbook and Bylaws to calculate a contingent faculty member's weekly workload. Each semester hour equates to 2.25 weekly workload hours (classroom instruction and preparation time) plus any required office hour(s). Thus, a 3 credit course will usually require 6.75 work hours per week, although fewer or greater work hours may be required depending on the nature of the course and whether office hour(s) are required. The teaching hours calculation must be approved in advance by the employee's instructional area supervisor, the Chief Human Resource Officer and the Provost.
4. Add the regular full time weekly compensation to the weekly teaching rate of gross pay.

	Weekly Gross Pay	Hours worked per week:
Full time job	\$500.00	40.00
Teaching Assignment	<u>\$109.00</u>	<u>6.75</u>
Total	\$609.00	46.75

5. Calculate the average hourly rate. \$609.00 divided by 46.75 hours = \$13.03.
6. Calculate the overtime premium portion of the overtime rate by dividing the average hourly rate by 2. (e.g. the additional 50% or “0.5” of the “1.5” rate. The regular full time weekly compensation and the regular teaching assignment compensation are the equivalent of “straight” time.) \$13.03 divided by 2 (or 50%) = \$6.51
7. Calculate the weekly overtime premium. Multiply the hourly overtime premium by the number of hours worked over 40. This is the rate to be paid to the non-exempt employee in addition to the regular load rate. Example: \$6.51 x 6.75 hours = \$43.96.
8. Add the weekly overtime premium amount to the weekly gross pay

	Weekly Gross Pay	Hours worked per week:
Full time job	\$500.00	40.00
Teaching Assignment	\$109.00	6.75
Blended OT Premium	\$ 43.96	<u>0.00</u>
Total Weekly Gross	\$652.96	46.75

### 3.4. Remote Telework

#### Overview

Remote working or telecommuting (RTW) allows employees to work at home, on the road, or in a satellite location for all or part of their work week.

Saint Martin’s University (SMU) considers RTW to be a viable, flexible work option when the job, the employee, and the supervisor are well suited to such an arrangement. Not all employees and positions are suitable for RTW. RTW is not an entitlement or a University-wide benefit, and it in no way changes the terms and conditions of employment with the University. Not all requests for RTW will be approved or can be granted.

#### Considerations

In general, staffing levels must be sufficient and available to respond to any students, faculty, or staff that need assistance from the office as well as any campus visitors.

Working remotely requires a higher degree of coordination, communication effectiveness, and structure to be effective and benefit the University. It can be done informally, such as working from home for a short-term project or on the road while on business travel. It can also be done more formally through a schedule of working away from the office as described below. Either an employee or a supervisor can suggest RTW as a possible work arrangement:

## Considerations for an RTW arrangement

- Any RTW arrangement can be discontinued at-will by the University and at any time at the request of either the employee and or the supervisor.
- RTW is not intended to be a permanent substitute for dependent or elder care.
- RTW employees will follow regular office protocols for personal, sick and vacation leave use and report timely by responding to communications with their supervisor, or other office staff, out-of-office email message responses, calendar out-of-office, and voice mail message.
- RTW employees will return to campus offices at regular intervals, as arranged per their RTW agreement with their supervisor.
- Pre-scheduled RTW day(s) may be overridden by the needs of the office or community at any particular day.
- RTW arrangements are currently only available to employees with a permanent residence in the State of Washington.

## RTW Eligibility

Not all staff will qualify for RTW if requested because of individual job or office responsibilities. Before entering into any RTW arrangement, the employee, supervisor and cabinet level administrator will evaluate the suitability of such an arrangement by reviewing the following:

- The employee and supervisor will assess the needs and work habits of the employee compared to traits customarily recognized as appropriate for successful remote workers. Situations involving requests for disability accommodations should be discussed with the Office of Human Resources.
- An employee must exhibit a high level of communication effectiveness and have a proven record of meeting all performance expectations before being granted an RTW arrangement.
- Remote work option will be included in the job descriptions if there is an option and ability to work remotely.
- The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a RTW arrangement.
- Non-exempt employees - Non-exempt employees will only be eligible with additional approval by the area supervisor and cabinet level administrator and in consultation with the Office of Human Resources, and hours worked will need to be carefully tracked and reported.
- Equipment needs, workspace considerations, and scheduling issues. The employee and supervisor will discuss and agree upon physical workspace needs and appropriate location for RTW.

- **Work-related Injuries.** When an employee is required to work at both the employer's premise and at home, the employee's home is considered a secondary job site. The employee must report work-related injuries to my supervisor and the Saint Martin's University Office of Human Resources within 24 hours or at the earliest reasonable opportunity. The employee will hold the University harmless for injury to others at the off-campus work site.

Supervisors will regularly evaluate the effectiveness of RTW. This evaluation may include regular interaction by phone and e-mail between the employee and the supervisor or weekly face-to-face meetings to discuss work progress and problems. The employee are to attend team meetings and regularly respond to emails within an appropriate amount of time, if they are working remotely. Regular communication with their supervisor should occur including an evaluation of the arrangement and recommendations for continuance or modifications. Evaluation of RTW performance will be consistent with that employees working at the office or RTW will have met work output expectations, meet deadlines, and complete objectives.

### **RTW Approval Process**

An employee in good standing who desires a RTW arrangement submits a written email request to the area supervisor with a proposed structure.

Once requested, the supervisor and employee determine if the requested arrangement is a formal, ad-hoc, or pursuant to a campus crisis.

- a. If the requested arrangement is deemed ad-hoc (e.g., inclement weather, special projects, government order, or business travel), completion of SMU's RTW Agreement is **not** required, but the arrangement must still be approved by the supervisor.
- b. If the requested arrangement is formal, the supervisor and employee will evaluate the suitability of a RTW arrangement, paying particular attention to the guidelines listed in this policy and the RTW Agreement.
- c. If the requested arrangement is pursuant to a campus crisis, the supervisor and employee will evaluate the suitability of a RTW arrangement, paying particular attention to the guidelines listed in this policy and the RTW Agreement.

The supervisor will present the proposal to the cabinet level administrator for the department who will determine if the RTW request is denied or granted.

- a. If the request is denied, the employee may send another request if the employee experiences a change in job titles/ roles/ or responsibilities.
- b. If the request is granted, the RTW Agreement is signed by the employee, supervisor, Cabinet level administrator and the Chief Human Resource Officer.
- c. If the request relates to or includes a disability accommodation, the supervisor should discuss the situation with the Office of Human Resources before making a determination, and Human Resources will need to discuss the situation with the employee.



The Office of Human Resources will maintain a copy of all signed agreements in the employee's employment file.

## **RTW Resources and Tools**

The RTW employee needs to be accessible to other employees at SMU, and also to people outside the university if the position is one that requires responsiveness to inquiries. The supervisor should evaluate the situation to determine the level of availability needed by the RTW employee and make appropriate arrangements, which may include the use of Teams/Zoom for meetings or calling, as well as the use of personal land line or cell phones if a staff member isn't assigned a direct campus assigned voice-over-internet phone number.

The RTW employee and supervisor will utilize Zoom, Teams, or similar technology for conference calls and take responsibility for ensuring that a colleague on-site will manage technical set-up and proactively troubleshoot connection difficulties for meetings involving multiple participants.

- Employee will use their personal laptop or home computer with SMU's VPN secure services.
- The University will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.
- The RTW employee is responsible for: Providing internet connectivity of a quality that enables them to stay adequately connected.
- Establishing an appropriate RTW work environment for work purposes. SMU will not be responsible any costs associated with the setup of the employee's RTW office space such as internet service, remodeling, furniture, lighting, and office equipment, nor for repairs or modifications to the home office space. SMU will continue to review the requirements of the WA State Department of Labor and update this policy when required.

## **RTW Employee Expectations**

RTW usually requires a higher degree of coordination, discipline, and communication between employees, supervisors, and departments to be effective. Employee responsibilities under a RTW arrangement include, but aren't limited to, the following:

- Availability – RTW employees are expected to be available during normal office work hours, to both internal and external constituents, unless agreed upon with the supervisor and documented in a RTW agreement. Any period where a RTW employee is not available during normal office work hours, beyond the required break/meal periods, should be indicated on the employee's calendar and approved by the supervisor.
- Communication – RTW employees and supervisors will communicate at a level, manner, and frequency consistent with employees working at the office and as appropriate for the job and the individuals involved.

- Productivity – It is expected that RTW employees will be as productive or more productive working remotely as in the office.
- Responsiveness – RTW employees will be as responsive to office communication during regular business hours, just as they would be in the office.
- Leave reporting – RTW employees are expected to follow all University policies regarding use and reporting of personal days, sick and vacation leave.
- RTW alternate work location – RTW employees will not hold in-person business meetings at their RTW location unless approved by their supervisor or unless they are traveling and conducting University business. SMU is not liable for loss or destruction to the RTW employee's home. This includes injury to family members, visitors, or others that may become injured within or around the employee's home. RTW employees are responsible for ensuring and maintaining an ergonomically appropriate and safe RTW worksite.

### **Supervisor Responsibilities**

Working remotely usually requires a higher degree of coordination, discipline, and communication between employees, supervisors, and departments to be effective. Supervisor responsibilities under a RTW arrangement include, but aren't limited to, the following to be effective:

- Provide structure and communication expectations to enable productive collaboration between remote and onsite employees.
- Ensure on-site staffing levels on a given day are sufficient to fulfill work obligations and respond to staff, faculty, student, visitors and University needs.
- Regularly evaluate the productivity and effectiveness of any RTW arrangement and make recommendations for continuance or modification. The evaluation may include regular interaction by phone and e-mail between the employee and the supervisor or weekly face-to-face meetings to discuss work progress and problems. The productivity and effectiveness evaluation will also be consistent with that received by employees working at the office in both content and frequency, and will focus on work output and completion of objectives. Work with the employee to set a methodology to measure productivity. The general expectation is that the remote worker will be at least, if not more, productive as a result of the remote working arrangement. There should be no drop in productivity as a result of remote work.

### **Safety**

Employees are expected to maintain their remote workspace in a safe manner, free from safety hazards. Employees will be provided with a safety checklist which is signed by the employee and supervisor to self-certify the overall safety of the workspace. The safety checklist is maintained with the RTW Agreement in the employee file located in the Office of Human Resources.

## **Systems and Data Security**

Consistent with the University's expectations for data security for employees working at the office, RTW employees are expected to ensure the protection of proprietary or protected information accessible from their home office. Steps include the use of locked file cabinets and desks, use of secured University-provided systems, and any other measures appropriate for the job and the environment. Employee must follow the SMU "Integrated Technology Acceptable Use" policy located in the SMU Employee Handbook.

Any printed work with confidential information must be shredded or kept in a locked file cabinet. If working in a public environment (coffee shop or other less secure environment), minimize exposure by keeping confidential screens out of view of direct onlookers and always locking screen when stepping away.

### **3.4.1. Remote Telework Agreement**

A hybrid RTW arrangement is one where the employee has both an ongoing, regular RTW arrangement and also reports onsite. The University worksite remains the official work location. The document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's RTW arrangement. Each RTW arrangement is unique depending on the needs of the position, supervisor, and employee. In defining the RTW arrangement, the employee and their supervisor are expected to evaluate the costs and benefits of RTW, identify work expectations, and clearly communicate how expectations may be met.

This RTW agreement is not a contract of employment, does not provide any contractual rights to continued employment, and may be terminated by the University at any time unless it is for alleged misconduct or an emergency, in which case, it may be terminated immediately. It does not alter or supersede the terms of the existing employment relationship. The RTW Agreement may be requested from the Office of Human Resources

### **3.5. Mandatory Deductions**

The University makes required deductions for F.I.C.A. (Social Security/Medicare), Federal Income Tax, and State Worker's Compensation (Industrial Insurance). Employees may authorize other deductions to be made from the paycheck as indicated below under voluntary deductions.

The Finance Office sends W-2 forms for income tax filing to employees by January 31 of each year or as soon thereafter as possible.

### **3.5.1. Worker's Compensation**

Each employee is insured through the State Industrial Insurance program. Premiums are paid by both the University and the employee. A partial contribution is made by each employee through a payroll deduction. This insurance covers work related injuries, deaths and occupational illnesses only. It does not cover an employee while he/she is away from work (e.g. on sick leave, vacation leave or annual holiday) or while driving to or from work.

### **3.5.2. Social Security/Medicare**

A percentage of pay is deducted to cover Social Security/Medicare benefits. Such benefits may include, health benefits, retirement payments, death benefits, disability insurance and monthly income payments to certain dependent survivors of covered workers. The specific percentages and maximum wages subject to tax are subject to change from year to year. Employee contributions are matched by a University contribution to Social Security Administration.

### **3.5.3. Washington Cares Fund**

The WA Cares Fund is a new long-term care fund that employees will contribute to, and then, when eligible, have access to a lifetime benefit amount that, if needed, can be used on a wide range of long-term services and supports. WA Cares is self-funded entirely by the employee's contributions through a payroll tax.

### **3.5.4. Voluntary Deductions**

Voluntary deductions include: contributions to authorized tax deferred 403 (b) plans; payroll deductions to authorized medical, dental or other insurance providers; tax deductible donations to Saint Martin's University, Saint Martin's Abbey and United Way; or other deductions authorized by the employee and allowed by the University.

### **3.5.5. Garnishment of Wages**

The University is required by law to recognize certain court orders, liens and wage assignments. The University strongly encourages employees to work out any financial problems prior to involving the University.

### **3.5.6. Unemployment Compensation**

Saint Martin's University pays the total cost of this state program which pays benefits to unemployed workers. The Washington State Department of Employment Security determines eligibility to receive benefits.

### **3.5.7. Payroll Advances**

Payroll advances, provided to benefit eligible employees only, may be made for bona fide emergencies upon written request. Advances must first be approved by the Chief Financial Officer and may not exceed what the employee has earned (net of taxes) as of that date.

## **4. WORKPLACE CONDUCT**

### **4.1 Expectations & Responsibilities**

As an educational institution, Saint Martin's University strives to make each student's stay here exciting, interesting and informative for the entire span of the student's undergraduate or graduate career. This goal depends, in large measure, upon the attitude and approach our employees present in the Saint Martin's University community. In addition, visitors' opinions of Saint Martin's University are frequently influenced by the treatment they receive from our employees. Therefore, it is the duty of each of employee to embrace the Benedictine value of hospitality, and be pleasant, helpful and courteous while serving the needs of our students, performing their jobs, and protecting the interests of Saint Martin's University. The University's employees thus function as educators, mentors, guides, and role models to our students and to each other.

Employees are expected to uphold and support the mission of Saint Martin's University and to respect the teachings of the Catholic Church even though they may not accept these teachings as their personal religious belief. This does not imply an employee's full agreement with every aspect of the Church's position; it means that employees are expected to be familiar with the objectives, faith, and ethical expectations of the Church, and to commit themselves to serve conscientiously and cooperatively within the frame of reference which they provide.

Saint Martin's University is steadfastly committed to the Benedictine values and therefore strives to maintain a civil and humane atmosphere free from harassment and discrimination and full compliance with all applicable state and federal laws and ethical standards that govern its operation as a Catholic Benedictine institution of higher education and as an employer.

Consistent with this commitment, the University expects each employee to conduct themselves (language, actions and behavior) in a manner consistent with Catholic Benedictine values, legal and ethical standards, as well as the Anti-Bullying Policy, Anti-Harassment/Non-Discrimination Policy, Sexual Harassment Policy and the Disruptive Behavior & Violence in the Learning, Living and Working Environment Policy.

It is not possible to set forth with specificity each area of expectation for personal conduct. The following list of basic expectations is not exclusive and employees are expected to act in accordance with the expectations set forth above, even if a specific act is not described below.

The University has full discretion in exercising appropriate corrective action up to and including termination in the event these expectations (above or below) are not met. The University may modify personal conduct standards at any time.

- a. All employees of the University shall commit themselves to support the University's Catholic Benedictine tenets and mission.

- b. Employees are to be punctual in attendance. The employee's supervisor must be notified whenever any difficulty is encountered which makes the employee unable to make it in on time to work.
- c. Employees have a duty to report, verbally or in writing, promptly and confidentially, any evidence of improper practice of which they are aware. As used here, "improper practice" means any illegal, fraudulent, dishonest, negligent, or otherwise unethical action relating to University operations or activities. Employees must contact their immediate supervisor, executive administrator or the Office of Human Resources with knowledge of improper practice. When alleged impropriety appears to involve a management employee, reports must be to the next higher management level and/or the Office of Human Resources. (*See Whistleblower Protection Policy*)
- d. Employees shall not engage in outside activities which consume so much time and energy as to interfere with obligations to the University or which bring discredit or disrespect to Saint Martin's University. Outside employment, beyond the primary full-time position, may not be undertaken by a benefit eligible employee unless prior written approval is received from their supervisor and the responsible executive administrator.
- e. Employees are to keep the Office of Human Resources informed of their correct address and telephone number, and provide other pertinent information that is needed to keep their employee file current.
- f. It is expected that employees will handle any confidential information entrusted to them in a discreet and professional manner. Employees with access to confidential information, whether verbal or written, shall not disclose or disseminate such information during the course of their employment or at any time following separation from employment without express authorization for such disclosure.
- g. Employees shall use sound judgment and maintain a high level of security and safety for all premises, equipment, keys, records, budgets, cash, information, data, and other valuables made available to the employee. If an employee is supplied with a key to an office, or if the employee has access to a combination to a safe or other important storage facility, he or she is responsible for safeguarding these at all times and is not to share or make copies of any key or combinations without authorization from their supervisor and the Office of Public Safety. The University reserves the right to report violations pertaining to the safeguard of the University's finances, property, or confidential information to law enforcement, as appropriate.
- h. Saint Martin's University offices are places of work. Personal visits are discouraged to avoid disruption of the workday. Family members (including children) and friends should be discouraged from coming to and remaining at work.

- i. The University's commitment to excellence and its position in the community require employees to maintain standards of personal appearance that are consistent with departmental needs and with the expectations of those whom the department serves. Departments may set reasonable codes for dress that reflect departmental needs, including the wearing of standardized uniforms provided by the University at no expense to the employee.
- j. It is the policy of the University that reimbursement requests will not be approved unless they have received prior written authorization from the Finance Office.
- k. Employees are expected to comply with the University's Social Media Policy and Integrated Technology Acceptable Use Policy regarding information technology resources. Consistent with that policy, information, computer documents and other data contained or created on computers owned by the University and/or created on University time and or created in connection with University business shall be considered the property of the University unless otherwise specified.
- l. University telephones (cellular and landlines) are to be used to conduct University business. On occasion, personal calls may be necessary, but employees are asked to cooperate in limiting personal calls to emergencies or essential personal business and keep personal calls as brief as possible.

If employees have any questions about standards of expected conduct, they should consult with their immediate supervisor or contact the Office of Human Resources for clarification or guidance. The University reserves the right to refer violations of federal or state laws brought to its attention to local, regional, or national law enforcement, as appropriate.

#### **4.1. Outside Employment**

Saint Martin's University recognizes a right of employees to engage in outside employment, and as has established policies and procedures requiring that such outside employment be disclosed and submitted for administrative review and approval. Outside employment, beyond the primary full-time position, may not be undertaken by a benefit eligible employee unless prior written approval is received from their supervisor and the responsible executive administrator. The employee's immediate supervisor and executive administrator will determine whether, or not, the outside employment would: (1) have an adverse effect on the employee's University duties, (2) create a conflict-of-interest (see Conflict of Interest Policy), or (3) bring discredit to the institution or the University's Catholic Benedictine tenets and mission. The Office of Human Resources is available to assist regarding special requests. Failing to report such activity immediately or continuing an activity without the supervisor's written approval may be grounds for corrective action up to and including termination of employment.

## **4.2. Equal Employment Opportunity**

The principles and values of the Catholic Benedictine tradition, equal employment opportunity, and nondiscrimination are fundamental to the mission, goals, and objectives of Saint Martin's University. The University does not discriminate in employment or in the delivery or administration of its educational programs, policies, scholarship and loan programs, athletic or other University programs on the basis of sex, sexual orientation, race, color, religion (except as a bona fide occupational qualification for certain select positions), marital status, national or ethnic origin, military or veteran status, age, or disability.

## **4.3. Individuals with Disabilities & ADA – Reasonable Accommodations**

Saint Martin's University is committed to the fair and equal employment of people with disabilities and adheres to the non-discrimination and accommodation requirements of the Americans with Disabilities Act (ADA), the ADA Amendments Act of 2008, the Rehabilitation Act of 1973 including Section 504, and other applicable state and local laws regarding disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers without the accommodation process. It is the policy of Saint Martin's University to reasonably accommodate qualified applicants and employees with disabilities unless the accommodation would impose an undue hardship. In accordance with the Americans with Disabilities Act (ADA), the ADA Amendments Act of 2008, the Rehabilitation Act of 1973 including Section 504, and other applicable state and local laws, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants and employees.

### Definitions

A. Disability - With respect to an individual, means:

1. a physical or mental impairment that substantially limits one or more of the major life activities of such individual; or,
2. a record of such an impairment, or,
3. being regarded as having such an impairment.
  - a) An example of "a record of such an impairment" includes having a history of, or having been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - b) An example of "being regarded as having such an impairment" includes having an impairment that does not substantially limit a major life activity but is treated as constituting such limitation; having an impairment that substantially limits a major life activity only as a result of the attitudes of others toward such impairment; or, having none of the impairments described in this section, but being treated as having a substantially limiting impairment.



**In regard to reasonable accommodation, ONLY those employees or applicants who meet part (1) or (2) of the above definition for "disability" shall be considered eligible for a reasonable accommodation.** Reasonable accommodation is not considered for those individuals who "have a record of" or are "regarded as" having an impairment.

- B. Essential Functions - are the fundamental job duties of the employment position the individual with a disability holds or desires. The reasons a function may be essential may include, but not be limited to:
1. the reason the position exists is to perform that function;
  2. the limited number of other employees who could perform that function; and/or
  3. the function may be highly specialized so that the incumbent in the position is hired for his/her expertise or ability to perform the particular function.

The essential functions of each position are listed in the job description. Human Resources works with supervisors to ensure job descriptions reflect the functions as actually performed, and not simply the components of a generic position description. If an employee believes the job functions listed in the position description do not accurately reflect the essential functions of the position, the employee should consult with the Office of Human Resources to determine whether or not a job analysis should be conducted. If warranted, the Chief Human Resources Officer or designee, will conduct a job analysis and determine the actual essential functions of the job.

- C. Major Life Activities - are functions such as, but not limited to: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, sitting, standing, reaching, interacting with others, concentrating, lifting, sleeping, reproduction, running and working.
- D. Mental Impairment - any psychological or mental disorder, e.g. mental retardation, organic brain syndrome, emotional or mental illness or specific learning disability.
- E. Physical Impairment - any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin or endocrine.
- F. Qualified Individual with a Disability - an individual with a disability who satisfies the requisite skill, experience, education, and other job related requirements of the employment position such individual holds or desires, and, who, with or without reasonable accommodation, can perform the essential functions of such position.
- G. Reasonable Accommodation - a change in the work environment or the application process that would enable a qualified individual with a disability to enjoy equal employment opportunities. There are three general categories of reasonable accommodations:

1. changes to a job application process to ensure that applicants with disabilities will have an equal opportunity to participate in the application process and to be considered for jobs;
  2. changes to enable an employee with a disability to perform the essential functions of the job or to gain access to the workplace; and
  3. changes to provide people with disabilities equal access to the benefits and privileges of employment.
- H. Substantially Limits - means unable to perform a major life activity that the average person in the general population can perform; or significantly restricted as to the condition, manner or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity.
- I. Undue Hardship - a specific accommodation requiring significant difficulty or expense. This determination is made on a case-by-case basis and considers the nature, cost of the accommodation, the financial resources of Saint Martin's University as a whole, and/or impact of the accommodation on the operations of the particular office or department involved.

## Procedures

### Employees

1. The employee shall inform their supervisor, Dean and/or the Office of Human Resources of the need for an accommodation.
2. When a qualified employee with a disability has requested an accommodation, the Chief Human Resource Officer or designee shall, in consultation with the employee:
  - Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary.
  - Determine the precise job-related limitation.
  - Identify the potential accommodations and assess the effectiveness each would have in allowing the employee to perform the essential functions of the job. Human Resources may request documentation from the employee's physician of the employee's functional limitations to support the request. Any medical documentation received will be regarding the specific disability for which the accommodation is being requested, how that disability impacts the employee's ability to perform the essential functions of the job. All medical documentation is maintained on separate forms and in separate, locked files. Medical information will not be shared with an employee's supervisor or co-workers unless the disability might require emergency treatment.

- Select and implement the accommodation that is the most appropriate for both the employee and Saint Martin's University. While an employee's preference will be given consideration, the Saint Martin's University is free to choose among equally effective accommodations and may choose the one that is less expensive or easier to provide.
- Human Resources will provide a decision to the employee within a reasonable amount of time.
- The Office of Human Resources will work with the employee to obtain technical assistance, as needed.
- If an accommodation cannot overcome the existing barriers or if the accommodation would cause an undue hardship on the operation of the business of Saint Martin's University, the employee and the Office of Human Resources shall work together to determine whether reassignment may be an appropriate accommodation.

#### Job applicants

1. The job applicant shall inform the Office of Human Resources of the need for an accommodation. The Office of Human Resources or designee will discuss the needed accommodation and possible alternatives with the applicant.
2. The Office of Human Resources or designee will make a decision regarding the request for accommodation and, if approved, take the necessary steps to see that the accommodation is provided.

#### Policy for funding accommodations

Funding for an accommodation must be approved by Saint Martin's University's Finance Office prior to purchase to ensure no undue hardship to the University.

#### Appeals

Employees or applicants who are dissatisfied with the decision(s) pertaining to his/her accommodation request may file an appeal with the Provost, within a reasonable period of time, for a final decision.

If the employee believes the decision is based on discriminatory reasons, then they may file a complaint through the University's Grievance Procedure.

- **Note:** The university reserves the right to reasonably modify an accommodation as circumstances may warrant.

#### 4.4. Demonstrations, Protests and Rallies

Saint Martin's University is a private, four-year, liberal arts University. As such, the University recognizes individual and collective research, thought and the peaceful exchange of ideas and information from many viewpoints as important ideals in academic and personal growth. Saint Martin's is committed to providing a fair, consistent, caring and supportive working, living, and learning environment. Following the Benedictine Core Values of LISTENING<sup>1</sup> and RESPECT OF PERSON<sup>2</sup>, Saint Martin's supports the rights of its community members to engage in dialogue and expression of ideas in an educational setting free from harassment, discrimination, and exploitation. This freedom does not, however, entail the right to threaten, stalk, intimidate, harass, or abuse.

Members of the University community must remember Saint Martin's University is private property. Accordingly, the University reserves the right to limit the time, place and manner of demonstrations/protests/rallies occurring on its private property.

As a matter of policy, the Saint Martin's University will accommodate peaceful informational demonstrations, rallies, or protests conducted in a manner designed to minimize distractions to the academic and spiritual pursuits of the University and Abbey. Accordingly, demonstrations, rallies, or protests are subject to the following standards:

- Time  
Demonstrations, rallies, or protests must occur within the hours of normal operations for the facilities or space in which they occur (if applicable). Buildings will not be kept open beyond regular hours to accommodate these events. Demonstrations, rallies, or protests are prohibited during mid-term and final exams, as well as during holy days and Easter week.
- Place  
Demonstrations, rallies, or protests may not take place in Residence Halls, Residence Hall parking lots, the Norman Worthington Conference Center, or the Marcus Pavilion, or in any space reserved by other members of the University community or campus guest(s). Demonstrations, rallies or protests may not impede the free flow of pedestrian or vehicular traffic, block thoroughfares, or obstruct campus building entry or exits points.

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<sup>1</sup> Rules of St. Benedict – Prologue verse 1-7: Listen carefully, attend to them with the ear of your heart.

<sup>2</sup> Rules of St. Benedict – Chapter 72: Showing respect to one another, Supporting one another's weakness of body or behavior with the greatest patience

- Manner

The manner in which Saint Martin's University community members engage in civil discourse, regardless of content or viewpoints being expressed, is held to a high standard<sup>3</sup>. Just as students are encouraged to engage in critical thought and social action, so are they expected to do so in a civil manner honoring the inherent dignity of all people, even those who may disagree.

Therefore, peaceful demonstrations, rallies, or protests can occur on University property so long as the participants in demonstrations, rallies or protests do not:

- Use amplified sound in a manner substantially interfering with classes or other events in progress. Amplified sound may not be used inside any building at any time. Noise levels may be monitored and controlled by the University.
- Claim to speak for or otherwise represent the position of the University, unless officially sanctioned to do so by the President, Provost, or Dean of Students.
- Gather in such a fashion as to hinder entrances to, exit from, or passageways within any University building or other structure, or hinder the normal flow of pedestrians or vehicular traffic on or to the campus.
- Congregate or assemble within any University building or on University property in such a fashion as to endanger members of the University community.
- Enter into a private office except when and by such manner approved by the appropriate office occupant. Passage through reception areas leading to a private office must not be obstructed.
- Block or obstruct corridors, stairways, doorways, and building entrances in violation of the regulation of the State Fire Marshal, City of Lacey, Thurston County Fire District 3, or the University. Clear and unimpeded passage-ways must be maintained at all times for safety purposes.
- Occupy buildings beyond normal business hours, which are Mondays through Fridays between 8 a.m.-5 p.m., unless other arrangements have been approved in advance.
- Are conducted in a manner that endangers or threatens the physical safety of any member of the University community or guest to the University, violate the law, defame a specific individual, cause a genuine threat or harassment, unjustifiably violate the rights of others, interrupt the functions of the University, or otherwise violate the law, Saint Martin's University Code of Conduct, or Employee Handbook.

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<sup>3</sup> Rule of St. Benedict – Prologue verse 14-21: Keep your tongue free from vicious talk and your lips from all deceit; turn away from evil and do good; let peace be your quest and aim

- Use signs, banners or placards in a manner that endangers the health or safety of others or otherwise violate the limitations set forth in this policy. Signs, banners, or placards may not be affixed to University property, such as buildings, trees, benches or lampposts.
- Force upon others, scatter on the ground, or leave unattended on University property such as tables, benches, or sidewalks, any literature and other printed materials. Posting of any materials must comply with the University's posting policy.
- Notification
 

Individuals, students, organizations, or recognized student organizations intending to organize a demonstration, rally, or protest must notify the University Provost or, in the case of students the Dean of Students, two working days before the demonstration, rally, or protest. A member of the organizing group must be designated as the Organizer/Liaison for the event.

For students, upon receiving notification of intent to demonstrate, rally, or protest, the Dean of Students will meet with the student or student organizers to provide appropriate support and resources to mitigate risk and protect participants' rights. Exceptions to the two working days notification before the demonstration may be given subject to staff availability. The Organizer/Liaison may not make minor changes to the time, place, and manner of the event. Any change must be approved by the Dean of Students, Director of Public Safety and/or Director of Campus Life. The Organizer/Liaison assumes all responsibility for providing an accurate description of any demonstration, rally, or protest held on campus.

- Fixed Exhibits
 

Fixed exhibits proposed by students must be approved by the Dean of Students, in consultation with other campus stakeholders and the Abbey. Individual students or recognized student organizations wishing to sponsor a fixed exhibit must submit a request at least two working days before installation. Following receipt of this request, the sponsoring party must meet with the Dean of Students, or their representative, to discuss expectations, rights, responsibilities, logistical considerations and how Benedictine Values interact with the message(s) of the fixed exhibit; which must be mutually understood and accepted.

Prior to the installation of the fixed exhibit, sponsoring parties will receive written notification of the agreed upon parameters from the Dean of Students, which will have the effect of policy. Fixed exhibits may only be displayed for five or fewer consecutive days and may not be displayed during University holidays. The sponsoring party is responsible for any damage to university property resulting from the exhibit.

- **Accountability**  
Demonstrations, rallies, protests, and fixed exhibits appearing to violate this or other policies of the University may be interrupted or stopped at the discretion of the President, Provost, Dean of Students, or their designee. Upon receipt of any possible violation of these or other University policies taking place as part of a demonstration, rally, protest, or fixed exhibit, participants, organizers, or sponsors may be subject to the student or employee conduct process.

Members of the University community are expected to treat every individual with respect and civility. Members are expected to act in a manner appropriate to the University setting, on campus or while engaged in a University sponsored activity. Disruption or obstruction of teaching, research, administration, or any Saint Martin's University sponsored activity is prohibited.

Rally, protest or demonstration participants not associated with the Saint Martin's University community are allowed to use the sidewalk adjacent to Pacific Avenue on the South side of Saint Martin's University. In the event more space is needed, the University may provide a well-defined portion of the Marcus Pavilion/Worthington Conference Center parking lot ('Q' Parking Lot) for rally, protest, or demonstration use. Events must be peaceful in nature. While on Saint Martin's University property in the Marcus Pavilion/Worthington Conference Center parking lot ('Q'), participants may not confront people arriving on campus, people already on campus, or those leaving campus. No direct contact will be allowed between any opposition rallies, protests, or demonstrations. As a private landowner, Saint Martin's University reserves the right to ask participants to leave campus for any reason, including failure to abide by rally, protest, or demonstration rules; failure to respond to reasonable requests from University officials; confrontational, threatening, or violent behavior; vandalism; or the need to use the lot for previously scheduled events. Refusal to leave when asked may result in arrest for criminal trespass.

#### **4.5. Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act of 1974 (FERPA) protects the privacy of student educational records. FERPA grants parents certain rights with respect to their children's educational records until the age of 18. Once a student reaches the age of 18 or attends a school beyond high school these rights transfer to the student. While Saint Martin's may provide "directory and employment information," in accordance with the FERPA, Saint Martin's University prohibits the disclosure of information from a student's education records without written consent of the student, except:

To school officials who have a legitimate educational interest in the records.

A school official is:

- A person employed by Saint Martin's University in an administrative, supervisory, academic, research, or support staff position;
- A person elected to the Board of Trustees;
- A person employed by or under contract to the University to perform a special task, such as legal counsel or an auditor; or
- A student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her task.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her task. Examples include:

- Performing a task that is specific in his or her job description or by a contract agreement;
- Performing a task related to a student's education;
- Performing a task related to the discipline of a student;
- Providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid;
- Providing information to officials of another school, upon request, in which a student seeks or intends to enroll.
- Providing information to certain officials of the U.S. Department of Education, the Comptroller General, and state and local educational authorities, in connection with certain state or federally supported education programs; or
- In connection with a student's request for or receipt of financial aid, as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.

#### **4.6. Privacy of Health Information**

In the course of the employment relationship, an employee's health information may be used by the University when necessary for the administration of workers' compensation benefits, determining reasonable accommodations or evaluating health insurance plan benefits.

Employees may be asked to sign an authorization form to permit a physician or other health care provider or health plan to disclose specific health information to the University. Any such disclosure will be provided to the Chief Human Resource Officer or designee and maintained in a secure confidential manner. The Genetic Information Nondiscrimination Act (GINA) prohibits discrimination based on their genetic information when it comes to health insurance and employment.



## **4.7. Privacy Policy**

Saint Martin's University is committed to good stewardship of personal information provided by users of its website. Saint Martin's University provides this privacy policy for [www.stmartin.edu](http://www.stmartin.edu).

This privacy policy outlines what types of information Saint Martin's University collects, how the information is processed, as well as the choices that are available to you regarding the use of the information you provide.

### **Data Collection**

#### **Personal Information**

Saint Martin's University does not collect personal information unless users affirmatively choose to make such information available. If users choose to provide personal information, this information may be used in the following ways:

1. Providing information or services you have requested, which may include electronic newsletters, notifications, alerts, and processing registration.
2. Communicating with you via email, text, or other electronic message through our website.
3. Delivering advertising based on your information or preferences.
4. Conducting statistical analysis of our website.
5. Other instances at your direction and/or with your consent.

Saint Martin's University does not sell, rent, or lease personal information. Saint Martin's University utilizes the services of third parties to support its operations, and those third parties may receive your personal data in connection with these activities. If you do not want your personally identifiable information to be collected, please do not submit it.

### **Website analytics and cookies**

The Saint Martin's University website uses Google Analytics and other similar web analytics tools to collect information about visitor traffic and behavior. Google and other third parties may use cookies, web beacons, and similar technologies to collect information from this website. We do not use these tools to collect or store your personal information, and it cannot be used to identify who you are.

You can use the [Google Analytics Opt-Out Browser Add-on](#) to disable tracking by Google Analytics.

Cookies are small files stored on your computer which aggregate (non-personal) information about site traffic and site interactions which enables us to provide better site experiences for our visitors. The information we collect is based on IP address and is not linked to your personal information. You can control and/or delete cookies as you wish; for details, including [how to prevent your browser from accepting cookies, or how to disable cookies](#), click here (link to: <https://consumer.ftc.gov/articles/how-protect-your-privacy-online>).

You can disable cookies through your browser options or visit the [Network Advertising Initiative opt-out page](#) for more information.

### **Third parties**

To communicate effectively with you, we may ask for personally-identifiable information that can include, but is not limited to: name, email address, or phone number. We may share your information with third parties that are affiliated with or engaged by the University for the purpose of contacting you about goods, services, or experiences that may be of interest to you; to the extent we are required to do so by law, court order, or subpoena; or if, in our sole judgment, such disclosure is necessary to protect the health, safety, or property of any person.

### **External links**

This website may contain links to external websites. Saint Martin's University is not responsible for the privacy practices or the content of these websites.

### **Contact information**

If you have any questions regarding this privacy policy please contact Marketing & Communication at [marcom@stmartin.edu](mailto:marcom@stmartin.edu).

## **4.8. Service Animals**

University policy prohibits pets on any of Saint Martin's University campuses; however, in accordance with the Americans with Disabilities Act, service animals are permitted in University facilities. **Service animals are defined as dogs or miniature horses that are individually trained to do work or perform tasks for people with disabilities.** Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets.

The work or task a dog or miniature horse has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. ([http://www.ada.gov/service\\_animals\\_2010.htm](http://www.ada.gov/service_animals_2010.htm) )

To work on campus, a service animal must be specifically trained to perform a service function. Furthermore, the animal should wear a harness, cape, identification tag or other gear that readily identifies its working status. Service animals whose behavior poses a direct threat to the health or safety of others or is disruptive to the campus community may be will not be allowed on campus regardless of training or certification.

#### Removal of a Service Animal:

- a. Disruption: The handler of an animal that is unruly or disruptive (e.g. barking, running around, or otherwise bringing attention to itself) may be asked to remove the animal from University facilities. If the improper behavior happens repeatedly, the handler may be told not to bring the animal into any University facility until the handler takes significant steps to mitigate the behavior. Mitigation can include muzzling a barking animal or refresher training for both the animal and the handler.
- b. Ill Health: Service animals that are ill should not be taken into public areas. A handler with an ill animal may be asked to leave University facilities with the animal.

#### Grievances:

Any handler who wishes to grieve decisions made concerning a service animal should follow the applicable institutional grievance /appeal procedures, starting with the Office of Human Resources.

#### Requirements of Service Animals and Their Handlers:

- a. Training: To work on campus, a service animal must be specifically trained to perform a service function. If an animal meets this definition, it is considered a service animal regardless of whether it has been licensed or certified by a state or local government or a training program, or been trained by its handler.
- b. Under Control of Handler: The handler must be in full control of the animal at all times. The care and supervision of a service animal is solely the responsibility of its handler.
- c. Owner ID and Other Tags: Some handlers carry proof of certification from the school that trained the animal, but certification cannot be required. All dogs must be licensed under state and/or local ordinances.

- d. Health: The animal must be in good health. Animals to be housed in campus housing must have an annual clean bill of health from a licensed veterinarian. The animal must meet the same licensure requirements for health that all animals are required to have in conjunction with state and local ordinances for an animal in public.
- e. Cleanup Rule:
  - Always carry equipment sufficient to clean up the animal's feces whenever the dog and handler are off the handler's property.
  - Never allow the dog to defecate on any property, public or private (except the handler's own property), unless the handler immediately removes the waste.
  - Properly dispose of the feces. (Individuals with disabilities who cannot physically clean up after their own service animal may not be required to pick up and dispose of feces. However, when possible, please ask a person nearby to assist you.)
- f. Registration: A person with a disability who utilizes a service animal will be registered with the Office of Human Resources, providing thorough documentation of the disability and need to have a service animal on campus.

Requirements for Employees:

- a. Allow a service animal to accompany the handler at all times and everywhere on campus, except where service animals are specifically prohibited.
- b. Do not pet a service animal; petting a service animal when the animal is working distracts the animal from the task at hand.
- c. Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- d. Do not deliberately startle a service animal.
- e. Do not separate or attempt to separate a partner/handler from his or her service animal.

A person with a disability who utilizes a service animal must contact the Office of Human Resources and/or the Office of Disability Support Services and provide thorough documentation of the disability and need to have a service animal on campus.

#### 4.9. Anti-Harassment and Non-Discrimination

Saint Martin's University is characterized by mutual trust and the Benedictine values of Community, Dignity and Respect. The University affirms the principle that its students, faculty, staff, monastic members and administrators should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the Catholic Benedictine tradition. Through enforcement of this policy and by education, the University will seek to prevent and eliminate these forms of prohibited behavior. Not every act that may be offensive to an individual or group constitutes discrimination or harassment. In determining whether discrimination or harassment has occurred, the totality of the circumstances surrounding the incident must be carefully reviewed and due consideration must be given to the protection of individual rights, freedom of speech, academic freedom and advocacy. Saint Martin's University maintains and encourages full freedom, within the law, of expression, inquiry, teaching and research; however, academic freedom comes with a responsibility that all members of our education community benefit from it without intimidation, exploitation, or coercion. Discrimination and harassment are not within the protections of academic freedom.

This policy applies to all applicants, student and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to Saint Martin's University (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

All employees, regardless of their position, are expected to comply with this policy, and to take appropriate measures to ensure prohibited conduct does not occur. Appropriate corrective or disciplinary action will be taken against those who violate this policy. Disciplinary action may include verbal or written reprimand, suspension or termination of employment, or sanctions imposed through the Student Code of Conduct for students.

Any student, employee, or other community member who has a concern about possible discrimination or harassment in connection with University employment, programs, services, facilities or activities, is encouraged to discuss those concerns with one of the following officials who is trained and able to assist, whether or not the individual wishes to pursue a formal or informal report.

Cynthia Johnson  
Associate Vice President for Human Resources

[cjohnson@stmartin.edu](mailto:cjohnson@stmartin.edu)  
360-688-2290

Ann Adams  
Interim Dean of Student Affairs/Director, Center for Career & Calling

[aadams@stmartin.edu](mailto:aadams@stmartin.edu)  
360-688-2832

LeRoy Hunter  
Associate Director of Public Safety

[lhunter@stmartin.edu](mailto:lhunter@stmartin.edu)  
360-438-4555

Daryl Henry  
Assistant Director of Public Safety

[dhenry@stmartin.edu](mailto:dhenry@stmartin.edu)  
360-486-8876

It is a violation of this policy to discriminate or retaliate against an individual because they have opposed discrimination or harassment, or because the individual has filed a report, testified, assisted, or participated in any manner in any University procedures designed to resolve an allegation of discrimination or harassment.

## Definitions

### A. Discrimination

Discrimination prohibited by the University includes differential treatment of or denial of a benefit to an individual in education or employment because of his/her protected status (i.e. race, ethnicity, color, national origin, sex, marital or family status, sexual orientation, gender identity or expression, age, religion, creed, disability, veteran status) or any other basis prohibited by federal, state, or local law.

The following are some examples of discriminatory actions. This is only a partial list, and other behaviors or actions may also constitute discrimination:

- Denying or granting in whole or in part a promotion or other advancement opportunities based on an individual's protected status;
- Granting preference in education or employment based on an individual's protected status;
- Assigning grades based on an individual's protected status;
- Making work assignments based on an individual's protected status;
- Denial of use of facilities or equipment based on an individual's protected status;
- Denial of leave based on an individual's protected status;
- Directing racial or ethnic slurs at someone;
- Telling someone repeatedly they are too old to understand new technology;
- Teasing or mocking a person with a disability;
- Ridiculing a person's religious beliefs;
- Vandalizing or defacing property;
- Placing written or visual material, such as a swastika or a homophobic epithet, on the door of an individual's living or work area;
- Chalking anti-Semitic discriminatory or inflammatory language on campus property, such as sidewalks, buildings, roadways, walls or parking lots;
- Making threatening/discriminating telephone calls, sending threatening/discriminating e-mail, text messages, or voice mail messages or using social media to communicate threats or discrimination.
- Participating in or facilitating hate crimes. As defined in the Clery Act, a *hate crime* is a crime reported to local law enforcement or to a Campus Security Authority manifesting evidence the complainant was intentionally selected because of a bias against the complainant. For the purpose of this policy, the categories of bias include those protected classes outlined above.

Examples include, but are not limited to: intimidating comments or phone calls, hate mail or flyers, vandalism, destruction of significant symbols, assault, and arson.

## B. Harassment

Harassment prohibited by this policy is unwelcome verbal, nonverbal (such as whistling), visual, or physical conduct based upon protected status where enduring the offensive conduct becomes a condition of continued education or employment or the conduct is so severe, persistent, and pervasive that it interferes with or limits a student, faculty or staff member's ability to participate in or benefit from the University's educational and/or employment opportunities, programs or activities. Harassment may constitute discrimination in violation of Saint Martin's University policy, state and/or federal law.

For the purposes of this policy, harassment includes forms of sexual/gender harassment that does not meet the threshold of Title IX of the Education Amendments of 1972 and attendant federal regulations regarding sexual harassment, 34 C.F.R. Part 106, effective August 2020. Sexual harassment reports are first evaluated using Title IX criteria. In the event, the sexual harassment meets the threshold for Title IX, the Title IX grievance process will be implemented. If, at any time, the sexual harassment does not meet the threshold of Title IX, the complaint resolution process within this policy will be implemented.

Prohibited harassing conduct may include, but is not limited to:

- Making threatening/harassing telephone calls, sending threatening/harassing e-mail, text messages, or voice mail messages or using social media to communicate threats or harassment.
- Verbal threats, offensive jokes, epithets, derogatory comments, name-calling, ridicule or mockery, insults, put-downs, or slurs;
- Gratuitous visual displays such as derogatory and offensive posters, photographs, cartoons, drawings, or gestures;
- Unwanted physical contact or conduct such as touching, intimidation, or blocking normal movement;
- Physical assaults or threats;
- Stalking or physically assaulting someone;
- Retaliatory actions against an individual who reports harassment or threatens to report harassment.

However, petty slights, annoyances, and trivial or isolated incidents (unless extremely serious) will not rise to the level of prohibited or illegal harassment. To be unlawful, the conduct must create an educational or work environment that would be intimidating, hostile, or offensive to a reasonable person.

It may be helpful for the person on the receiving end of harassment, if he or she is able, to inform the harasser directly the conduct is unwelcome and must stop.

### C. Retaliation

Retaliation means any adverse treatment (beyond a slight or annoyance) taken because a person engaged in protected activity (e.g. opposing discriminatory practices, filing a discrimination or discriminatory harassment complaint, or participating in an investigation, conduct hearing or an attempt at resolution, etc.) or for the purpose of interfering with right or privilege granted under antidiscrimination laws.

### Responsibilities of Employees

All employees are responsible for providing students and employees with a working and learning environment free from discrimination, harassment, and retaliation. It is the responsibility of employees to:

- a. Cooperate fully with the University's investigative and corrective procedures;
- b. Refrain from discriminatory, harassing, or retaliatory behavior, whether physical, verbal or non-verbal.

Administrators, managers and supervisors are responsible for providing students with a working and learning environment free from discrimination, harassment, and retaliation. It is the responsibility of administrators, managers and supervisors to:

- a. Take reports of discrimination, harassment, and retaliation concerns seriously;
- b. Take appropriate action to stop discriminatory, harassing, or retaliatory behavior by interceding and reporting it immediately to:
  - i. STUDENTS- Consult with the Chief Student Affairs Officer to assist in addressing inappropriate behavior;
  - ii. EMPLOYEES- Consult with the Office of the Chief Human Resources Officer to assist in addressing inappropriate behavior;
- c. Monitor the work and learning environment for potential discrimination, harassment, and retaliation;
- d. Follow up on situations that have been addressed and be watchful for potential recurrence or retaliation.

### Reporting an Incident

If a student or employee believes they have experienced any form of discrimination, harassment, or retaliation in the University community or has knowledge of an allegation, the employee or student is to report the incident (or knowledge of it) to one of the following officials:



Cynthia Johnson  
Associate Vice President for Human Resources

[CJohnson@stmartin.edu](mailto:CJohnson@stmartin.edu)  
360-688-2290

Ann Adams  
Interim Dean of Student Affairs/Director, Center for Career &  
Calling

[Aadams@stmartin.edu](mailto:Aadams@stmartin.edu)  
360-688-2832

LeRoy Hunter  
Associate Director of Public Safety

[lhunter@stmartin.edu](mailto:lhunter@stmartin.edu)  
360-438-4555

Daryl Henry  
Assistant Director of Public Safety

[dhenry@stmartin.edu](mailto:dhenry@stmartin.edu)  
360-486-8876

They may also make a report to their immediate supervisor or any University administrator.

Individuals may also contact the Office for Civil Rights of the U.S. Department of Education:

Seattle Office, Office for Civil Rights, U.S. Department of Education  
915 Second Avenue Room 3310  
Seattle, WA 98174-1099  
Telephone: 206-607-1600, FAX: 206-607-1601; TDD: 800-877-8339  
Email: [OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov)

### Confidentiality

Saint Martin's University will make every reasonable effort to preserve an individual's privacy and protect the confidentiality of information. Reports will be treated confidentially to the extent permitted by this policy's reporting requirements and the University's need to investigate and resolve the reported problem. Information concerning an investigation may be disclosed as the University determines it necessary for business purposes or if required by law. The University may keep the names of witnesses and complainants confidential when, at the discretion of the University, doing so is necessary for the protection of the student or employee. However, disciplinary action usually cannot be taken without informing the respondent of the complainant's identity, unless the allegation could be effectively rebutted without knowing who made it. The University will balance any request for confidentiality with its responsibility to provide a safe and non-discriminatory environment for all members of the campus community.

### Review and Investigation

The University will review and respond to all reports describing conduct inconsistent with this Anti-Harassment and Non-Discrimination Policy. The University will take all reasonable steps to investigate or otherwise determine what occurred and to respond to the report consistent with the complainant's requests; however, the University may move forward with an investigation or initiate a disciplinary action or other resolution without the complainant's consent if the

University determines that such action is necessary to ensure a safe and non-discriminatory campus. The ultimate goal of the investigation and any subsequent resolution process is to end any discrimination and harassment, prevent its recurrence, and remedy its effects.

The University will investigate the report in a prompt, thorough, and fair manner. When investigating allegations of discrimination, harassment, and/or retaliation, the University looks at the whole record: the circumstances and nature of the conduct and the context in which the alleged incidents occurred. A determination on the allegations is made from the facts on a case-by-case basis using the “preponderance of evidence” standard. If deemed necessary or advisable, the University may implement interim measures to provide for the safety and wellbeing of the complainant or other University community members.

In most cases, the University will attempt to complete the report investigation and resolution process within 60 calendar days after a report is made, but that time frame may be extended by the University if necessary.

#### Resolution Procedures for Students

Reports against students will be handled under the Code of Student Conduct.

#### Resolution Procedures for Employees

All other reports, including reports alleging violation of this policy by any University staff, faculty, or other community member will be handled by the employee Grievance Policy.

#### False Statements Prohibited

Anyone who provides false statements regarding the filing of a discrimination or harassment report or during the investigation of such a report may be subject to disciplinary or corrective action up to and including termination for employees, or sanctions imposed through the Code of Student Conduct.

#### Retaliation Prohibited

The University does not tolerate any form of retaliation for reporting or participating in any report, investigation, judicial process or appeal, or against anyone who is thought to have reported or participated in a complaint or investigation. Engaging in such retaliation or encouraging others to retaliate is a serious violation of this policy and will be considered an independent reason for discipline regardless of whether the underlying complaint is substantiated. Any concerns regarding retaliation should be brought to the immediate attention of the Chief Human Resource Officer or the Chief Student Conduct Officer.

#### **4.10. Sex-based Harassment & Discrimination-Title IX**

Saint Martin's University seeks to create an environment free from all forms of discrimination and harassment based on sex, gender, gender expression, actual or perceived gender identity, sexual orientation, and sex-based discrimination. It also strives to create an environment that is safe for all.

As a result, sex-based harassment and sex-based discrimination, of any nature, is not tolerated at Saint Martin's University.

##### Overview

This policy defines Saint Martin's behavioral expectations and outlines the procedures by which the University will determine whether those expectations have been violated. It also provides resources for individuals who encounter sex-based discrimination and/or harassment, and outlines some of the campaigns, strategies, and initiatives the University has implemented to promote awareness and educate its community about sex-based harassment and/or sex-based discrimination.

This policy applies to all current students and employees, and to former students and employees when the sex-based harassment or discrimination allegation occurred at the time they were participating in Saint Martin's education program or activities. This policy also applies to third parties, such as vendors and campus visitors. Sex-based harassment and discrimination in the workplace, on campus, in the classroom, or in other aspects of the University's education programs or activities, can be between students, co-workers, individuals of differing genders, same gender, transgender, or between a supervisor and an employee, or an employee and a vendor, student or third party.

The Title IX Grievance Process outlined in this policy follow the guidelines and thresholds of Title IX of the Educational Amendments of 1972 and attendant federal regulations regarding sexual harassment, effective August 1, 2024. The Title IX Sexual Harassment Grievance Process will be used as the initial evaluation of complaints/reports regarding sex-based harassment and discrimination. If at any time, a report does not meet the Title IX definition of sexual harassment as outlined in federal law, the report will be handled in accordance with the University's Anti-Harassment & Non-Discrimination Policy and resolved under the Student Code of Conduct or corresponding employee grievance and discipline policies as applicable.

## Definitions

1. Complainant (for the purpose of this specific policy) means a person who is alleged to have been subjected to conduct that could constitute sex-based harassment and/or discrimination. Under Title IX should be understood that a parent, guardian, or other authorized legal representative can exercise a legal right to act on behalf of the individual subjected to conduct that could constitute sex-based harassment and/or discrimination.
2. Respondent (for the purpose of this specific policy) means a person who is alleged to have violated the recipient's prohibition on sex-based harassment and/or discrimination.
3. Sex-based harassment and/or discrimination includes harassment/discrimination based on sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, gender identity, quid pro quo harassment, hostile environment harassment, as well sexual violence, domestic violence, dating violence, and stalking are also included.
4. Sex-based harassment and/or discrimination for the purposes of Title IX, is conduct on the basis of sex that satisfies one or more of the following:
  - a) An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under an education program or activity of Saint Martin's, explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct (i.e. quid pro quo); or
  - b) Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    1. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
    2. The type, frequency, and duration of the conduct;
    3. The parties' ages, roles within the recipient's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    4. The location of the conduct and the context in which the conduct occurred; and
    5. Other sex-based harassment in the recipient's education program or activity

- c) "Sexual assault," meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - d) "Dating violence," meaning violence committed by a person--
    - 1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - 2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
      - a) The length of the relationship.
      - b) The type of relationship.
      - c) The frequency of interaction between the persons involved in the relationship.
  - e) "Domestic violence" including felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
  - f) "Stalking" meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to--
    - 1. fear for the person's safety or the safety of others; or
    - 2. suffer substantial emotional distress.
5. Sexual Assault is any attempted or actual sexual act directed against another person, without consent of the victim, including instances where the victim is incapable of giving consent.

Sexual Assault includes but is not limited to:

- a) Rape is the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person, without the consent of the complainant. This offense includes the rape of both males and females.
- b) Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

- c) Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - d) Statutory Rape is sexual intercourse with a person who is under the statutory age of consent.
6. Dating Violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition:
- a) Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
  - b) Dating violence does not include acts covered under the definition of domestic violence.
7. Domestic Violence is violence committed: includes asserted violent misdemeanor and felony offenses committed:
- a) By a current or former spouse or intimate partner of the victim;
  - b) By a person with whom the victim shares a child in common;
  - c) By a person who is cohabitating with, or has cohabitated with, the victim as a
  - d) spouse or intimate partner;
  - e) By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred;
  - f) By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.
8. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- a) Fear for the person's safety or the safety of others; or
  - b) Suffer substantial emotional distress.
  - c) For the purpose of this definition:
    - 1. "*Course of conduct*" means two or more acts, including, but not limited to, acts in which the individual directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
    - 2. "*Reasonable person*" means a reasonable person under similar circumstances and with similar identities to the complainant.
    - 3. "*Substantial emotional distress*" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

9. Consent is an understandable exchange of affirmative words or actions, which indicate a willingness to participate in mutually agreed upon sexual activity. Consent must be informed, freely and actively given. If coercion, intimidation, threats, or physical force are used there is no consent.

There is no consent if a person is mentally or physically helpless in a manner that the person cannot understand the fact of, or make a reasonable judgment as to the nature or harmfulness of the conduct, or extent of the sexual situation. This includes incapacitation due to mental disability, alcohol or drug consumption, or being asleep or unconscious. A person who knows or reasonably should have known another person is incapacitated may not engage in sexual activity with the person.

There is no consent when there is force, expressed or implied, or use of duress or deception upon the complainant which overcomes resistance. Forcible compulsion also means the threat of force, expressed or implied, placing a person in fear of death or physical injury to themselves, or another person, or in fear they or another person may be kidnapped unless they consent to sexual activity. In the absence of mutually understandable words or actions, it is the responsibility of the initiator, or the person who wants to engage in the specific sexual activity, to make sure that they have consent from their partner(s).

Silence does not constitute consent. Past consent to sexual activity does not imply ongoing future consent. Whether an individual has taken advantage of a position of influence over an alleged complainant may be a factor in determining consent. Effective consent may not be given by minors less than 16 years old.

10. Retaliation is any adverse treatment (beyond a slight or annoyance) that is taken because a person engaged in protected activity (e.g. opposing discriminatory practices, filing a discrimination or discriminatory harassment complaint, participating in an investigation, conduct process, or an attempt at resolution, etc.) or for the purpose of interfering with right or privilege granted under anti-discrimination laws.

#### **4.8.1 Saint Martin's University Title IX Coordinator**

Allegations of sex-based harassment and/or discrimination (including allegations relating to sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, or gender identity) will be investigated and acted upon by the University, and all reports are to be directed to the Title IX Coordinator. In the event that allegations are confirmed, the University will take appropriate disciplinary actions in accordance with this policy, the Student Code of Conduct, and other policies within the Employee Handbook. The University will also employ, where necessary, applicable, and as available by law, interim protection measures such as interim suspensions and/or no-contact orders where an individual's behavior represents a risk of violence, threat, or predation.

Any employee with knowledge about sex-based harassment and/or discrimination has the duty to report it immediately. The University will make protective measures available to complainant irrespective of whether a complainant chooses to report to local law enforcement or Public Safety-or pursues a formal complaint through the Title IX grievance process.

Any person may report sex-based harassment and/or discrimination (whether or not the person reporting is the person alleged to have experienced the conduct) in person, by mail, by telephone, or by electronic mail (including text messages), using the contact information listed below for the Title IX Coordinator, or by reporting to a member of the Title IX Team which will result in the Title IX Coordinator receiving the person's verbal or written report.

At Saint Martin's University, health and safety are fundamental to our community. Our University Good Samaritan and Whistle Blower Protection Policies protect student and employees who make good faith reports regarding sex-based harassment and/or discrimination.

### **Title IX Coordinator:**

Cynthia Johnson, SHRM-CP, PHR  
Associate Vice President for Human Resources  
Saint Martin's University  
Office of Human Resources, OM 203  
Lacey WA 98503  
360-688-2290  
[cjohnson@stmartin.edu](mailto:cjohnson@stmartin.edu)

### **Title IX Team**

Ann Adams Interim Dean of Students <a href="mailto:Aadams@stmartin.edu">Aadams@stmartin.edu</a> 360-438-4367	LeRoy Hunter Associate Director of Public Safety <a href="mailto:lhunter@stmartin.edu">lhunter@stmartin.edu</a> 360-438-4555	Daryl Henry Assistant Director of Public Safety <a href="mailto:dhenry@stmartin.edu">dhenry@stmartin.edu</a> 360-486-8876
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### **If You Experience or Hear of an Incident of Sex-based Harassment and/or Discrimination**

If you have experienced sex-based harassment and/or discrimination, some or all of these safety suggestions may guide you after an incident has occurred:

1. Go to a safe place and speak with someone you trust. Tell this person what happened. If there is any immediate danger, whether you are on or off campus, call 911. If there is no immediate danger, contact the Title IX Coordinator at [cjohnson@stmartin.edu](mailto:cjohnson@stmartin.edu) or 360-688-2290 or the Office of Public Safety at 360-438-4555 if you are on campus.



2. It is the policy of Saint Martin's University not to notify local law enforcement when sex-based harassment and/or discrimination occurs unless a complainant wishes or there is an emergency threat to health or safety of the campus community. Complainants have the option to notify law enforcement directly or to be assisted in doing so by campus authorities. If requested, campus officials can facilitate reporting to local law enforcement but may also respect a complainant's request not to do so.
3. Consider securing immediate professional support (e.g. counseling, victim advocacy, medical services, etc.) to assist you in the crisis. Contact information for these resources is included below.
4. During regular business hours, students may go to the Saint Martin's University Counseling and Wellness Center, located in the St. Raphael Center or the Student Health Center located in Baran Hall Room 102. These are all confidential resources. After regular business hours, or in any situation where a complainant wishes, local resources are also available and may be able to provide confidential assistance:
  - The Crisis Clinic: 360-586-2800 (information/referral to community resources)
  - St. Peter Hospital: 360-491-9480
    - SafePlace: 360-754-6300, [www.safeplaceolympia.org](http://www.safeplaceolympia.org) (rape relief/women's shelter)
    - Domestic Violence Hotline: 800-562-6025

For employee confidential services contact a representative from *Employee Connect*, our Employee Assistance Program (EAP):

**Online Phone**

<https://www.guidanceresources.com> 1-888-628-4824

Username: LFGsupport

Password: LFGsupport1

5. For your safety and well-being, immediate medical attention is encouraged. Further, being examined as soon as possible is important in the case of rape or sexual assault. Providence Saint Peter Hospital's Sexual Assault Clinic offers specially trained staff to handle examinations, counseling referrals, and follow-up medical care. Physical evidence may be collected up to five days (120 hours) after an assault, although the likelihood of capturing evidence decreases over time. Having medical evidence collected promptly does not commit you to reporting or prosecuting the assault. The evidence may be stored until you make a decision whether or not you want to report to law enforcement.

- To preserve evidence, it is recommended you do not bathe, shower, douche, eat, drink, smoke, brush your teeth, urinate, defecate or change clothes before receiving medical attention. Even if you have already taken any of these actions, you are still encouraged to have prompt medical care as evidence may still be recoverable.
  - Typically, if police are involved or will be involved, they will obtain evidence from the scene and it is best to leave things undisturbed until their arrival. They will gather bedding, linens or unlaundered clothing and any other pertinent articles for use as evidence. It is best to allow police to secure items in evidence containers but if you are involved in transmission of items of evidence, such as to the hospital, secure them in a clean paper bag or clean sheet to avoid contamination.
  - If you have physical injuries take photographs or have them photographed with a date stamp on the photo.
  - Record the names of any witnesses and their contact information. This information may be helpful as proof of a crime, to obtain an order of protection or to offer proof of a campus policy violation.
  - Try to memorize details (e.g. physical description, names, license plate number, car description, etc.), or even better, write notes to remind you of details if you have time and the ability to do so.
  - If you obtain external orders of protection (e.g. restraining orders, injunctions, protection from abuse, etc.), please notify the Office of Public Safety and provide them with a copy of the orders so they may be enforced on campus.
6. Even after the immediate crisis has passed, consider seeking support from Counseling and Wellness Center. They can also refer you to additional resources outside of the University.
  7. Contact the Director of Public Safety or the Assistant Director of Public Safety at 360-438-4555 if you need assistance with any protective measure concerns such as University no-contact orders or other protective measures. The Director and Assistant Director of Public Safety will also assist in any providing information on how to obtain protective or restraining orders from the Thurston County judicial system.

The University Title IX Coordinator is able to offer reasonable academic/employment supports, changes to living/working arrangements, transportation resources or modifications, escorts, no-contact orders, counseling services and other supports and resources as needed by a complainant and the respondent.

## Confidentiality

Saint Martin's University will make every reasonable effort to preserve confidentiality and privacy regarding the reporting party, information concerning the complaint and to the extent reasonable and feasible, the privacy of the person(s) accused of misconduct. To the extent possible, the University will only disclose information regarding the report to individuals who are responsible for handling the University's response.

If a complainant requests that their name not be revealed to the respondent or asks that the University not investigate or seek action against the respondent, the University will evaluate whether this request can be honored based on the University's legal reporting requirements and the University's need to investigate and resolve the reported problem. All requests for confidentiality will be evaluated by the Title IX Coordinator who will determine whether the request can be honored while still providing a safe and non-discriminatory campus. The University will take all reasonable steps to respond to the report consistent with the request. Complainants who request that their identity remain confidential must understand that such a request may limit the ability of the University to fully respond to the incident, conduct an investigation, or pursue disciplinary action against the respondent.

Different people at the University have different reporting responsibilities and roles concerning the maintenance of confidentiality. Some members of the University are required to maintain near complete confidentiality. They are:

Members of the monastic community **only** when acting in a pastoral capacity or the following resources:

For students:

Counseling & Wellness Center	Student Health Center
St. Raphael Center	Burton Hall 102
360-438-4371	360-412-6160
	<a href="mailto:healthcenter@stmartin.edu">healthcenter@stmartin.edu</a>

For employee confidential services contact a representative from “*Employee Connect*,” our Employee Assistance Program (EAP):

Online Phone  
<https://www.guidanceresources.com> 1-888-628-4824  
Username: LFGsupport  
Password: LFGsupport1

## Off-Campus Resources

Students and employees may also contact SafePlace (521 Legion Way SE, Olympia, WA 98501) at 360-754-6300 for guidance, support, and information about sexual assault, domestic violence, and sexual abuse 24 hours a day. SafePlace is a confidential resource.

After regular business hours, or in any situation where a complainant wishes, local resources are also available and may be able to provide confidential assistance:

- The Crisis Clinic: 360-586-2800 (information/referral to community resources)
- St. Peter Hospital: 360-491-9480
- Domestic Violence Hotline: 800-562-6025

### **4.8.2 Employees' Duty to Report Sexual Harassment**

With the exception of the confidential resources designated above, all University employees have a duty to report knowledge about sex-based harassment and/or discrimination incidents or complaints to the Title IX Coordinator or a member of the Title IX Team.

The University is required by law to disclose all reports of on-campus and off-campus sexual misconduct for statistical purposes to the Office of Public Safety and make an annual report to the U.S. Department of Education. These reports, however, will be made without personal identifying information and will not include the name of complainant or information that could easily lead to a complainant's identification.

Records concerning the investigation of and resolution to any report of sex-based harassment and/or discrimination are private. Information may be shared internally between University personnel who have a legitimate educational/employment interest. Additionally, the University maintains privacy in relation to any accommodations or protective measures afforded to a complainant or respondent. If faculty members or administrators are asked by the Title IX Coordinator to provide accommodations for a specific student or employee, they are told that such accommodations are necessary under Title IX, Americans with Disabilities Act Amendment (ADAA), Section 504 the Rehabilitation Act of 1973 that prohibits discrimination based upon disability or the Clery Act, but they are not given any details of the incident.

### **4.8.3 University Procedures for Responding to Reports of Sexual Harassment**

When Saint Martin's University receives a report of sex-based harassment and/or discrimination, the report is forwarded to the Title IX Coordinator. The Title IX Coordinator will first determine if the misconduct meets the threshold of Title IX:

1. Does the conduct fit the definition of sex-based harassment and/or discrimination for Title IX purposes?
2. Did the conduct occur when the complainant was participating or attempting to participate in the education program or activity of the University?

Education program or activity includes locations, events, or circumstances over which the University exercises substantial control over both the respondent and the context in which the sex-based harassment and/or discrimination occurs; it also includes any buildings owned or controlled by the University or student organization that is officially recognized by the University.

The Title IX Coordinator will offer the Complainant supportive measures and, if the alleged conduct meets the definition of sex-based harassment and/or discrimination under Title IX, may proceed with the Title IX grievance process, which is further described below. The Title IX Coordinator, or designee, will contact the complainant to discuss the grievance process and the availability of supportive measures and consider the complainant's wishes with respect to supportive measures.

If the conduct does not meet the Title IX thresholds, the Title IX Coordinator will coordinate an investigation based on the informal resolution process within the University's Anti-Harassment & Non-Discrimination policy or Code of Student Conduct.

## **Title IX Sexual Harassment Grievance Process**

### Definitions

1. Complainant is an individual who is alleged to experienced conduct that could constitute sex-based harassment and/or discrimination. The complainant can be a student, employee or third party (including but not limited to parents).
2. Respondent is an individual who has been reported to be the perpetrator of conduct that could constitute sex-based harassment and/or discrimination.
3. Decision-maker(s) are individuals who oversee and facilitate the hearing by objectively evaluating all relevant evidence both inculpatory and exculpatory and prepares the final "determination of responsibility" report. The decision-maker(s), along with the advisor, has the right and responsibility to ask questions and elicit information from parties and witnesses to aid in obtaining relevant evidence. The decision-maker cannot be the investigator, or the Title IX Coordinator, or the person who determines the outcome of an appeal.

4. Advisor of Choice is the individual selected by the complainant and the respondent to accompany them through a Title IX grievance proceeding and review evidence and investigative reports. The “advisor of choice” also participates in the hearings and may ask questions to the opposing party. The advisor of choice must follow the rules of decorum provided to them or be removed and replaced by an advisor selected by the University. The advisor of choice can be any person the complainant or respondent desires, including an attorney. In certain situations, described further in Hearing section below, the University may provide or assign an advisor.
5. Informal resolution occurs when both parties give voluntary, informed, consent to resolve a formal complaint prior to an investigation. At any time prior to agreeing to a resolution, any party has the right to withdraw from informal resolution and resume the grievance process with respect to the formal complaint. The University does not require, as a condition of enrollment or continued enrollment, or employment or continued employment, or enjoyment of any other right, that any student or employee waive the right to an investigation and adjudication of formal complaints. Additionally, the University does not require the parties to participate in informal resolution and will offer informal resolution regardless of whether or not a formal complaint is filed. Under no circumstances will informal resolution be offered or facilitated to resolve allegations that an employee sexually harassed a student.
6. Supportive measures are non-disciplinary, non-punitive, individualized services offered by the University. Supportive measures may be offered as appropriate and as reasonably available, and without fee or charge to the complainant or the respondent before and after the filing of a formal complaint or where no formal complaint has been filed. These measures are to restore or preserve equal access to the University’s educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University as a whole, or to deter sex-based harassment and/or discrimination. Supportive measures provided to the complainant and respondent will be confidential to the extent that maintaining confidentiality would not impair the ability of the University to provide the supportive measures. The Title IX Coordinator or designee shall be responsible for the determination of any supportive measures, including but not limited to:
  - Restrictions from contacting specific individuals including mutual no contact orders for complainants and respondents
  - Changes to residence hall living arrangements.
  - Changes to class schedules, work assignments, or work schedules.
  - Residence hall restriction, and/or restrictions from other specific University locations.
  - Transportation resources
  - Academic Accommodations
  - Counseling services.

7. Emergency Removal: A student respondent may be removed from the institution, educational program, and/ or activity on an emergency basis if they are determined to be an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sex-based harassment and/or discrimination. This is undertaken through an individualized assessment of the safety and risk analysis.
8. Employees may be placed on administrative leave during the pendency of a grievance process.
9. Sanctions are disciplinary actions taken against a respondent if the respondent is determined to be responsible for the alleged sex-based harassment and/or discrimination. The range of potential sanctions includes, but is not limited to, permanent implementation of changes to class or work schedules, living arrangements, expulsion, termination of employment, permanent bans from campus or other aspects of an education program or activity, or referral to an employment or professional standards discipline process.
10. Remedies will be provided to a complainant if the respondent is determined to be responsible for the alleged sex-based harassment and/or discrimination. Remedies are designed to restore or preserve equal access to the University's education program or activity. The range of potential remedies includes but is not limited to permanent implementation of changes to class or work schedules; or living arrangements measures.

#### Title IX Training

All persons designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process shall receive Title IX Training. Title IX Training includes training on the definition of sexual harassment for purposes of Title IX, the scope of the University's education program or activity, how to conduct an investigation, the grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The University will ensure that decision-makers receive training on any technology to be used at hearings and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators will also receive training on issues of relevance in order to create an investigative report that fairly summarizes relevant evidence. Any person assigned to one of these roles must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent and will receive training on bias and conflict of interest.

## Grievance Process

Once the University has received a formal complaint, the Title IX Coordinator, or designee will provide written notice of the formal complaint to the parties:

- Notice of the investigation, the University’s grievance process including any informal process the University will offer.
- Notice of allegations of sex-based harassment and/or discrimination potentially constituting a violation of Title IX, and providing sufficient time to prepare a response before any initial interview, including:
  - The date and location of the alleged incident, if known.
  - A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
  - Informing the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney and may inspect and review evidence.
  - Description of the range of possible disciplinary actions or sanctions based on the outcome of a “preponderance of the evidence” standard.
  - Inform the parties of any provision in the University’s Employee Handbook or Student Code of Conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- Notice of any additional allegations added after the initial notice.

The Title IX Coordinator, or designee, will contact the complainant and the respondent individually to discuss the grievance process, the availability of supportive measures, and consider the complainant’s and respondent’s wishes with respect to supportive measures.

In the event of immediate threat to the physical health or safety of the complainant (or the safety of anyone else in the Saint Martin's community), the employee-respondent may be placed on administrative leave prior to the conclusion of a grievance process (or even where no grievance process is pending).



### Complaint Signed by Title IX Coordinator

In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX coordinator will determine whether to initiate a complaint of sex discrimination that complies with the University grievance procedures. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:

1. The complainant's request not to proceed with initiation of a complaint;
2. The complainant's reasonable safety concerns regarding initiation of a complaint;
3. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the respondent is an employee of the recipient;
6. The scope of the alleged sex discrimination, including information suggesting a
7. pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
8. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
9. Whether the recipient could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the recipient from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint.

When a complaint is initiated by the Title IX coordinator, the Title IX Coordinator will notify the complainant prior to initiating the complaint and provide supportive measures.

### Dismissing a Complaint

The Title IX Coordinator must dismiss a complaint if:

- The conduct alleged in the complaint would not constitute sex-based harassment and/or discrimination as defined by Title IX even if proved, and/or
- The conduct did not occur in the University's education program or activity, or
- At the time of filing a formal complaint, a complainant is not participating or attempting to participate in the education program or activity of the University.

The Title IX Coordinator has the authority to dismiss a complaint if:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; and/or
- The respondent is no longer enrolled or employed by the University; and/or
- Specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Notification of dismissal will be sent to the complainant and respondent, along with the reason for dismissal. The Title IX Coordinator may also consider reinstating the complaint as violation of another policy located within the Employee Handbook or Student Code of Conduct.

Appeal of the dismissal of the formal complaint must be submitted within 3 calendar days of receipt of the dismissal notification. Acceptable bases for appeal and process for filing an appeal are described in the Appeals section below.

### Informal Resolution Process

The Respondent may at any point during the process accept responsibility for all alleged policy violations. If the Respondent intends to accept responsibility for the sex-based harassment and/or discrimination, the formal grievance process will be paused. The Title IX Coordinator will determine whether the University may use this option.

This option will be available if:

- There is no allegation that an employee-respondent sexually harassed a student;
- Both parties consent to an informal resolution process; and
- The Respondent desires to accept sanctions and end the grievance process.

If this option is available, the Title IX Coordinator, or designee, will work with all parties to determine whether the parties and the University can agree on responsibility, sanctions, and any remedies. If the parties cannot agree to all terms, the process will continue from the same point where it was paused.

Once all parties have agreed in writing to a resolution, the matter cannot be appealed. Appropriate sanctions and remedies will be implemented promptly after all parties agree.

## Investigation Process

The Title IX Coordinator will assign an investigator, who has received Title IX Training, to the case. The investigator will collect evidence, interview involved parties, request statements, inquire about additional witnesses, and document their findings, and submit an investigative report to the Title IX Coordinator for review. Prior to finalizing the investigative report, the investigator will send to each party and the party's advisor, if any, all evidence obtained that is directly related to the complaint to review, including the evidence upon which the University does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source.

Each party will be given a reasonable opportunity to review the relevant and not otherwise impermissible evidence summarized in the investigative report that allows each party to prepare a response to be presented at the live hearing.

## Live Hearing

Live hearings are conducted virtually, in real time. Live hearings will occur with parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear each other or to hear witnesses answer questions. The University will maintain an audio/visual recording, or transcript, of any live hearing and make it available to the parties for inspection and review.

At the live hearing, the decision-maker(s) will permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions including those challenging credibility. Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination question or other question, the decision-maker(s) will determine whether the question is relevant and explain any decision that exclude a question as not relevant. To provide "Rape Shield Protections" for the complainant, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

If a party does not have an advisor present at the live hearing, the University will provide, free of charge to that party, an advisor of the University's choice, who may be, but not required to be, an attorney, to conduct cross-examinations on behalf of that party.

If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) will not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

The University retains discretion to address allegations of non-Title IX sexual harassment or other University policy violations by a respondent in a live hearing, although such conduct will not be considered sexual harassment for purposes of Title IX.

### Determination of Responsibility

In determining responsibility, the decision-maker(s) will use the "preponderance of the evidence" standard for formal complaints involving students and employees. The written "notice of responsibility" will be provided to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the University provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The written determination will include:

- Identification of the allegations potentially constituting sex-based harassment and/or discrimination under Title IX
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
- Findings of fact supporting the determination.
- Conclusions regarding the application of the University's policies or code of conduct to the facts.
- A statement of, and rationale for, the result as to each allegation including:
  - The determination regarding responsibility.
  - Any disciplinary sanctions the University impose on the respondent; and

Whether remedies designed to restore or preserve equal access to the University's education program or activity will be provided by the University to the complainant. Upon a finding of responsibility, remedies provided need not avoid burdening the respondent.

### Appeals

If either the complainant or respondent are not satisfied with the determination regarding responsibility or any allegation, or from the University's dismissal of a formal complaint either party may make a written appeal or request for review. The Title IX Coordinator will notify the other party in writing when an appeal is filed. The University allows both parties to appeal on the following bases:

- Procedural irregularity that affected the outcome of the matter
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator (s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter

Appeals of a dismissal of a formal complaint prior to a live hearing must be submitted within 3 days of the dismissal. Appeals of the written determination must be submitted within 10 calendar days of the receipt of determination regarding responsibility from decision-maker(s). Either party may send written appeals to the following based on the University status of the parties:

- If both individuals are students, the appeal is to be sent to the Chief Student Affairs Officer; regardless of whether the complainant or respondent is making the appeal.
- If one party is a student and the other is a faculty the appeal may be sent to either the Provost/Chief Academic Officer or the Chief Student Affairs Officer depending on who is making the appeal. The Provost/Chief Academic Officer and the Chief Student Affairs Officer will work together on the appeal.
- If one party is a staff member and the other is a student the appeal is to be sent to either the Chief Student Affairs Officer or the Provost/Chief Academic Officer depending on who is making the appeal. The Provost/Chief Academic Officer and the Chief Student Affairs Officer will work together on the appeal.
- If both individuals are employees (not including student employees), the appeal is to be sent to the Provost/Chief Academic Officer.

Upon accepting the appeal, the Provost/Chief Academic Officer and/or Chief Student Affairs Officer will review the investigation documentation and the record or transcript of the live hearing, and may let the original outcome stand or, if new information is discovered that is significant enough to alter the original decision, reopen the investigation. The Provost/Chief Academic Officer and/or the Chief Student Affairs Officer will issue a written decision describing the results of the appeal and the rationale for the results. This written decision will be simultaneously sent to both parties. Only one appeal of the written determination from each party will be permitted.

The University will reopen the appeal period only if:

1. The Respondent is still a student or employee at the University, or the appeal could cause a substantial change to Respondent's transcript, or other student or employee records that may be required to be disclosed outside the University;
2. Either party discovers new evidence that—
  - a) Was not reasonably available at any time prior to the expiration of the appeal period, and,
  - b) Could affect the outcome of the matter; and
3. The party files an appeal within 10 days of the discovery of the evidence.

## Recordkeeping

All records are maintained for a period of seven years in the University secure recordkeeping systems:

- Each sexual harassment investigation including any determination regarding responsibility
- Any audio or audiovisual recording or transcript
- Any disciplinary actions/sanctions imposed on the respondent
- Any remedies provided to the complainant designed to restore or preserve equal access to the University's education program or activity
- Any appeal and the result therefrom
- Any informal resolution and the result therefrom
- All materials used to train the Title IX Coordinator, investigators, decision-makers, any person who facilitates an informal resolution process.
- Records of any action, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

### **4.8.4 Retaliation**

This policy and Saint Martin's University prohibit retaliation against a complainant or witnesses for filing or participating in the investigation.

Common behaviors that could be considered retaliation include, but are not limited to:

- Keeping employees from attending meetings or other business events
- Transferring an employee to a different department or work location
- Providing the employee with a negative performance review
- Making the employee's work environment feel unsafe or uncomfortable
- Limiting the number of hours the employee works

In some instances, acts of employment retaliation may be subtle but still affect the employee. Signs of subtle workplace retaliation include but are not limited to:

- 'Cold shoulder' treatment by coworkers and managers (e.g., ignoring the employee in the breakroom, leaving the employee out of group activities such as coworker lunches and after-work happy hour, etc.)
- Excessive micromanagement of employees and being overly critical of work that was previously acceptable
- Managers and coworkers spreading false rumors about employees

No person at the University may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.

Charges against an individual for a policy or code of conduct violation that does not involve sex-based harassment and/or discrimination, but arise out of the same facts or circumstances as a report of complaint of sex-based harassment and/or discrimination, or a report or formal complaint of sex-based harassment and/or discrimination, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

The University will investigate any reports of retaliation and take appropriate disciplinary action. State and federal law also provide protections for whistleblowers who bring allegations of non-compliance with the Clery Act and/or Title IX to the attention of appropriate campus administrators. Any concerns regarding retaliation should be brought to the immediate attention of the Title IX Coordinator.

## **Education and Prevention**

Established in 2013, the University's Violence Against Women Act Team serves as an advisory board and clearinghouse for all sexual assault/harassment, domestic/dating violence, and stalking awareness and prevention programs and campaigns. In collaboration with the Title IX Coordinator, the VAWA Team plans, records, and assesses an array of programming and training opportunities for students, faculty, staff, and other community members. Educational programs are offered to raise awareness for all incoming students and employees and are often held during new student and new employee orientation periods and throughout an incoming student's first semester. The University also requires staff and students to complete online training modules, administers a robust campus climate survey, distributes policy statements and informational pamphlets, and sponsors a variety of poster campaigns throughout the year to raise awareness, aid in prevention, and prompt discussions of institutional policies on sexual misconduct as well as the relevant criminal definitions of sexual offenses under Washington State law. The University's programs also offer information on risk reduction, bystander intervention, victim empowerment, male engagement, and the recognition of warning signs.

Examples of programs offered to students and employees include, but are not limited to:

- The Clothesline Project
- Preventing Discrimination & Sexual Violence: Title IX & VAWA for Faculty & Staff (Online)
- Unlawful Harassment Prevention for Higher Education Faculty, Staff and Supervisors (Online)
- New Saints Online Training

The University strives to encourage bystander engagement through training on safe, positive, and realistic Green Dot intervention techniques, which are taught to all first-year and transfer students during the *Incipio* orientation program. Bystander empowerment training highlights the need for those who intervene to ensure their own safety in the intervention techniques they choose and motivates them to intervene as stakeholders in the safety of the community when others might choose to be bystanders. If you have any questions about the University's Sexual Harassment or Sexual Misconduct training and programming, please contact Justin Stern, Chair of the Violence Against Women Act Team, at (360) 688-2920 or [JStern@stmartin.edu](mailto:JStern@stmartin.edu).

## **Sex Offenders**

In accordance with the Campus Sex Crimes Prevention Act of 2000, which amends the Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act, the Jeanne Clery Act and the Family Educational Rights and Privacy Act of 1974, the University is providing a link to the Thurston County and Washington State Sex Offender Registry. All sex offenders are required to register in the state of Washington and to provide notice of each institution of higher education in the state at which the person is employed, carries out a vocation, or is a student. [Thurston County Sex Offender Watch – Washington Sex Offender Information](#)

In addition to the above notice to the State of Washington, all sex offenders are required to deliver written notice of their status as a sex offender to the University's Director of Public Safety no later than three (3) business days prior to their enrollment in, employment with, volunteering at, or residence in the University. Such notification may be disseminated by the University to, and for the safety and well-being of, the campus community, and may be considered by the University for enrollment and discipline purposes.

## **OTHER RESOURCES**

[Student Handbook](#): Includes the Code of Student Conduct containing policies and procedures related to student behavior and conduct.

[Employee Handbook](#): Includes policies and procedures related to employment and working conditions for employees.

## **Revised Code of Washington Definitions of Domestic Violence, Dating Violence, and Stalking**

The complete Washington State rape and sexual assault offense definitions are found in the following Chapters of the Revised Code of Washington:

[Chapter 26.50 RCW](#)

[Chapter 9A.44 RCW](#)

[Chapter 9A.64 RCW](#)

[Chapter 10.99 RCW](#)



#### **4.11. Consensual Amorous Relationships**

Due to the potential for abuse or the appearance of abuse and the inherent differential in authority, Saint Martin's University prohibits any faculty or staff employee from engaging in a romantic and/or sexual relationship with any undergraduate or graduate student currently enrolled at Saint Martin's University. Exceptions to this prohibition will be considered on a limited, case-by-case basis by the Office of the Provost and the Office of Human Resources, as long as the conduct is disclosed voluntarily in advance by the employee to either the Provost or the Chief Human Resources Officer.

Likewise, because of the potential for abuse/favoritism or the appearance of abuse/favoritism and the inherent differential in authority, Saint Martin's University prohibits any employee of the University community from engaging in a romantic and/or sexual relationship with any other employee of the University whom that person supervises or evaluates in any way. Exceptions to this prohibition will be considered on a limited, case-by-case basis by the Office of the Provost and the Office of Human Resources, as long as the conduct is disclosed voluntarily in advance by the employee to either the Provost or the Chief Human Resources Officer.

There are times when an employee's spouse may take advantage of the university's Tuition Remission benefit and find himself/herself in a situation that violates this policy. In these circumstances, or any other circumstance where an employee himself or herself in a situation that violates this policy, the employee(s) must immediately notify the Provost or the Chief Human Resource Officer of the conflict of interest. The Provost and the Chief Human Resource Officer will make a final determination on what action will be taken.

In keeping with Saint Martin's University philosophy and mission, if charges of sexual harassment are made, the existence of a consensual relationship, in any of the contexts stated above, shall not be a defense in any proceedings brought by the Office of Student Affairs, the Office of the Provost, or the Office of Human Resources as a result of alleged violations of Saint Martin's University's Anti-Harassment and Non-Discrimination Policy.

#### **4.12. Anti-Bullying**

Saint Martin's University is committed to providing an environment which reflects the highest level of ethical, respectful and lawful conduct. Bullying is prohibited.

Bullying, including cyberbullying, is defined as repeated abusive behavior, either direct or indirect, whether verbal, physical or psychological, conducted by one or more persons against another person or persons, which negatively affects the bullied party's ability to participate in or benefit from the service, activities or opportunities afforded by the University.

Bullying may be intentional or unintentional: a person may engage in bullying even if he or she does not "intend to bully." The following is a non-exclusive list of examples of conduct which may be a part of a pattern of bullying:

- Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name-calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks;
  - Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage or deliberately interfering or tampering with someone's personal effects or work equipment including phone, computer, email, Internet, software;
  - Gesture Bullying: non-verbal threatening gestures or glances;
  - Cyberbullying or cyberharassment is a form of bullying or harassment using electronic means i.e.text, email, social media. Cyberbullying and cyberharassment are also known as online bullying.
  - Socially or physically excluding or disregarding a person in work-related activities
  - Persistent singling out of one person;
  - Shouting or the raising of voice at an individual in public and/or in private.
- Cyberbullying or cyberharassment is a form of bullying or harassment using electronic means. Cyberbullying and cyberharassment are also known as online bullying. ... Bullying or harassment can be identified by repeated behavior and an intent to harm.
- Repeated attacks on a person's character; humiliation, blame, threats, or other forms of denigration based on their personal characteristics or membership in a protected class. Public humiliation;
  - Repeated criticism on matters unrelated or minimally related to the person's job performance or description;
  - Repeatedly accusing someone of undocumented errors;
  - Spreading rumors or negative gossip about individuals;
  - Manipulating the ability of someone to do their work (e.g., knowingly setting deadlines that cannot be met, deliberately giving ambiguous instructions or supplying incorrect information);
  - Assigning menial or demeaning tasks not in keeping with the normal responsibilities of the job.

The University encourages any employee, student, or visitor who believes that he or she has been or is being subjected to bullying to report the incidents through the Grievance Procedure. All parties have an obligation to cooperate with any investigation. Violation of this policy may be result in disciplinary action, up to and including termination of employment.

#### **4.13. Employment and Supervision of Minors on Campus**

As a general policy, the University employs only minors who are age 16 and older. Departments knowingly hiring minors are to contact the Office of Human Resources for hiring procedures an employment restriction that apply to minors age 17 and under.

It is the moral and ethical responsibility of all employees of the campus community to protect children from abuse or neglect. Stopping such abuse or neglect and reporting it to the proper legal authorities is an imperative that is, and has been, shared by all.

Saint Martin's University considers all employees “**mandated reporters**” and imposes reporting obligations on all employees. A mandated reporter is a person who, because of his or her profession, is legally required to report any suspicion of child abuse or neglect to the relevant authorities. Mandated reporters are required to make a report of suspected abuse when they have reasonable cause to suspect that a child is a victim of child abuse under any of the following circumstances:

- They have contact with the child as part of work or through a regularly scheduled program activity or service OR
- They are responsible for the child or work for an agency that is directly responsible for the child OR
- Someone makes a specific disclosure to the mandated reporter and the child is identifiable. This includes children that the mandated reporter may not know through their work or volunteer position OR
- A person 14 years old or older makes a disclosure that he/she has committed child abuse. This includes children that the mandated reporter may not know through their work or volunteer position.

The child does NOT have to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse.

As a mandated reporter do not try to determine whether abuse has happened. Do not investigate or ask questions about what happened, who did it, and so forth beyond reaching the threshold of reasonable cause to suspect that the child has been abused.

Reports of incidences involving the abuse or neglect of minors are to be made to the Program Director/Supervisor or Authorized Adult overseeing the minors, the Public Safety Office, Child Protection Services and local law enforcement.

Saint Martin's University has established a policy regarding the supervision of minors whether the minor activity is sponsored by the University or organizations outside the University.

#### **4.11.1 Supervision of Minors – Non-University Sponsored Events**

Please read the policy and procedures for all non-University sponsored events held at Saint Martin's University and/or housed on University facilities. Initial each part of the policy upon reading and agreeing to comply with said policy.

## Definitions:

Minor – A person under the age of eighteen (18).

University Facilities – Facilities and property owned by, or under control of, Saint Martin's University and St. Martin's Abbey, including University-owned vehicles.

Programs – Programs and activities offered by various academic or administrative units of Saint Martin's University, or by non- University groups using University facilities. This includes but is not limited to workshops, sport camps, academic groups, conferences, pre-enrollment visits and similar activities. However, it does not include: (1) single performances or events open to the general public that are not targeted towards minors (such as varsity athletic competitions, plays, concerts, etc.), or (2) regularly scheduled classes or activities designed primarily for enrolled students who are age 17 and above.

Program Director or Program Supervisor - The Saint Martin's University official who has programmatic oversight and responsibility for a given program at the University or has the responsibility to supervise a University program. Examples of Program Directors include but are not limited to the Director of Athletics, Director of the Office of International Programs and Development, the Director of Campus Life, the Director of Housing and Residence Life.

Examples of Program Supervisors include but are not limited to Coaches, Cultural & Exchange program manager, Host Family & Volunteer Services coordinator, Academic professors or instructors.

Sponsoring Unit – The academic or administrative unit of Saint Martin's University offering a program/event or giving approval for housing or use of facilities including but not limited to the Athletics Department, Event Services, Campus Ministries, and Campus Life.

Authorized Adult – Individuals, age eighteen (18) years of age and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities or recreational and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc. Authorized Adults are considered to be mandated reporters as defined by Washington law.

Direct Contact – Positions where there exists the possibility of care, supervision, guidance or control of minor children and/or routine interaction with minors requiring direct contact.

One-On-One Contact – Personal unsupervised interaction between any Authorized Adult and a participant without at least one other Authorized Adult, parent or legal guardian being present.

Representative's Initials	Saint Martin's University Policy
	<p>Provide a list of all event participants and program staff members to the Saint Martin's University Program Director or Program Supervisor overseeing or authorizing the event. The event sponsor will certify that current emergency contact information (age, address, phone numbers, and guardians) is on file, as well as a plan for notifying parents or legal guardians in the event of an emergency. Please note that the Saint Martin's Public Safety Office (360-438-4555) must be contacted in the case of any emergency.</p>
	<p>Certify all Medical Treatment Authorization Forms for the event participants have been obtained and are on file with the organization holding/sponsoring the event at Saint Martin's University. Forms must include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li><i>1) a statement informing parent/legal guardian Saint Martin's University does not provide medical insurance to cover medical care of minors involved in the event/program</i></li> <li><i>2) a statement authorizing emergency treatment in case parent, legal guardian, or emergency contact cannot be reached to obtain permission</i></li> <li><i>3) a list of any physical, mental, or medical conditions the minor may have including any allergies that could potentially impact the minor's participation in the activity</i></li> </ul>
	<p>Assure adequate supervision of all minors while they are on Saint Martin's University property. All activities involving minors must be supervised by at least two or more Authorized Adults or their parent (s) or legal guardian(s) at all times. If staying in University housing, provide a plan of supervision of minors in University housing to Saint Martin's University's Director of Housing and Residence Life, Assistant Director or Residence Hall Director.</p>
	<p>Certify all appropriate permission forms, media releases, and liability waivers for the event/program have been obtained from ALL participants and are on file with the supervisor of the organization sponsoring the event/program. These forms should be safeguarded and readily available</p>
	<p>Certify that all Authorized Adults with supervisory positions and/or Direct Contact with minors have a current background check on file with the organization sponsoring the event/program on Saint Martin's University property. Background checks must be done and on file BEFORE any work with minors is done. Any Authorized Adult whose background check or sex offender registry status includes a record of sexually based offenses or crimes</p>

	<p>against children shall not be allowed to participate in any program on Saint Martin's University property or using University facilities. If the background check includes a record of other offenses, the event sponsors should consult the Saint Martin's University Public Safety Office to determine if those offenses should preclude participation.</p>
	<p>Certify that all Authorized Adults with supervisory positions and/or Direct Contact with minors have attended training on the requirements of WA State Law for Mandatory Reporting (Chapter 26.44 RCW). If a program participant discloses any type of assault or abuse (at any time previously or during the event) or an Authorized Adult has reason to suspect a participant has been subject to such assault or abuse, said Authorized Adult will immediately inform the Saint Martin's University Program Director authorizing or overseeing the event/program. The Authorized Adult must also promptly notify the Saint Martin's University Public Safety Office of any such reports. The Saint Martin's University Program Director sponsoring or overseeing the event/program is additionally responsible for ensuring that the Public Safety Office has been notified.</p>
	<p>Certify there is a procedure in place to assure if an allegation of inappropriate conduct against an Authorized Adult participating in the event/program the person will be removed from said activity. Saint Martin's University recommends if an allegation of inappropriate conduct has been made against an Authorized Adult participating in an event/program, they will be removed from said activity and discontinue any further participation in the program until such allegations have been resolved. In the case of an allegation of assault, abuse, or other serious misconduct, the alleged offender will not be permitted on the Saint Martin's campus or in University facilities until the allegation is resolved and Saint Martin's University Public Safety Office determines it is appropriate to allow the individual to return to campus.</p>

Representative's Initials	Saint Martin's University Regulations
	<p>All events SHALL include the following rules, at a minimum, for all participants:</p> <ol style="list-style-type: none"> <li>1. The possession or use of alcohol and other drugs (including recreational or medical marijuana), fireworks and any type of firearm or dangerous weapon is prohibited.</li> <li>2. All vehicles brought to campus by the staff and participants must be parked in accordance with Saint Martin's University parking regulations.</li> </ol>

	<ol style="list-style-type: none"> <li>3. Rules and procedures governing when and under what circumstances participants may leave Saint Martin's University property during the program.</li> <li>4. No violence, including sexual abuse, sexual assault, and/or harassment will be tolerated at any time</li> <li>5. Hazing or bullying (including verbal, physical, and cyber) of any kind is prohibited.</li> <li>6. No theft of property, regardless of owner, will be tolerated.</li> <li>7. No use of tobacco products will be tolerated. There is no smoking in any University building.</li> <li>8. Misuse or damage of Saint Martin's University property is prohibited. Charges will be assessed against those participants who are responsible for damaging or misusing University property.</li> <li>9. The inappropriate use of cameras, imaging, and digital devices is prohibited, including use of such services in showers, restrooms, or other areas where privacy is expected by participants.</li> </ol>
	<p>Authorized Adults participating in programs and activities covered by this policy SHALL NOT:</p> <ol style="list-style-type: none"> <li>1. Have one-on-one contact with minors: there must be two or more Authorized Adults present during activities where minors are present. Authorized Adults also shall not have any direct electronic contact with minors without another Authorized Adult being included in the communication.</li> <li>2. In the case of adults supervising minors overnight in Saint Martin's University housing, Authorized Adults shall not enter a minor's room, bathroom facility, or similar area without another Authorized Adult in attendance, consistent with the policy of not having one-on-one contact with minors.</li> <li>3. In the case of adults supervising minors overnight in Saint Martin's University housing, Authorized Adults shall not share accommodations with a minor. Separate accommodations for adults and minors are required, other than the minor's parents or legal guardians.</li> <li>4. Engage in abusive conduct of any kind towards, or in the presence of, a minor.</li> <li>5. Strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner, any minor.</li> <li>6. Pick up minors from or drop off minors at their homes, other than the driver's child, except as specifically authorized in writing by the minor's parent or legal guardian.</li> <li>7. Provide alcohol or illegal drugs to any minor. Prescription medication shall not be distributed unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment and identified in a</li> </ol>

	<p>medical treatment plan. Participant's medicines may be distributed by program staff, following conditions outlined in policy.</p> <p>8. Make sexual materials in any form available to minors participating in programs or activities covered by this policy or assist them in any way in gaining access to such materials.</p>
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#### **4.11.2 Supervision of Minors – University-Sponsored Events**

Please read the policy and procedures for all University-sponsored events held at Saint Martin's University and/or housed on University facilities. Initial each part of the policy upon reading and agreeing to comply with said policy.

##### Definitions:

Minor – A person under the age of eighteen (18).

University Facilities – Facilities and property owned by, or under control of, Saint Martin's University and St. Martin's Abbey, including University-owned vehicles.

Programs – Programs and activities offered by various academic or administrative units of Saint Martin's University, or by non- University groups using University facilities. This includes but is not limited to workshops, sport camps, academic groups, conferences, pre-enrollment visits and similar activities. However, it does not include: (1) single performances or events open to the general public that are not targeted towards minors (such as varsity athletic competitions, plays, concerts, etc.), or (2) regularly scheduled classes or activities designed primarily for enrolled students who are age 17 and above.

Program Director or Program Supervisor – The Saint Martin's University official who has programmatic oversight and responsibility for a given program at the University or has the responsibility to supervise a University program. Examples of Program Directors include, but are not limited to the Director of Athletics, Director of the Office of International Programs and Development, the Director of Campus Life, the Director of Housing and Residence Life. Examples of Program Supervisors include, but are not limited to Coaches, Cultural & Exchange program manager, Host Family & Volunteer Services coordinator, Academic professors or instructors.

Sponsoring Unit – The academic or administrative unit of Saint Martin's University offering a program/event or giving approval for housing or use of facilities including, but not limited to, the Athletics Department, Event Services, Campus Ministries, and Campus Life.



Authorized Adult – Individuals, age eighteen (18) years of age and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities or recreational and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adults’ roles may include positions as counselors, chaperones, coaches, instructors, etc. Authorized Adults are considered to be mandatory reporters as defined by Washington law.

Direct Contact – Positions where there exists the possibility of care, supervision, guidance or control of minor children and/or routine interaction with minors requiring direct contact.

One-On-One Contact – Personal unsupervised interaction between any Authorized Adult and a participant without at least one other Authorized Adult, parent or legal guardian being present.

Representative’s Initials	Saint Martin’s University Policy
	Provide a list of all participants and staff members involved in the event to the Program Director or Program Supervisor of Saint Martin's University offering an event program or giving approval for housing or use of facilities Saint Martin’s, as well as certify that current emergency contact information (age, address, phone numbers, and guardians) is on file, as well as a plan for notifying parents or legal guardians in the event of an emergency. Please note that the Saint Martin’s Public Safety Office (360-438-4555) must be contacted in the case of any emergency.
	Provide a Medical Treatment Authorization Form to the Program Director or Program Supervisor responsible for sponsoring the event. The Medical Treatment Authorization shall include, at a minimum: <ul style="list-style-type: none"> <li><i>1) a statement informing parent/legal guardian Saint Martin’s University does not provide medical insurance to cover medical care of minors involved in the program</i></li> <li><i>2) a statement authorizing emergency treatment in case parent, legal guardian, or emergency contact cannot be reached to obtain permission</i></li> <li><i>3) a list of any physical, mental, or medical conditions the minor may have including any allergies potentially impacting the minor’s participation in the activity</i></li> </ul>
	Assure adequate supervision of all minors while they are on Saint Martin’s University property. All activities involving minors must be supervised by at least two or more Authorized Adults or the parent (s) or legal guardian(s) of the minor at all times. A staff member who is at least 21 years of age

	<p>must be accessible to participants at all times. If staying in University housing, provide a plan of supervision of minors in University housing to Director of Housing and Residence Life, Assistant, or Resident Hall Director.</p>
	<p>Certify all appropriate permission forms, media releases, and liability waivers for the event have been obtained from ALL participants and are on file with the responsible person(s) charged with overseeing the event. These forms should be safeguarded and readily available.</p>
	<p>Certify all Authorized Adults with supervisory positions and/or Direct Contact with minors have a current background check on file with the Office of Human Resources. Background checks must be done and on file BEFORE any work with minors is done. Any Authorized Adult whose background check or sex offender registry status includes a record of sexually based offenses or crimes against children shall not be allowed to participate in any program on Saint Martin's University property or using University facilities. If the background check includes a record of other offenses, the program should consult the Director of Saint Martin's University Public Safety Office to determine if those offenses should preclude participation.</p>
	<p>Certify all Authorized Adults with supervisory positions and/or Direct Contact with minors have attended training on the requirements of WA State Law for Mandatory Reporting (RCW 26.44.030). If an event/program participant discloses any type of assault or abuse (at any time previously or during the event) or an Authorized Adult has reason to suspect a participant has been subject to such assault or abuse, said Authorized Adult will inform the Program Director or Program Supervisor immediately. The Authorized Adult must also promptly notify the Saint Martin's University Public Safety Office of any such reports, and the Program Director/Supervisor is responsible for ensuring the Public Safety Office and Child Protective Services has been notified.</p>
	<p>Certify there is a procedure in place to assure if an allegation of inappropriate conduct has been made against an Authorized Adult participating in an event/program the person will be removed from said activity and discontinue any further participation in the event/program until such allegations have been resolved. In the case of an allegation of assault, abuse, or other serious misconduct, campus procedures will be started to determine whether the alleged offender should be removed from campus until the allegation is resolved and Saint Martin's University Public Safety Office determines it is appropriate to allow the individual to return to campus.</p>

Representative's Initials	Saint Martin's University Regulations
	<p>All events SHALL include the following rules, at a minimum, for all participants:</p> <ol style="list-style-type: none"> <li>1. The possession or use of alcohol and other drugs (including recreational or medical marijuana), fireworks and any type of firearm or dangerous weapon is prohibited.</li> <li>2. Other than the arrival at and departure from an event, the operation of a motor vehicle by minors is prohibited on campus while attending and participating in the event.</li> <li>3. All vehicles brought to campus by the staff and participants must be parked in accordance with Saint Martin's University parking regulations.</li> <li>4. Rules and procedures governing when and under what circumstances participants may leave Saint Martin's University property during the event.</li> <li>5. No violence, including sexual abuse, sexual assault, and/or harassment will be tolerated at any time</li> <li>6. Hazing or bullying (including verbal, physical, and cyber) of any kind is prohibited.</li> <li>7. No theft of property, regardless of owner, will be tolerated.</li> <li>8. No use of tobacco products will be tolerated. There is no smoking in any SMU building.</li> <li>9. Misuse or damage of Saint Martin's University property is prohibited. Charges will be assessed against those participants who are responsible for damage to or misuse of Saint Martin's University property.</li> <li>10. The inappropriate use of cameras, imaging, and digital devices is prohibited, including use of such services in showers, restrooms, or other areas where privacy is expected by participants.</li> </ol>
	<p>Authorized Adults participating in programs and activities covered by this policy SHALL NOT:</p> <ol style="list-style-type: none"> <li>1. Have one-on-one contact with minors: there must be two or more Authorized Adults present during activities where minors are present. Authorized Adults also shall not have any direct electronic contact with minors without another Authorized Adult being included in the communication.</li> <li>2. In the case of adults supervising minors overnight in Saint Martin's University housing, Authorized Adults shall not enter a minor's room, bathroom facility, or similar area without another Authorized</li> </ol>

	<p>Adult in attendance, consistent with the policy of not having one-on-one contact with minors.</p> <ol style="list-style-type: none"> <li>3. In the case of adults supervising minors overnight in Saint Martin's University housing, Authorized Adults shall not share accommodations with a minor. Separate accommodations for adults and minors are required, other than the minor's parents or legal guardians.</li> <li>4. Engage in abusive conduct of any kind towards, or in the presence of, a minor.</li> <li>5. Strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner, any minor.</li> <li>6. Pickup minors from or drop off minors at their homes, other than the driver's child, except as specifically authorized in writing by the minor's parent or legal guardian.</li> <li>7. Provide alcohol or illegal drugs to any minor. Prescription medication shall not be distributed unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment and identified in a medical treatment plan. Participant's medicines may be distributed by program staff, following conditions outlined in policy.</li> <li>8. Make sexual materials in any form available to minors participating in events, programs or activities covered by this policy or assist them in any way in gaining access to such materials.</li> </ol>
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#### **4.14. Social Media**

This policy covers official Saint Martin's University social media accounts held by employees of the University. Employees are not permitted to speak for the University on their own personal sites/social media accounts. In the event that doing so would add to the reputation of the University and enhance its reach and visibility, an employee wishing to cite the University in his/her personal social media page should obtain prior permission to do so from his/her supervisor who will be required to coordinate with the Chief Technology Officer and the Chief Communications Officer before permitting such citation. All approvals have to be made individually for each citation; i.e., each citation by an employee has to be individually approved, and approval of one citation should not be construed as permission for additional citations.

If an employee is interested in setting up a new official Saint Martin's University social media page, they are to contact the Office of Marketing and Communications for information on branding, logo and site setup. Employees should have a clear, written purpose for the site as well as a person designated to administer it.

The increased popularity of social media presents a unique opportunity for members of the Saint Martin's University community to interact with current and potential students. The University trusts that this provides employees with a chance to communicate the many positive attributes of the University and to act as an advocate for the University. These policies are intended to inform employees of the expectations Saint Martin's University has so that employees feel free to communicate openly using these channels.

#### General guidelines and suggestions:

- Be a valued member of the social media community by making sure any engagement enhances a conversation. Following the same behavioral standards online as one would offline can help clarify the best response.
- Be authentic and transparent.
- When posting for or about Saint Martin's University, make sure it is clear in what capacity one is posting.
- If specific advice or information is requested outside of an employee's area of expertise, it is suggested that the employee contact someone with the required knowledge first before replying or have the most knowledgeable employee respond to the inquiry directly.
- If a post gives one pause, pause. If what you are publishing or about to publish makes you even the slightest bit uncomfortable, then take a minute to think about your post. Remember that there is no such thing as a "private" social media site. Recognize that there is no expectation of privacy. Employees can be disciplined or terminated if it is found that they have posted commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Monitor comments and posts made by other people on the official site to ensure there is no inappropriate material.

#### Official social media pages:

- When participating in an official University social media page or site, employees are to assume at all times that they are acting as a representative of Saint Martin's University.
- The Office of Marketing and Communications does not attempt to monitor all social media communications, but has the right to remove anything deemed offensive or inappropriate, i.e. discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct from official social media pages.
- Social media is not the appropriate forum for sharing detailed policy or procedure information such as program admission criteria. Rather, direct any inquiries to the appropriate staff member or page of our website.

- Avoid discussing or speculating on internal policies or operations. Keep in mind that work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing an open door policy than by posting complaints to a social media outlet. Nevertheless, if a complaint or criticism is posted, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage students, faculty, staff, associates, vendors, guests, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion or any other status protected by law or University policy.
- Do not use Saint Martin's University name to promote or endorse any other product, cause, political party or candidate.
- Official social media pages should be used for communications that include the Saint Martin's University logo, athletic logo or any other official Saint Martin's University mark or image. However, when reposting or referencing these official communications on a personal site or page, feel free to retain these images, so long as they are used in an appropriate manner.
- Follow AP Style guidelines and style guidelines set by the Office of Marketing and Communications. Twitter may be an exception to this guideline.
- All guidelines found in the Acceptable Use Policy are also applicable to the Social Media Policy.

#### Legal guidelines:

- Employees are responsible for anything they post.
- Respect copyright and other intellectual-property rights.
- Respect the rights of others to freedom from harassment or intimidation.
- Confidential or proprietary University information should not be shared publicly. Use ethical judgment and follow University policies and federal requirements, such as FERPA.
- Do not post or share offensive comments or files containing discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct to intentionally harm someone's reputation or posts that could contribute to a hostile working/learning environment on the basis of race, sex, sexual orientation, disability, religion or any other status protected by law or University policy.
- Keep personal information private by not posting it on any official Saint Martin's University social media page.
- Do not use social media to solicit personal information from users. For University related business, existing forms and procedures should be utilized.

#### 4.15. Identity Theft Prevention (Red Flags) Policy

In compliance with the regulations of the Federal Trade Commission, Saint Martin's University's Red Flags policy is designed to help protect sensitive and identifying information of employees and students. While the federal regulations primarily apply "covered accounts" of "financial institutions" and "creditors" the University offers and maintains covered accounts related to the University's participation in the Perkins Loan program, the University's extension of credit for student accounts, University's access to credit reports for all employees, and the University's authorized access to credit card data.

#### II. Definitions

**Identity Theft:** Fraud committed or attempted using the identifying information of another person without authority.

**Red Flag:** A pattern, practice, or specific activity that indicates the possible existence of Identity Theft, including the examples listed in this Policy.

**Covered Account:** A Covered Account is one that involves multiple payments or transactions, and includes credit card accounts and other accounts for which there is a foreseeable risk of Identity Theft. It includes *all student accounts or loans that are administered by the University*. It also includes any business, personal, or student financial-aid account for which there is a reasonably foreseeable risk to the safety of the University from Identity Theft, including financial, operational, compliance, and litigation issues.

**Identifying Information:** Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person. It includes the following items, whether stored in electronic or printed format:

1. Credit card information, including any of the following:
  - Credit card number (in part or whole)
  - Credit card expiration date
  - Cardholder name
  - Cardholder address
2. Tax identification numbers, including:
  - Social Security number
  - Business identification number
  - Employer identification numbers

3. Payroll information, including, among other information:
  - Paychecks
  - Pay stubs
  - Direct deposit requests
4. Flex Spending Plan check requests and associated paperwork.
5. Medical insurance information for any employee or student, including, but not limited to:
  - Doctor names and claims
  - Insurance claims
  - Any related personal medical information
6. Other personal information belonging to any employee or student, examples of which include:
  - Date of birth
  - Address
  - Phone numbers
  - Maiden name
  - Names
  - Government issued driver's license or I.D. number
  - Alien registration number
  - Government passport number
  - Employee or Student Identification number
  - Computer's Internet Protocol address or routing code

### III. Identification of Red Flags

In order to identify relevant Red Flags, the University considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experience with Identity Theft.

The following Red Flags are potential indicators of fraud. *Any time a Red Flag, or a situation closely resembling a Red Flag, is apparent, it should be investigated for verification.*



#### Notifications and Warnings:

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on an applicant;
- Notice or report from a credit agency of an active-duty alert for an applicant;
- Receipt of a notice of address discrepancy in response to a credit report request;
- Indication from a credit report of activity that is inconsistent with an applicant's usual pattern or activity; and  
Notice from customers, victims of Identity Theft, law-enforcement authorities, or other persons regarding possible Identity Theft in connection with Covered Accounts.

#### Suspicious documents:

- Identification document or card that appears to be forged, altered, or inauthentic;
- Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing student information; and
- Application for service that appears to have been altered or forged.

#### Suspicious Personal Identifying Information:

- Identifying Information presented that is inconsistent with other information provided (e.g., inconsistent birth dates);
- Identifying Information presented that is inconsistent with other sources of information (for instance, an address does not match any address on file with the University);
- Identifying Information presented that is the same as information shown on other applications that were found to be fraudulent;  
Identifying Information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social Security number presented that is the same as one given by another person;
- An address or phone number presented that is the same as that of another person;
- A person fails to provide complete Identifying Information on an application when reminded to do so; and
- A person's Identifying Information is not consistent with the information that is on file.

Unusual use of, or suspicious activity related to, the Covered Account:

- Change of address for an account followed by a request to change the student's name;
- Payments stop on an otherwise consistently up-to-date account;
- Account is used in a manner that is not consistent with prior use;
- Mail sent to the person is repeatedly returned as undeliverable;
- Notice to the University that mail sent by the University is not being received;
- Notice to the University that an account has unauthorized activity;
- Breach in the University's computer-system security involving Identifying Information; and
- Unauthorized access to or use of Identifying Information.

#### IV. Detecting Red Flags

The University will use the following methods to detect Red Flags.

**Student Enrollment:** In order to detect any of the Red Flags identified above associated with the enrollment of a student, University personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain Identifying Information such as name, date of birth, academic records, home address, or other identification; and
- Verify the student's identity at time of issuance of a student identification card by review of driver's license or other government-issued photo identification.

**Existing Accounts:** In order to detect any of the Red Flags identified above for an existing Covered Account, University personnel will take the following steps to monitor transactions on an account:

- Verify the identification of students if they request information (in person, via telephone, via facsimile, via e-mail);
- Verify the validity of requests to change billing addresses by mail or e-mail and provide the student a reasonable means of promptly reporting incorrect billing-address changes; and
- Verify changes in banking information given for billing and payment purposes.

**Employee Information:** In order to detect any of the Red Flags identified above for employees, the University personnel will take the following steps to protect employee information:

- Verify the identification of employees if they request personal information (in person, via telephone, via facsimile, via e-mail);

- Verify the validity of requests to change addresses or phone numbers by phone or e-mail;
- Verify outside requests for verification of employee confidential information (employment verifications).

#### V. Responding to Red Flags – Preventing and Mitigating Identity Theft

Once a potentially fraudulent activity is detected, the University must act as quickly as appropriate to protect students, employees, and the University from damage and loss.

**General Response:** All related documentation should be gathered, and a description of the situation should be written. This information should be presented to a designated authority for determination. The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent.

If a transaction is determined to be fraudulent, appropriate actions must be taken immediately.

Appropriate responses may include the following:

- Monitoring a Covered Account for evidence of Identity Theft;
- Contacting the person whose activity raised the Red Flag;
- Changing any passwords, security codes, or other security devices that permit access to a Covered Account;
- Reopening a Covered Account with a new account number;
- Not opening a new Covered Account;
- Closing an existing Covered Account;
- Not attempting to collect on a Covered Account or not selling a Covered Account to a debt collector;
- Notifying law enforcement;
- Determining the extent of liability of the University or damage to the University;
- Notifying the appropriate person that a fraud has been attempted and notifying any appropriate insurers;
- Determining that no response is warranted under the particular circumstances.

In cases where an individual's Identifying Information on the University-owned systems has been compromised, the University will provide monitoring services to identify activities that could be indicators of additional fraud. This service will be offered to the individual up to one year following the original fraudulent activity.

## VI. Additional Practices to Protect Against Identity Theft

**Student-Identifying Information:** In order to further prevent the likelihood of Identity Theft occurring with respect to Covered Accounts, the University will take the following steps with respect to its internal operating procedures:

- Ensure that its website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information;
- Ensure that office computers with access to Covered Account information are password-protected;
- Avoid use of Social Security numbers;
- Ensure computer virus protection is up-to-date; and
- Require and keep only the kind of student information that is necessary for University purposes.

**Employee-Identifying Information:** In order to further prevent the likelihood of Identity Theft occurring with respect to employees, the University will take the following steps with respect to its internal operating procedures to protect employee-identifying information:

- Ensure that the employee website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing employee information when a decision has been made to no longer maintain such information;
- Ensure that office computers with access to employee information are password protected;
- Avoid when possible the use of social security numbers;
- Ensure computer virus protection is up to date.

**Hard-Copy Distribution:** Each employee and vendor performing work for the University will comply with the following procedures:

- File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with Identifying Information will be locked or in a locked room when not in use or when unsupervised;
- Storage rooms containing documents with Identifying Information and record retention areas will be locked at the end of each workday or when unsupervised;

- Desks, workstations, work areas, printers and fax machines, and common shared-work areas will be cleared of all documents containing Identifying Information when not in use or when unattended;
- Whiteboards, dry-erase boards, writing tablets, etc., in common shared-work areas will be erased, removed, or shredded when not in use;
- When documents containing Identifying Information are discarded, they will be placed inside a locked shred bin/area or immediately shredded.

Electronic Distribution: Each employee and vendor performing work for the University will comply with the following procedures:

- Internally, sensitive information may be transmitted using the University's e-mail system. All Identifying Information must be secured via password protection when stored in an electronic format;
- Any Identifying Information sent externally must be password-protected and only be sent to approved recipients. Additionally, a statement such as the following should be included in the e-mail: *“This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited”*;
- No Identifying Information should leave the University which is not secured.

Third-Party Software or Service providers: Each third-party vendor that the University contracts with will be required to sign a formal agreement stating that all federal laws, internal policies, and safeguards that the University abides by will be followed to ensure that the University's data will be protected.

## VII. Periodic Updates

At periodic intervals, the program will be re-evaluated to determine whether all aspects are up-to-date and applicable in the current business environment. During this re-evaluation, the following factors should be considered:

- The experiences of the University with Identity Theft since the last periodic update;
- Changes in methods of Identity Theft;
- Changes in methods to detect, prevent, and mitigate Identity Theft;
- Changes in the types of accounts that the University offers or maintains; and
- Changes in the business arrangements of the University, including mergers, acquisitions, alliances, joint ventures, and service-provider arrangements.
- Other factors listed in Section III.

Periodic reviews will include an assessment of which accounts are covered by the program. As part of the review, red flags may be revised, replaced, or eliminated. Defining new red flags may also be appropriate. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce damage to the University and its population. Periodic assessment is typically initiated by the Chief Financial Officer of the University, but may be requested by any senior officer of the University, the University President, or Trustees.

#### VIII. Program Administration

**Involvement of management:** The Policy shall not be operated as an extension to any other existing University fraud prevention programs. It shall be a separate stand-alone Policy. Ensuring the application/implementation of the Policy is the responsibility of the senior leadership of the University. Approval of the initial Policy must be appropriately documented and approved by the University President and the Board of Trustees.

**Operational responsibility for implementing the Policy and regularly updating it in response to changes in the law** is delegated on behalf of the University President to the Chief Financial Officer of the University.

**Staff training:** Staff training shall be conducted for all employees who may come into contact with Covered Accounts or Identifying Information. The Associate Vice President of Human Resources is responsible for ensuring annual identity-theft training for all requisite employees and vendors. Employees must receive annual training in all segments of this Policy. To ensure maximum effectiveness, employees must receive additional training when changes to the program are made.

**Oversight of Vendor/Service Provider arrangements:** The University will exercise appropriate and effective oversight of vendors in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft. A vendor that maintains its own identity-theft prevention program, consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to have met these requirements. Any specific requirements should be identified and addressed in the appropriate contract arrangements between the University and its vendors.

#### **4.16. Intellectual Property and Copyright Ownership**

Saint Martin's University is committed to supporting effective teaching, scholarship, and creative activity. Faculty, staff and students are encouraged to pursue knowledge; the results of such pursuits may lead to the development of materials that may be copyrighted. Copyright is a form of intellectual property protection. It protects the fixed expression of an idea, not the idea itself. The federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. The holder of copyright to a work has the exclusive right to copy or perform the work or to publish derivative works based on the original.

The University protects copyrights and this policy clarifies for members of the University community their collective rights and responsibilities regarding copyrights.

This policy also describes ways in which the University's faculty, staff and students can protect the material they create, both for their benefit as well as to preserve the interests of the University. This policy is established with the understanding that it may be augmented by statements of policy or practice, especially those arising out of new or evolving media or technology. This policy may also be amended over time to effect changes deemed to be in the best interest of the University community.

This policy is part of the conditions (a) of employment of every employee of the University, including student employees, and (b) of enrollment and attendance by every student at the University.

### Ownership of Material Subject to Copyright Protection

The policies articulated in this section apply to all forms of copyrightable material, with the exception of Course Materials, which are covered in a separate section.

#### Works Created by Faculty

Subject to the exceptions noted below and in keeping with longstanding academic tradition, ownership of pedagogical, scholarly, artistic, and creative works resides with the faculty creator. This includes such things as scholarly articles and books, novels, plays, musical creations, works of art, films, and textbooks. Librarians shall be "faculty" for the purposes of this policy. The only exceptions to faculty ownership of such works are as follows:

**Sponsored Project:** When copyrightable material is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

**Works commissioned at the request of the University:** When a faculty member is commissioned by the University to perform a specific task with a defined outcome that includes copyrightable material, said work shall be considered a Work-for-Hire and shall be wholly owned by the University. For example, if the University commissions a faculty member to write a history of the University's first 100 years, the University would own the resulting work. When work is commissioned by the University, such commission will be set forth in a memorandum of understanding or similar document. Unless a particular copyrightable work is specifically commissioned by the University, ownership remains with the faculty creator even though the faculty member may have been supported by sabbatical or other internal grant during the time the work was undertaken.

University use of material: The University may display, copy, and distribute works of faculty-developed material, including copyrightable material, for University use without payment of royalties or other fees to the faculty member. Should a faculty member separate from the University, the University shall retain these rights without payment of royalties or other fees to the faculty member for a period of three years after the conclusion of the faculty member's employment at the University.

### Works Created by Non-Faculty Employees

Subject to the exceptions noted below, any work created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered work-for-hire and wholly owned by the University. The exceptions to University ownership of such works are as follows:

**Sponsored Project:** When copyrightable material is created by a non- faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

**Employees assisting a faculty member:** Work created by an employee in the course of being directed by a faculty member to assist in that faculty member's scholarly work shall be considered a Work- for-Hire for the faculty supervisor. Ownership of such work resides with the faculty supervisor, subject to the exceptions noted in the section "Works Created by Faculty."

**Scholarly writings:** Scholarly writings (for example, articles and books) that are authored by a non-faculty employee will be wholly owned by the employee.

Copyrights in works created by non- faculty employees on their own time and without the use of University resources will be wholly owned by the employee.

### Works Created by Students Other Than in the Course of Employment

A copyrightable work created by a student other than in the course of employment by the University is wholly owned by the student, subject to the terms of any applicable Sponsored Project.

The student right-of-ownership is limited to the underlying fixed work of authorship created by the student and does not extend to the data or other scholarly information that the student may have collected, obtained, or used during a project, research, or other work.



The University may display, copy, and distribute works of student- developed material for internal University use without payment of royalties or other fees to the student.

#### Works Created by Volunteer Researchers, Courtesy Appointees, and Non-University Employees Using University Facilities or Resources.

A copyrightable work created by a volunteer researcher, courtesy appointee, or non-University employee using University facilities or resources will be wholly owned by the University. The exceptions to University ownership of such works are as follows:

**Sponsored Project:** When copyrightable material is created using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

**Third Party Agreements:** The terms of any specific agreement between the University and the third party author of the copyrightable material (i.e., the particular volunteer researcher, courtesy appointee, or non-University employee creating the work) shall also supersede this general policy with regard to ownership. Ideally, the terms of any such third party agreement should be specified clearly and prior to the work being undertaken or produced.

#### Contributions to Academic Publications of the University

Copyrightable material contributed to academic publications of the University (for example, an article accepted in a University academic journal) shall be wholly owned by the contributing author. Notwithstanding the foregoing, to facilitate the distribution and reproduction of such academic publications, the University shall retain the rights to: (1) publish, republish, reproduce, post and otherwise publicize and distribute, in print or online, the academic publication in which such contribution appears; and (2) use such contribution for educational purposes within the University. The University shall also own any copyright in any compilation of individual contributions in the academic publication.

#### Ownership of Course Materials

The policies articulated in this section apply to all forms of course materials. Course materials include syllabi, the expressive content of digital teaching media, software, CD-ROMs, DVDs, courses delivered by television, video, internet or other media or technologies not yet developed, Web publications, and any other materials created for the purpose of teaching or instruction or to support the teaching of a course.

## Course materials created by Faculty

Subject to the exceptions noted below, ownership of Course Materials resides with the faculty creator. The only exceptions are as follows:

**Sponsored Project:** When Course Materials are created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

**Exceptional Contribution of University Resources:** When Course Materials are developed with an Exceptional Contribution of University Resources, ownership of said materials is negotiable, as long as said materials were not created using funding from a Sponsored Project. Whether Course Materials have been developed with an Exceptional Contribution of University Resources is determined by the Provost (or his/her designee). If it has been determined that there has been an Exceptional Contribution of University Resources, the Provost will further determine ownership of the copyright.

For purposes of this policy, sabbaticals and internal grants would not, in and of themselves, be considered an Exceptional Contribution of University Resources unless there is written agreement to the contrary between the faculty member and the University.

**University use of Course Materials:** Faculty who develop Course Materials will not be entitled to charge the University a fee for using their author-owned Courseware in their teaching at the University. If the author leaves the University, the University shall have the right, without cost or payment to the author, to use, reproduce, adapt, modify, update, exhibit, and display all Course Materials created during the period of employment for a period of three years after conclusion of the author's employment at the University. The University's right to the use of author-owned Course Materials does not prevent the author from using these materials elsewhere or from otherwise exercising the rights associated with ownership.

Short-term stipends that may periodically be available to faculty to develop Course Materials, improve courses, or change delivery methods, are considered faculty development activities consistent with expectations of faculty roles, and copyrightable material created in this context is not considered a Work-for-Hire.

## Course Materials Created by Non-Faculty Employees

Course Materials created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and wholly owned by the University with the following exception:

**Sponsored Project:** When Course Materials are created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

## Works Created Pursuant to Specific Agreement

To the extent they are inconsistent, the terms of a written agreement between the author and the University with regard to particular copyrighted material, such as the Course Development Agreement, will control over the provisions of this policy.

## Joint Ownership of Copyrights

Whenever possible, joint copyright owners should execute written agreements specifying their interests in, and the terms of, copyright management. The University's interest in any copyright jointly owned by a University faculty member or non-faculty employee shall be consistent with the policies set forth above with respect to that faculty member or non-faculty employee's individual interest in the jointly owned copyright.

## Other Terms

**Notice of Copyright:** A copyright notice is useful to protect the rights of the owner. The following notice should be placed on copyrightable materials if they are owned by the University under this policy:

Example: Copyright 2010 Saint Martin's University. All rights reserved.  
Disclosure of Copyright

It is the responsibility of the originator(s) to make prompt disclosure of any copyrightable materials that may, under provisions of this policy, be owned by the University. The disclosure should be made to the Office of the Provost.

### Disputes Regarding this Policy

Any creator who wishes to request an exception to this policy or to challenge a copyright decision by the University may appeal to the Provost. The Provost will appoint an ad hoc committee of three members mutually acceptable to the creator and the Provost, including at least one faculty member and one member University Leader. The committee will prepare a report of its findings and make a recommendation to the Provost. The decision of the Provost, in writing, will be final.

In the event of any dispute arising out of or in connection with the Provost's final decision, the dispute shall be resolved by binding arbitration. Notwithstanding the arbitration rules and procedures of the arbitration service, all fees and expenses of the arbitration service, including those for the arbitrator, shall be borne equally by the parties. The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts, awards, submissions, and other information relating to or arising from the arbitration shall be kept confidential by the parties and arbitrator to the fullest extent permitted by law.

#### **4.17. Conflict of Interest**

Employees of Saint Martin's University shall, at all times, act in a manner that is consistent with their fiduciary responsibilities and shall take particular care that no damages be incurred as a result of conflicts of interests between the employee and the University.

While it is useful to provide basic guidelines to assist employees in assessing potential conflict situations, no list can be so exhaustive as to provide direction for all circumstances which may arise. The personal good judgment of employees is indispensable. A conflict of interest is considered to exist if an employee's actions or activities on behalf of Saint Martin's University result in preferential treatment or an improper gain or advantage to the employee, the individual's family or business associates, or, has a detrimental effect on Saint Martin's University interests. It can also include instances in which an employee fails to exercise due care, skill, and judgment on behalf of the University in the performance of job duties because of a conflict of interest. Therefore, no Saint Martin's University employee may use or permit any person, money, or property under the employee's official control or direction, or in his or her custody, for the private benefit or gain of the employee or another. The Saint Martin's University seal, name, facilities, equipment, monies, and stationery shall not be used by the employee for personal reasons.

Employees of Saint Martin's University shall at all times act in a manner that is consistent with their fiduciary responsibilities and shall take particular care that no damages be incurred as a result of conflicts of interests between the employee and Saint Martin's University.

While it is useful to provide basic guidelines to assist employees in assessing potential conflict situations, no list can be so exhaustive as to provide direction for all circumstances which may arise. The personal good judgment of employees is indispensable.

## Guidelines

- A. All employees have a duty to act in the best interests of Saint Martin's University. Therefore, all employees have a duty to avoid conflicts of interest and to conduct themselves in a manner which will maintain the integrity and accountability of Saint Martin's University.
- B. Employees who have a financial or family interest in a business which furnishes goods or services, or contracts with Saint Martin's University must not participate in the selection, award or administration of a contract with any party with whom he or she is negotiating potential employment, or has any arrangement concerning potential employment.
- C. Employees must provide full disclosure to their executive administrator or Chief Human Resource Officer of any business, financial enterprise or activity which might influence, or appear to influence, decisions or actions concerning Saint Martin's University matters. In some instances this disclosure must be in writing. Employee disclosure statements will be maintained in a confidential file in the Office of Human Resources and/or the Office of the President.
- D. If an employee anticipates a conflict of interest or the appearance of a conflict may arise, he or she should seek advice from their executive administrator or Chief Human Resource Officer. Employees should not participate in any way in the matter that is the subject of their concern until it has been resolved by the executive administrator or Chief Human Resource Officer. Such determination will be in writing.
- E. Employees should not use confidential information or special knowledge acquired as a result of their relationship with Saint Martin's University to, among other things, purchase or sell securities, real property or other goods or services, or to in any way enhance their own personal financial well-being by using such inside information to their own advantage.
- F. Employees may use the name of the University to identify themselves professionally, but unless they are authorized to do so, they should be careful not to represent themselves as speaking on behalf of Saint Martin's University.
- G. Employees may not use students or other employees of the University to perform personal services for themselves or others if improper gain or benefit would result.
- H. Employees must not disclose information regarding Saint Martin's University's intentions as to investments, property development, sale or acquisition of property, or the University's purchasing and contracting activities.

- I. Employees must not make unauthorized use of University equipment, property or other resources for personal benefit or for the personal benefit of any other person.
- J. Personal gifts or favors from persons with whom Saint Martin's University has a business relationship should be discouraged. To avoid improper influence, or the appearance or suggestion of such, personal gifts of more than nominal value (\$50) should not be accepted. Special caution has to be exercised by employees involved in awarding or administering federal or government contracts as it is a crime to solicit or accept gratuities, favors or anything of value from contractors or potential contractors.
- K. Employees may not be involved in Saint Martin's University matters pertaining to a member of his or her immediate family, insofar as said matter affects such family member's employment, evaluation or advancement at the University, without first making a full disclosure. Such disclosure must be in writing and shall include the nature of the relationship and the impact or potential impact the employee's actions may have on such family member. The disclosure should be made prior to any action being taken with regard to the family member and should be made to the executive administrator and Chief Human Resource Officer.

#### **4.18. Whistleblower Protection Policy**

Saint Martin's University strives to operate in an ethical, honest and lawful manner and expects its faculty, administration, staff and students to conduct their activities in accordance with University policies and applicable law. The University strongly encourages all faculty, administrators, staff and students to report suspected or actual wrongful conduct relating to operations or activities through channels that the University establishes for such reporting. Wrongful conduct includes:

- Financial fraud;
- Unethical business conduct;
- A violation of state or federal law; or
- Substantial and specific danger to the employee's or public's health and safety.

Any employee of Saint Martin's University who in good faith reports an incident as described above will be protected from retaliation and threats of retaliation, and may not be reprimanded or discriminated against in any way for making such a report. In addition, no employee may be adversely affected because the employee refused to carry out a directive, which, in fact, constitutes fraud or is a violation of state or federal law.

Any employee with knowledge of alleged improper activity as described above should contact his or her immediate supervisor, the supervisor's manager, or the Office of Human Resources. Employees are encouraged to provide as much specific information as possible including names, dates, places, and events that took place, the employee's perception of why the incident(s) may be a violation, and what action the employee recommends be taken.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Employees will receive a reply to their report within twenty business days or as soon reasonably possible.

In instances where the employee is uncomfortable for any reason addressing such concerns to the supervisor, supervisor's manager, or Office of Human Resources, or is not satisfied with the response to that report, the employee may contact any of the following individuals.

Chief Human Resources Officer  
Saint Martin's University  
5000 Abbey Way SE  
Lacey, WA 98503  
(360) 688-2290  
cjohnson@stmartin.edu

Chief Financial Officer  
Saint Martin's University  
5000 Abbey Way SE  
Lacey, WA 98503  
(360) 688-2470  
tmadeley@stmartin.edu

University President  
Saint Martin's University  
5000 Abbey Way SE  
Lacey, WA 98503  
(360) 438-4307  
president@stmartin.edu

Patrick Rants, CCIM, CPM  
SMU Board of Trustees-Chair of Audit Committee  
The Rants Group  
(360) 763-4993  
pat@rants-group.com

#### **4.19. Records Retention & Destruction Policy**

Saint Martin's University is committed to effective record retention to ensure that records are adequately protected and maintained for business operations and continuity, to comply with applicable law, to preserve University history, and to ensure that University records are properly disposed of when no longer required to fulfill these commitments. This policy applies to all records without regard to form (i.e., documents in paper, electronic, or other media format).

##### **A. Definition of Terms**

1. **Record:** Information created, received or maintained by any department or employee of the University in connection with the transaction of University business that has been identified as having fiscal, legal/regulatory, operational, historical, or vital value to the institution. Duplicates and copies of existing, maintained records are not records and should be disposed of as soon as they are no longer of use or value.
2. **Types of Records**
  - a. **Operational:** Records that document the activities of an organization that are directed toward the substantive purpose for which the organization was created. These records assist the organization in performing its primary function.

- b. Legal/regulatory: Records that provide proof of business transactions or demonstrate compliance with legal, statutory or regulatory requirements.
  - c. Fiscal: Records that relate to the financial transactions of the organization, especially those required for audit or tax purposes. These records may include, but are not limited to, ledgers, budgets, invoices, canceled checks, payroll records, and vouchers.
  - d. Historical: Records that document the historical development of the organization, its mission, programs, major achievements, and significant events. Many of these records are no longer required for active operations and are maintained in the O'Grady Library Archives. For retention of material with historical value contact the O'Grady Library Archivist.
  - e. Vital: Records containing information essential to the reconstruction/resumption of the organization's business in the event of a disaster (such as fire or flood). These records are required to reinstate the legal or financial status of the corporation and preserve the rights of the organization, its employees and stakeholders. Vital records should be duplicated and stored off-site for disaster recovery purposes.
- 3. Record retention period: The length of time that a record must be retained. Records that reach the end of their retention period must be properly disposed of by the responsible department.
  - 4. Saint Martin's University Record Retention Schedule: A list indicating the length of time that each record type is to be maintained and identifying the university department responsible for retention and disposal. The Saint Martin's University Record Retention Schedule is supplemented by each department's record retention schedule.
  - 5. Department Record Retention Schedule: A record retention schedule maintained by an individual department containing additional detailed information regarding the records on the Saint Martin's University Record Retention Schedule, as well as a comprehensive list of departmental records not included on the Saint Martin's University Record Retention Schedule.
  - 6. Record series: A grouping of related records listed on a record retention schedule. An example of a record series would be an Employee Personnel File consisting of application, employee benefit information, annual performance evaluations, etc. Another example would be Registration and Enrollment Records consisting of class lists, student course challenges, course add/drops and withdrawals, etc.



## B. Guidelines

1. Procedure: It is the responsibility of each dean or department head to ensure that University records in his or her department are retained or disposed of in a manner consistent with this policy and in accordance with the retention periods contained on the Saint Martin's University Record Retention Schedule and the department record retention schedule.
  - a. Each dean or department head must designate an individual within their department responsible for the proper retention and disposal of records. This individual will also be responsible for maintaining the department record retention schedule.
  - b. Since the appropriate time periods for record retention are subject to ongoing statutory and regulatory changes, each department will annually review the Saint Martin's University Record Retention Schedule, as well as their department retention schedule, to determine if any revisions are necessary. In addition, each department will annually review the records that it maintains to determine whether retention of each record type or series is necessary for the ongoing operational needs and record-keeping requirements of the University.
  - c. Individual departments may establish appropriate procedures that are consistent with and in furtherance of this policy.
2. Retention Periods: The Saint Martin's University Records Retention Schedule, supplemented by each department's schedule, identifies the minimum retention period for the designated University records. Retention periods may be extended by government regulation, judicial or administrative consent order, private or governmental contract, or litigation hold (see below). Any such modifications supersede the requirements identified in this policy. The minimum retention period for a University record not identified on any Retention Schedule shall be the retention period required by applicable Federal, State, or University mandate.
3. Disposal of University Records: University records may be disposed of once the minimum retention period is reached, provided that (1) the disposal of the records complies with all legal, contractual, or accreditation obligations; (2) the records to be disposed of do not relate to or contain information regarding any current, pending, or known potential litigation, claim, audit, agency charge, investigation or enforcement action involving the University, and (3) records containing student information, employee personnel information, or other sensitive or confidential information are shredded or otherwise destroyed in a secure manner. If it is appropriate to dispose of any records, they should be destroyed by the following method:

- a. Shredding or otherwise destroying in a manner that will prevent access to confidential paper information;
  - b. Erasing or destroying electronically stored data; or
  - c. Recycling non-confidential paper records.
4. Suspension of Records Destruction in the Event of a Claim, Lawsuit, Government Investigation, Subpoena, Summons or Other Ongoing Matters: A preservation notice or “litigation hold” from the General Counsel or President’s Office supersedes all other record retention and disposition directives, including this policy. Any record that is relevant to any pending or anticipated litigation, or that pertains to a claim, audit, agency charge, investigation or enforcement action, shall be retained at least until final resolution of the action. Departments must immediately notify the General Counsel and President’s Office if they receive notice of litigation, subpoena, audit, agency charge, investigation or enforcement action that would require the preservation of University documents.

#### **4.20. Drug and Alcohol-Free Workplace Policy**

Saint Martin’s University is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize alcohol abuse and drug use present a significant threat to the goals and mission of the University. As a recipient of federal funds, Saint Martin’s University is committed to providing a drug-free working environment in accordance with the Federal Drug Free Workplace Act of 1988, and promotes a workplace free from illegal use, possession, or distribution of controlled substances or drugs, including medical or recreational marijuana.

##### Covered Workers

Any individual who conducts business for Saint Martin’s University, is applying for a position or is conducting business on the University’s property is covered by this drug-free workplace policy. This policy includes, but is not limited to full-time employees, part-time employees, off-site employees, contractors, volunteers, interns, applicants, and student employees.

##### Applicability

This drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Saint Martin’s University. Therefore, this policy applies during all working hours and while on call or on standby.

## Prohibited Behavior

It is a violation of this drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants; this includes the possession and use of “recreational amounts of marijuana” and/or “medical marijuana” defined as legal under Washington State law. Marijuana is still listed as a Schedule I Controlled Substance and is illegal under federal law. Nothing in Washington State law requires an accommodation for the medical use of cannabis if an employer has a drug-free work place.

Prescription (Schedule II through V Controlled Substances) and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of this policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

## Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the Saint Martin's University Office of Human Resources in writing within five calendar days of the conviction. The Office of Human Resources will take appropriate action within 30 days of notification. Federal contracting agencies (those providing federal funding) will be notified when appropriate.

## Searches

Entering property owned by Saint Martin's University constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and work stations, and university owned property.

## Drug Testing

Saint Martin's University reserves the right to conduct an individual drug test where there is reasonable suspicion that an employee may be under the influence of illegal drugs or alcohol or following a job related accident or injury.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records within the Office of Human Resources.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates and Phencyclidine (PCP).

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine. Any employee who tests positive may be: 1) referred to a substance abuse professional for assessment and recommendations; 2) required to successfully complete recommended rehabilitation including continuing care; 3) required to sign a Return-to-Work Agreement; and 4) terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an impostor or refuses to cooperate in the testing process in such a way that prevents completion of the test.

### Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an employee violates the policy, the consequences are serious and can result in corrective action, up to and including termination of employment. If an employee violates the policy may be required to enter rehabilitation. An employee required to enter rehabilitation and fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment.

In the case of job applicants (full-time, part-time or student employment), if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn.

### Return-to-Work Agreements

Following a violation of the drug-free workplace policy or completion of a rehabilitation program employees must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## Assistance

Saint Martin's University recognizes alcohol and drug abuse and addiction are treatable illnesses. The University also realizes early intervention and support improve the success of rehabilitation.

To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.
- Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

## Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. All employees have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

#### **4.21. Release of Information to Media**

The Chief Communications & Marketing Officer must be notified as soon as possible when situations or events occur which ultimately may require a public statement of the University's position.

Employees contacted for comments, opinions, or as experts in their fields of study are encouraged to respond, at their own discretion, to questions relating only to their areas of expertise. Employees may not comment on or release student identifiable information contained in Student Education Records protected by FERPA. As a courtesy, they should notify the Chief Communications & Marketing Officer that a media representative has contacted them.

In regard to requests for documents, all University documents are proprietary material and belong solely to Saint Martin's University. For purposes of this procedure the term "documents" means any University generated document and includes, but is not limited to, correspondence, lists, directories, policy manuals, files, contracts, charts, financial information, student educational records protected by FERPA, and all other records. No employee, or other person, may remove these documents from University premises, provide them to, or share the information with anyone outside the University, without prior approval from the University President or designee.

This policy does not preclude distribution of marketing/promotional materials prepared by Saint Martin's University.

The President, executive administrators or Chief Human Resource Officer, must review the nature and purpose of the following subject areas before information is released regarding:

- Action on summons, subpoenas, charges, or complaints against Saint Martin's University
- Compliance reports to government agencies (wage and hour investigations, EEOC complaints, etc.)

#### **4.22. Speaker Policy**

Saint Martin's University is a private Catholic university founded on the goals embodied in the Benedictine tradition of higher education and emphasizes intellectual and spiritual growth through the interaction of faith, reason, service, and community in an effort to seek the truth, to understand ourselves, others, and the world around us. It is through free and open dialogue, open exchange of ideas and opinions, and by safeguarding the freedom to express differing points of view, with the assumption that this exchange of ideas will promote clarity, mutual understanding, the tempering of harsh and extreme positions, the softening of hardened positions, that we ultimately reach the attainment of truth.

The purpose of this policy is to ensure the free expression and exchange of ideas, to minimize conflict between the exercise of that right and the rights of others in the effective use of University facilities, to minimize possible interference with the University's mission and responsibilities as an educational institution, and to preserve the University's status as a 501(c)(3) tax exempt organization.

This policy is also designed to ensure adequate preparation for an event and to ensure that the event occurs in a manner appropriate to an academic community. Procedures described in the Speakers Policy are activated automatically when any individual, unit, department, entity, or office within the University seeks input, assistance, or support to have an event they are organizing or planning, publicized, marketed, advertised, or promoted through the Office of Marketing and Communications. All events promoted and advertised by the Office of Marketing and Communications must have the approval of the University President, and the VP for Marketing and Communications is responsible for ensuring that members of the community adhere to this policy and procedures. In the rare occurrence where a speaker or individual might create a public safety concern, or use Saint Martin's University as a platform to advocate violent rebellion or illegal resistance to the laws of the state and nation or to disparage the Catholic Church, Saint Martin's University, or the mission of Saint Martin's University, the University reserves the right to reschedule, relocate, or cancel the event.

#### **Guidelines**

Speakers invited to Saint Martin's University by any employee or group of employees should be selected on the basis of their contribution to the overall educational program of the University and consistent with the mission of Saint Martin's University.

Neither the use of Saint Martin's University as a forum nor the sponsorship of guest speakers implies approval or endorsement of the views expressed by the speaker, the attendees, or the sponsoring organization. The University realizes that some among the invited speakers will espouse ideas that individuals and groups within the university community consider hostile to their interests, values or feelings. With that understanding, the following restrictions apply:

- An invitation to speak at Saint Martin's does not include license for unlawful activity or activity that endangers or imminently threatens to endanger the safety of any member of the University community or any of the University's physical facilities, nor any activity that disrupts or obstructs the functions of the University or imminently threatens such disruption or obstruction.
- Expression that is indecent, grossly obscene, and or grossly offensive on matters such as race, ethnicity, religion, gender, sexual orientation or any other characteristic protected by applicable law will not be tolerated, and Saint Martin's University will act as it deems appropriate to educate those violating this principle.
- In order to encourage freedom of expression within the Saint Martin's University community, the University recognizes the following as legitimate forms of protest: (1) speech, (2) peaceful assembly, (3) the distribution of leaflets or other literature, (4) the circulation of petitions, (5) the posting of notices, and (6) the display of exhibits. These modes of expression must be consistent with standards and procedural safeguards of the Office of Marketing and Communications and current Faculty, Employee, and Student Handbook policies regarding solicitation, posting and distribution of information on University property. The individual/department/organization sponsoring a speaker may be required to include the following statement in all its advertising, announcements, and new releases: *"The presence of a guest speaker on the campuses of Saint Martin's University does not necessarily imply approval or endorsement by Saint Martin's University of the views expressed by the guest speaker or by anyone else present at the event."* This statement must also be read aloud in front of the audience prior to the start of the program, if required, during the approval process. The Office of Marketing and Communications and/or the University President determines if this is required.
- While recognizing the right of legitimate protest, the Saint Martin's University does not acknowledge any right claimed by a disorderly audience or individual to close down a speech and/or silence free expression. The only cause for cessation of a speech recognized by the University occurs when a speaker incites conduct that is illegal or so disruptive of University activities that public order clearly demands cessation. An individual or group wishing to protest at an event may peacefully do so as long as any speaker's rights to free speech and the audience's rights to see and to hear a speaker are not violated and there is no actual or imminently threatening disruption or obstruction of the operations of the University.
- Protests that become disruptive will be halted. Failure to comply with a request by a presiding administrator or any other official such as a public safety officer may result either in expulsion from the event or the termination of the event itself.



The above restrictions apply differently to faculty members who, under the principles of academic freedom, have the right to invite speakers to their classrooms for the benefit of their students and colleagues to discuss areas of interest to them and to express their opinions publicly and privately. However, academic freedom comes with a responsibility that all members of our community benefit from it without intimidation, exploitation, or coercion. Discrimination, harassment, creating an actual or imminent threat to the University and members of the Saint Martin's University community are not within the protections of academic freedom.

The guidelines outlined above also pertain to non-University speakers. With these guidelines in mind, academic departments, administrative offices, faculty and officially-recognized student organizations are encouraged to invite non-University speakers to address the University community. When inviting speakers, faculty, staff and administrators must be aware that they themselves are perceived as representatives of Saint Martin's University and implementers of its mission.

### Media

University offices wishing to promote their event in the media must alert the Office of Marketing and Communications.

### Potentially controversial Speakers

In the case of a potentially controversial speaker, approval of the speaker may be granted at the discretion of the Executive Cabinet based on a variety of factors. These factors include, but are not limited to, adherence to Saint Martin's University Mission, the educational relevance of the content provided by the speaker, and the safety/security of students, faculty, staff, administrators, and guests. Final approval as to a potentially controversial speaker will be determined by the President.

Saint Martin's University reserves the right to exclude events, speakers, or groups whose nature or presentation is contrary to or inconsistent with the University's mission statement.

### Political Candidates

The University enjoys tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; it is thus prevented from participating or intervening, directly or indirectly, in any political campaign. Federal Election Commission regulations also place additional restrictions on political activity at colleges and universities. All invitations and events involving any political candidate or campaign official, therefore, must conform to the relevant rules and regulations of the IRS and the Federal Election Commission.

Given the potential magnitude of the sanctions, fines, and penalties which these bodies have the authority to impose on Saint Martin's University for any violation of their rules and regulations, any and all invitations to elected officials, political candidates, political campaign representatives, and related speakers should be coordinated in advance by the Office of Marketing and Communications. Similarly, all outside inquiries from these sources to any employee or department within the University must be referred to the Office of Marketing and Communications.

If political speakers are approved by the Office of Marketing and Communications, the sponsoring or hosting University office is expected to comply with, and also advise speakers and their staffs of, these guidelines:

- When determining whether a potential speaker might violate the applicable legal restrictions, the overriding consideration is impartiality. Saint Martin's University cannot demonstrate any degree of partiality to any political candidate(s) or their representative(s), or any political party. For this reason, if a political candidate is asked to be a speaker, all other legally-qualified political candidates must be afforded an equal opportunity to share their views with the University community, and none can be favored in relation to the activity. For example, if a 501(c) (3) organization such as the University invites one candidate to speak at its well-attended annual banquet, but invites the opposing candidate to speak at a sparsely attended meeting, the organization likely will be found to have violated the political campaign prohibition.
- If a political candidate is a speaker, the University and its leadership should not indicate support of or opposition to the speaker, advocate for the election or defeat of a particular candidate or political party, or promote or encourage such advocacy by members of the audience. An explicit statement should be made as part of the introduction of the speaker that the University does not support or oppose the candidate.
- Campaign fund-raising is prohibited at any event where a political candidate is a speaker. Any appearance or presentation by a political candidate shall not be used to collect campaign contributions, commitments or endorsements from audience members.
- The speaker's appearance must constitute a speech, address, question-and-answer session, or similar communication in an academic setting. No event or appearance will be approved if it might be construed as a campaign rally (defined as an event which overtly solicits the partisan political support of the attending audience members).
- If Saint Martin's University invites several candidates to speak at a public forum, the forum must refrain from showing a bias for any political candidate. The following principles should be observed: (i) questions for the candidates should be prepared and presented by an independent nonpartisan panel; (ii) the topics discussed by the candidates should cover a broad range of issues that the candidates would address if elected to the office sought and are of interest to the public; and (iii) each candidate should be given an equal opportunity to present his or her views on the issues discussed.
- Admission to any event that features or is in any way connected to a political candidate or campaign must be open to either the entire university community or, if applicable, to the general public, and in both cases, without regard to the attendees' political party affiliations or support of any particular candidate. Such events also must be consistent with all other applicable university policies. Admission may not be controlled by speakers or members of their campaigns, nor by any person or organization not affiliated with Saint Martin's University. Admission must be controlled by the sponsoring university department.

- Saint Martin's University will not invite anyone to speak at any University Commencement program who at the time of the Commencement is an active political candidate for any elected office.
- All events must conform to any additional restrictions imposed for the particular University facility being used for the event.
- The University's mailing lists, communications infrastructure (including but not limited to the website, phone system, and e-mail systems), photocopying equipment, and other University resources, services, or funds may not be used in support of any candidate, campaign,
- Campaign fundraising is prohibited on any University-owned property; nor can it be sponsored off-campus by any University organization or department.
- Saint Martin's University students may participate in political and campaign-related activities as part of credit-bearing class coursework only to the extent that such activities are genuinely aimed at educating students with respect to the electoral process, and to the extent that no student is required to be active in a campaign for a candidate they do not support personally.
- No member of Saint Martin's University community may use Saint Martin's University's name, letterhead, logo, seal, or similar branded device for those purposes or to solicit funds for or otherwise support or oppose any such campaign or cause. For example, a student organization whose members choose to engage in partisan activity must make it clear by an overt statement both in its written materials and at its events that its members speak as individuals and not for or on behalf of Saint Martin's University.
- Elected officials speaking or appearing in their official, governmental, non-political capacity may do so under certain circumstances, but their appearance must be coordinated by the Office of Marketing & Communications.
- Nothing in the above prohibits the creation of clubs such as a Young Democrats Club or a Young Republicans Club by students at Saint Martin's University or limits individual faculty or staff from serving as Advisers to these clubs.

All questions or inquiries regarding having political candidates, their representatives, other campaign officials, elected officials and related public persons speak should be directed to the Office of Marketing & Communications.

### Approval Process - General

Members of the Saint Martin's University community who wish to invite outside speakers to perform for a University community or public event are expected to use responsible judgment and the framework of this policy in selecting the speaker, in setting the framework of the event, in publicizing the event and in all matters materially related to the event. Prior to confirming or scheduling an outside speaker, approval must be obtained from the School/College dean or division executive administrator. Following approval, arrangements are to be coordinated through the Office of Event Services who will work with the Office of Marketing & Communications and the sponsoring individual or department to ensure that modes of communication are consistent with the standards and procedural safeguards outlined in the Faculty, Employee, and Student Handbook policies regarding solicitation, posting, and distribution of information on University property.

### Approval Process – Potential Controversy

If it is reasonably likely that a potential speaker will espouse or appear to espouse positions in conflict with Saint Martin's University's traditions, missions and values, the School/College dean or division executive administrator sponsoring the event must inform the Executive Cabinet of the planned invitation and provide the Executive Cabinet with background information about the speaker's positions, works, published speeches and other relevant information to allow the Executive Cabinet to make an informed judgment as to whether and under what circumstances (including but not limited to the format of the event) the invitation should be extended.

In making that judgment, the Executive Cabinet should seek input from potentially affected interested parties and may develop an ad hoc advisory group created by the Executive Cabinet consisting of persons with subject matter expertise to help guide the decision making process concerning holding the event on Saint Martin's campus.

### Disciplinary Procedures

In the rare event that violations of this policy occur, the following disciplinary formats will apply.

Violations of this policy and/or guidelines by students will be handled through the Office of Student Affairs. Violations of this policy and/or guidelines by faculty and officially recognized faculty groups will be handled through the Office of the Provost. Violations of this policy and /or guidelines by staff, administrators, and/or administrative departments will be handled through the Office of Human Resources.

#### **4.23. Non-Solicitation**

The University, as a general rule, forbids selling or soliciting on campus, including distributing literature, petitions or the sale of merchandise. Exceptions to this policy must receive prior written approval from the Office of the President or the Office of Student Affairs.

#### **4.24. Smoking**

All Saint Martin's University buildings are designated as non-smoking. Except for residence halls, smoking is prohibited within twenty-five feet from entrances, exits, windows that open, and/or ventilation intakes serving an enclosed area. Smoking is only allowed in designated areas outside or at least 50 feet from the residence halls. The University has established areas where smoking receptacles have been placed on campus. Smokers are reminded to dispose of their cigarette butts by first making sure they are completely extinguished and then depositing them in an appropriate receptacle.

#### **4.25. Use of Email and Other Electronic Resources**

Saint Martin's e-mail and internet system is intended for University business and academic purposes only. All e-mail and internet documents are considered University records and are subject to review by authorized University representatives, disclosure to law enforcement or government officials, or third parties through subpoena or other processes. Employees are required to comply with the University's Acceptable Use Policy and to ensure that University-related information contained in e-mail/internet messages is accurate, appropriate, and lawful.

Transmitting or receiving material in violation of any government regulation or University policy is prohibited, including, but not limited to, copyrighted material, threatening or obscene material, offensive or obscene jokes and stories, or materials protected as trade secrets. Limited personal use of University email and internet system is permitted during working hours consistent with this policy and the Integrated Technology Acceptable Use Policy.

#### **4.26. Integrated Technology Acceptable Use**

Saint Martin's University provides numerous information technology resources for use by the University community to support its educational mission. The use of these resources must be consistent with the goals of the University. As a member of the University community, you are expected to act responsibly and to follow the University's guidelines, policies, and procedures in utilizing information technology and electronic networks accessed by such technology. It is expected that all members of the campus community will exercise integrity and highly ethical conduct when using social media. Particularly important in social media is respect for copyright laws.

These information technology resources include computers and computer services as well as access to our on-campus network, the Internet, World Wide Web and other on-line computer networks (collectively, "on-line networks"). In keeping with our goal to prepare students for success in an increasingly technology-driven environment, we encourage members of the University community to use on-line networks for educational purposes as appropriate.

## General Policies Regarding Computer usage, e-mails, and other communications

The University's Integrated Technology Acceptable Use Policy includes the following guidelines that apply to all University community members, including faculty, students, staff or other users:

- Respect the rights of others to freedom from harassment or intimidation.

Sending of abusive or unwanted material causing the work or University experience of others to be disrupted is a violation of University policies, may violate the law, and is unacceptable. Targeting another person, group or organization to cause distress, embarrassment, injury, unwanted attention or other substantial discomfort is harassment and is prohibited.

- Abide by security restrictions on all systems and information.

Use your assigned personal login account for all computer access. Using another person's account or making your password or another person's password or access code available to others or otherwise attempting to evade, disable or "crack" password or other security provisions or assisting others in doing so threatens the work, privacy and well-being of many others and is a serious violation of University policies, and is grounds for immediate suspension of your access privileges and other disciplinary action. You will be held responsible and will be liable for any harm resulting from your disclosing or allowing disclosure or improper use of a password.

- Do not engage in Improper Advertising, Solicitation, Chain Letters, Mass E-mails, Hoax E-Mail and Pyramid Schemes.

Use of any on-line network to send unsolicited advertising, promotional material or other forms of solicitation to others is prohibited, except as permitted by law and when not prohibited by University policies and in those areas that are designated for such a purpose, for example, a classified ad area. Transmissions of chain letters and pyramid schemes of any kind are prohibited. Certain chain letters and pyramid schemes are illegal.

- Do not Post or Transmit Offensive Graphic Files.

Transmitting through or posting on any on-line network sexually explicit images or any other content deemed to be offensive and inappropriate for academic use is prohibited. Viewing or transmitting sexually explicit material may constitute a violation of the University's sexual harassment policy.

- Accept responsibility for your own work

Educate yourself about appropriate uses of software to maintain the integrity of what you create. Keep archives and backup copies of important work. Learn and properly use the features for securing or sharing access to your information on any computers you use. Change passwords frequently and do not share them.

- Do not install software and/or undertake system modifications

Installation of software onto networked or system hard drives may only be done by authorized personnel. System modifications of SMU owned computers may only be done by authorized personnel. Such restrictions are designed to ensure system integrity.

- Respect copyright and other intellectual-property rights.

Information, software, photographs, videos, graphics, music, sounds and other material (collectively "content") may be subject to copyright, trademark, trade secrets or other proprietary rights. Any unauthorized copying or distribution of such content will be considered a violation of University policies, and may constitute a violation of law, fraud, plagiarism or theft. Software licensed by the University must only be used in accordance with the applicable license. Modifying or damaging information without authorization (including but not limited to altering data, introducing viruses or simply damaging files) is unethical, a violation of University policies and may be a felony.

- Identify yourself clearly and accurately in electronic communication.

Anonymous or pseudo-anonymous communications appear to dissociate you from responsibility for your actions and are inappropriate. Concealing your identity or misrepresenting your name or affiliation to mask or attempt to distance yourself from irresponsible or offensive behavior is a serious abuse and violation of University policies. Communication under a false name or designation or a name or designation you are not authorized to use, including instances in conjunction with representing that you are somehow acting on behalf of or under the auspices of Saint Martin's University is prohibited and constitutes fraud.

- Use resources efficiently.

Accept limitations or restrictions on computing resources, such as storage space, time limits or amount of resources consumed, when so instructed by the University. Such restrictions are designed to ensure fair access for all users.

- Recognize limitations to privacy in electronic communications.

You may have an expectation that the contents of what you write or otherwise create, store and send can be seen only by those to whom you intend or give permission; however, the security of electronic information on shared systems and networks is approximately that of paper documents -- fairly reliable and generally respected, but breachable by someone determined to do so. Also note that, as part of their responsibilities, technical managers or other persons may need to view their contents.

Saint Martin's e-mail and internet system is intended for University business and academic purposes only. All e-mail and internet documents are considered University records and are subject to review by authorized University representatives, disclosure to law enforcement or government officials, or third parties through subpoena or other processes.

When necessary in the University's discretion to maintain continued reasonable services to the rest of the community, or in cases of irresponsible use, units providing resources, such as Information Technology Services, may suspend privileges and may disallow connection of computers (even personal ones) to the campus network or take or recommend other action necessary or appropriate. Saint Martin's University reserve the right to restrict, monitor and/or interrupt communications through or use of any of our computers, computer services or on-line networks.

Employees are expected to cooperate with investigations either of technical problems or of possible unauthorized or irresponsible use as defined in these guidelines or as may otherwise be identified by the University. Failure to do so may be grounds for corrective action or loss of access privileges and other disciplinary action determined by the University. Information Technology Services will investigate and document apparent or alleged violations of these guidelines. Cases of apparent abuse or violation of university guidelines, policies or procedures will be referred to the appropriate university body (e.g. the Office of Student Affairs or Office of Human Resources) and other action may be taken.



## **5. WORKPLACE SAFETY**

### **5.1. Environmental Health and Safety**

Saint Martin's University is committed to protecting the health and safety of its employees, students, visitors and the environment. Employees are expected to comply with applicable health and safety regulations governing the workplace. Departmental safety orientation for new and transferred employees, timely and appropriate training, an employee environmental health and safety committee, proper mechanical guards, and personal protective equipment will be some of the tools used to reduce work hazards.

All employees, students and visitors are expected to comply with this policy. Each department or unit shall supplement this policy document with specific procedures about hazards in their workplace and the precautions necessary to control and prevent these hazards. These supplements, prepared in cooperation with the Office of Human Resources, may be in the form of, as examples, written procedures or training programs.

The responsibility for the administration of the University's health and safety program is assigned to the Chief Financial Officer. Implementation of this policy is the responsibility of the entire University community - staff, faculty and students.

The Saint Martin's University Environmental Health & Safety Committee, with members representing the University's academic and administrative units, is responsible to identify needs, develop procedures, and assist in the implementation of environmental health and safety programs.

Applicable federal and state laws and regulations, together with policies and procedures issued by or through the Office of Human Resources will provide the guidance under which the University will conduct its safety program.

#### **University Environmental Health & Safety Committee**

The Saint Martin's University Environmental Health & Safety Committee is comprised of members representing academic and administrative units. Environmental Health & Safety Committee representatives are commonly referred to as "Safety Officers."

The duties of the Environmental Health & Safety Committee are to develop and implement, a comprehensive and practical occupational health and safety program, and to maintain an environment that is conducive to the safety, health and well-being of the Saint Martin's University community.

## Responsibilities

### A. Environmental Health & Safety Committee:

1. Establish and maintain a safety committee made up of employer-appointed members and employee-elected members, from the member's area of responsibility. The size and structure of this committee shall be dictated by the types of activities, the potential hazards inherent to those activities, and the number of persons who may be exposed. At a minimum, membership on the committee shall include representation from Maintenance/Grounds/Facilities, Event Services, Athletics, Library, Administration-Old Main, and academic units including Sciences (Chemistry, Biology, Physics), Engineering (Mechanical or Civil and the Engineering Tech laboratory), faculty member(s) at large, and staff employees at large.
2. Attend all regularly scheduled meetings and any special meetings, and report committee activities to the Executive Cabinet through the Chief Financial Officer.
3. Accompany insurance company loss prevention representatives on inspections of areas under the Safety Officer's jurisdiction.
4. Review all Supervisor's Report of an Accident for employee accidents filled out by the employees supervisor, or the Accident Investigation Report filled out by the employee, whichever report is appropriate for the accident/illness, and any other associated accident/illness reports.
5. Assist in the investigation of all serious accidents, and all other accidents when requested by the supervisor.
6. Initiate proper follow-up measures and ensure corrective actions are implemented when unsafe conditions, practices or equipment are reported or observed.

### B. Chief Financial Officer

1. These functions have the primary responsibility to maintain a safe work environment within their jurisdiction, by monitoring and exercising control over their assigned areas.
2. Assign one or more "Employer-Selected" representative to the Saint Martin's University Environmental Health & Safety Committee. These representatives must be selected to ensure compliance with this policy and other appropriate safety policies, rules, procedures and practices.
3. Communicate to University faculty, staff and students the importance of health and safety in the workplace and workplace safety is of the highest priority at Saint Martin's University.
4. Ensure health and safety responsibilities are carried out in the academic departments or administrative units for which they are responsible.
5. Ensure environmental health and safety obligations established by this program applicable to their areas of jurisdiction are carried out. This includes assuring compliance with applicable state and federal health and safety rules, regulations, standards and procedures. Included, for example, are regulations of the Washington State Department of Labor & Industry and policies and procedures established by Saint Martin's University.
6. Monitor implementation of programs designed to protect the health and safety of faculty, staff, students and visitors:

- a. Consult with the Environmental Health & Safety Committee representative and/or the Office of Human Resources with respect to new, existing or planned facilities or equipment presenting potential health or safety hazards to determine specific measures may need to be implemented to control these hazards *before* exposure to these hazards occurs.
- b. Support measures such as training, use of protective devices, and resources to control and prevent hazards.

#### C. Supervisors:

All University supervisors (department chairs, faculty, and other employees with direct oversight of University activities and employees or students) have specific responsibilities to provide for the health and safety of those supervised. They are in a key position in the organizational structure to carry out the safety policies and to prevent injuries to their employees.

1. Be thoroughly informed of appropriate safety rules, regulations and policies and how they specifically apply to their responsibilities and authority.
2. Inform all new and current employees and students that safety and health, and concern for the environment, are priorities at Saint Martin's and to inform them about safety and health policies, rules, regulations and procedures, as well as their specific responsibilities.
3. Ensure all required safety equipment, devices and personal protective equipment and apparel are provided and maintained, and are properly used by individuals working in their operations.
4. Provide employees and students with instruction and assistance in the proper operation of equipment or materials involved in any operation which may be potentially hazardous.
5. Take prompt corrective action when unsafe conditions, practices or equipment are reported or observed.
6. Encourage prompt reporting of health and safety concerns.
7. Promptly conduct a thorough investigation in all work-related injuries, illnesses and accidents, submit appropriate recommendations on all accident reports, including the Supervisors Report of an Accident or the Accident Investigation Report, as appropriate, and follow through to ensure corrective measures have been implemented.
8. Coordinate or conduct inspections to maintain safe and healthful conditions, and address any deficiencies that are identified.
9. Provide for health and safety training.
10. Provide financial support for health and safety improvements, or request assistance from the next higher level of supervision regarding these requests.

#### D. Employees and Students:

1. All University employees (faculty and staff) and students have specific responsibilities to comply with established health and safety policies, standards, rules, procedures and regulations. Compliance with these is essential to create and maintain a healthy and safe environment.

2. Comply with applicable environmental health and safety policies, standards, rules, regulations and procedures. These include safety-related signs, posters, warnings and written/oral directions when performing tasks.
3. Do not perform any function or operation which is considered hazardous, or is known to be hazardous without proper instructions and authorization.
4. Only use equipment and materials approved or provided by the supervisor or instructor and for which instruction has been provided by this or other experience.
5. Become thoroughly knowledgeable about potential hazards associated with the work area; knowing where information on these hazards is maintained and how to use this information when needed.
6. Wear or use prescribed protective equipment.
7. Report all unsafe conditions, practices, or equipment to the supervisor, instructor or safety officer whenever deficiencies are observed. Federal and state law and Saint Martin's University prohibit retaliation against any employee, by another employee or by the University and its supervisors, for making in good faith a complaint regarding unsafe working conditions, practices or equipment.
8. Inform the supervisor or instructor immediately of all work-related injuries or accidents and obtain prompt medical attention when necessary.
9. Provide information necessary for the supervisor or safety officer to adequately and thoroughly complete the *Supervisors Report of an Accident* and any other associated accident/illness reports.

## **5.2. Campus Emergency Response & Evacuation**

Saint Martin's University emergency notification process will be used to immediately notify the campus community of emergency or dangerous situations involving an immediate threat to the health and safety of students or employees. The Office of Public Safety and/or the Office of Marketing and Communications will issue the emergency alerts using the campus-wide Omnilert™web-based unified emergency alert system. The unified emergency alert system is comprised of text messaging, streaming, campus-wide email system, Alertus beacons and desktop notifications, emergency messaging (EM) digital clocks, SMU home page and various social media outlets. Additional notification methods include wide-area broadcasts through strategically located WEBS® blue-light emergency phone towers.

### **Reporting Emergencies**

Emergencies should be reported the Lacey Police Department or Lacey Fire Department by calling 9-911 from any campus phone, 911 from cell phones or non-campus phones. 911 can also be contacted by pushing the emergency phone button on the blue light emergency phones or yellow emergency call boxes located at various locations on campus. SMU Office of Public Safety shall be notified of any emergency by calling extension 4555 from any campus phone or 360-438-4555. Thurston County 911 will notify the University of any significant emergency reported to them via a 911 call.

## Responsibility for Emergency Response and Notification

- A. Typically, the Office of Public Safety is responsible for providing immediate emergency response to and investigating reports of emergencies reported to be occurring on campus. The Lacey Police Department is responsible for responding to and investigating reports of criminal actions occurring on campus reported through Thurston County 911 or at the request of the University. The University will initiate and provide assistance to other agencies and departments for other types of emergencies occurring on campus
- B. Once a confirmed emergency or dangerous situation involving a threat to the health or safety of students or employees is occurring on or near campus, the campus community will be notified unless Public Safety determines issuing an immediate notification would place the community at greater risk or would compromise efforts to contain the emergency. Any delay in notification will be for as short a time as possible. It is anticipated the initial notifications will be the responsibility of Public Safety. However, it is recognized any number of situations may cause this responsibility to fall to the Office of Marketing and Communications or other designated University officials.
- C. Additional messages may be released as the incident or situation dictates and as time permits. In situations where the initial emergency alert notification was made by Public Safety, the Office of Communications and Marketing has the responsibility for broadcasting further messages to the Saint Martin's community. The Director of Public Safety, or designee, will notify the Office of Marketing and Communications (or other designated University official) of the incident and notify them when the Office of Public.
- D. The initial message will usually be brief and direct to notify the affected portion of the campus community. The content of the notification will depend on the type of incident occurring and may include information as to lockdown, shelter in place, avoid or evacuate a location(s) or take other action as needed. Any of the following emergency communications, as well as others as deemed appropriate, will be utilized depending on the type and nature of the emergency:
- Talk-a-Phone Blue Light Wide Area Emergency Broadcast System (WEBS®) Towers – used for emergency phones and wide-area emergency broadcasts. The WEBS have limited wide-area notification capabilities due to the activation point being inside the Office of Public Safety.
  - University's Omnilert® emergency alert system to activate text messaging, streaming, campus-wide email system, Alertus® beacons and desktop notifications, emergency message (EM) digital clocks, SMU home page and various social media outlets.
  - Recorded message on the University emergency message telephone number 360-486-8899.
  - In-person communications by one individual to another person or group of persons.

- E. The Office of Public Safety will test the notification systems, emergency response and evacuation procedures no less than annually (via regularly scheduled drills, exercises, and appropriate follow-through activities designed for assessment and evaluation of emergency plans and capabilities). The Office of Public Safety will annually publicize emergency response and evacuation procedures in conjunction with the test and to document, for each test, a description of the exercise, the date, time, and whether it was announced or unannounced.
- F. At a minimum this policy will be publicized as follows:
- Annually in the Campus Security Report
  - At <http://www.stmartin.edu/alerts/>
  - New Student Orientation
  - Publication in the Saint Martin's Emergency Response Plan

### Other Response Efforts

The Office of Public Safety will initiate the securing of buildings, either electronically or by notifying other University officials and departments, such as Facilities (Custodial, Maintenance, and Grounds) personnel to request their assistance. Depending on the nature of the reported emergency, the Office of Public Safety will notify the Office of Housing and Residence Life when to implement emergency protocols, such as “active shooter – aggressive intruder protocols” for residence halls.

### Emergency Response Protocols

#### Lockdown Purpose

The purpose of a lockdown is to secure students, faculty, staff and visitors into the nearest secured facility and minimize their exposure to a potential threat. The lockdown plan, when implemented, serves to minimize the risk of injury for those in a building or classroom at the time of a threat. The following events are some examples of when a lockdown may be activated.

- Active Shooter incident;
- Police in the area looking for a violent offender;
- A violent crime occurs near the campus where the suspect(s) may pose a risk to the campus community;
- Reported use of a weapon in a workplace on campus; or
- Any serious threats to staff or property requiring the lockdown of a building or the campus.

#### Evacuation Purpose

Purpose of an evacuation is to remove the students, faculty, staff, and visitors as far away as possible from an identified threat on campus. The evacuation process is designed to follow the concepts of a fire evacuation and result in the orderly safe removal of all persons from facilities on campus and the campus proper when practicable. Running from an identified threat in a safe manner is an acceptable response to an active shooter – aggressive intruder situation when the threat is not immediate. The University will train and follow the recognized response of Run, Hide, Fight and establishing a “survival mindset.”

## Requirements for Lockdown/Campus Evacuation

In order to be successful, a lockdown/evacuation crisis response plan requires the participation of all employees. Successful implementation is necessary to mitigate the risk of injury or loss of life to those affected by the threat. Therefore, all employees must know what the plan is and the role they play in carrying out the plan. The plan needs to be known by local law enforcement and other first responders for their safe tactical response. The implementation of the lockdown crisis response plan must be practiced. The University will conduct building specific and campus-wide drills during the academic year.

### Definitions

**Active Shooter – Aggressive Intruder Incident:** An active shooter – aggressive intruder incident is any situation where an aggressive suspect(s), or active shooter, is attempting to enter, or has entered, any workplace, room or other facility or institution and is actively attempting to cause death or serious harm by whatever means available to the occupants present. Means to kill or seriously harm can include, but are not limited to, the use of firearms, energetic materials such as bombs, improvised explosive devices (IEDs), edged weapons (knives, swords, machetes), fire, blunt weapons, explosive gases, liquids, electrical devices or energy, or any other item used with the intent to cause death. This type of situation dictates an immediate and possibly lethal response by law enforcement personnel to contain, capture or neutralize the active shooter – aggressive intruder threat.

**LOCKDOWN** - A lockdown is a pre-set and rehearsed crisis response plan implemented by the University to minimize and mitigate a potential lethal threat to members of the campus community. A lockdown is activated once there is an actual or perceived threat of harm to students, faculty, staff and visitors. A lockdown consists of locking or barricading exterior and/or interior doors of a building to prevent an intruder from gaining access to the building or to rooms where occupants are located. The occupants of a room/building take a defensive position inside rooms to avoid being seen or found by an intruder posing a threat. The object is to prevent the threat from gaining access to rooms where people are located.

**MODIFIED LOCKDOWN** – A modified lockdown can be employed when a threat is known to be outside the workplace and incorporates the same implementation procedures as a lockdown. In a modified lockdown, building occupants may walk around the interior of the building and continue their daily operations except no one may enter or leave the affected building until the threat is cleared.

### Lockdown Procedure

Prior to closing and locking the door to the room you are in, carefully look out of the door and gather any non-threatening persons into your room.

- Close, barricade or lock the door.
- Cover any door window, if possible, to prevent the Active Killer/Shooter from seeing into the room.
- Cover wall windows if able.
- Kneel, squat, or lie down on the floor and against the wall on the door side of the room. Keep very quiet.
- Silence cell phones. Have at least one person call 9-1-1 and stay on the phone with dispatchers.
- Have someone take a silent roll call of those persons with you to help account for people.
- Only leave the room when clearly told the lockdown has ended and it is safe to evacuate.
- If law enforcement advises they are coming into the room lay flat on the floor and keep your hands out at your sides in plain sight. Law enforcement will be searching for the active shooter – aggressive intruder or accomplices.
- Be prepared to be interviewed by law enforcement before being released.
- If the fire alarm sounds during a lockdown DO NOT EVACUATE unless there is some assurance a fire exists as it may be a false alarm sounded to expose people from secure locations.

EVACUATION – Evacuations are an important part of a lockdown procedure where extreme acts of violence in a building lead potential victims to either lockdown or evacuate, depending on how close they are to the threat at the time. Evacuating a building to a safe location should occur when safe to do so if locking down is not a viable and safe option. Most evacuations will take place when a building are notified by the Office of Public Safety or the police it is safe to evacuation. People who evacuate should leave a building going in the opposite direction of an identified threat area and leave to a safe location completely away from the campus proper.

#### Evacuation Procedure

- Upon notification of a significant emergency event evacuating a building to a safe location should occur when safe to do so, if locking down is not a viable and safe option.
- Persons evacuating a building should leave the University campus immediately, as far away as possible and notify 911 of the emergency.
- Do not evacuate to designated fire assembly points unless directed to do so by a University official or Public Safety.

### **5.3. Employee Accident/Injury Reporting**

All members of the Saint Martin's University community share the responsibility for maintaining safety by practicing good safety habits and by avoiding carelessness. Any job-related accident or injury must be reported to the employee's supervisor as soon as possible, but in any case no later than one working day after the occurrence. The supervisor is to prepare a written report on details of how the accident occurred. Office of Public Safety and Office of Human Resources must also be notified in order to complete an injury report form.



All campus accidents (regardless of location) resulting in injury regardless of severity will be documented and investigated initially by the Office of Public Safety and referred to the Office of Human Resources. Additional investigations may be conducted by other agencies, i.e., police, fire, L&I, et al.

#### **5.4. Possession of Weapons**

Saint Martin's University expressly prohibits the use, possession, or sale of any weapon, other than as expressly authorized by the University, by any person or employee while on University property or while conducting business on behalf of or for the benefit of the University. This policy applies even if an individual has a legal permit to carry a weapon. Persons who are on Saint Martin's University property or conducting business on behalf of, or for the benefit of, the University, are required to abide by this policy and are required to cooperate in any investigation the University deems necessary to enforce this policy.

Employees who do not comply with this policy may be subject to corrective action up to and including termination from employment. This action is separate from any criminal penalties that may be pursued for violation of state laws.

#### **5.5. Disruptive Behavior & Violence in the Learning, Living and Working Environment**

Saint Martin's University is committed to providing a safe, secure learning, living and working environment in an atmosphere which respects each person's dignity. Toward this end, the University has adopted a "zero tolerance" policy for acts of disruptive or violent behavior on any of its campuses and at university sponsored or university non-sponsored programs or events.

This policy of "zero tolerance" extends physical assault, threats, verbal abuse, intimidation, and disruption that causes bodily or emotional injury pain and/or distress. It also includes relationship violence that intrudes into the learning, living and working environment endangering a person in the relationship or others. Relationship violence is physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person.

##### Prohibited Behavior

While it is not possible to describe all the actions which might constitute disruptive, threatening or violent behavior or a risk to safety and security, the following behaviors are strictly forbidden on the Saint Martin's campuses:

- Using threatening, intimidating, abusive or offensive language and/or gestures or other discourteous conduct towards supervisors, fellow employees or the public
- Disorderly conduct, such as shouting, throwing or pushing objects, punching walls and slamming doors.

- Using, brandishing or possessing firearms, explosives, knives, or any other type of weapon.
- Threatening to use a weapon.
- Stalking or similarly harassing behavior toward employees, students, or campus visitors.
- Making false, malicious or unfounded statements against coworkers, supervisors, or subordinates which tend to damage their reputations or undermine their authority.
- Destroying or damaging university property, computer files, and/or other acts of workplace sabotage.
- Attempting to cause physical harm to another person; assaulting or physically attacking (i.e., striking and/or pushing) another person.
- Verbally threatening to harm another person or destroy property; including vague or covert threats.

### Reporting

Reports of disruptive behavior, threats or acts of violence will be taken seriously and will be investigated. Employees are responsible for notifying their supervisor, Office of Public Safety, the Office of Student Affairs or the Office of Human Resources if they received, witnessed, or become aware of instances of disruptive behavior, threats or acts of violence, including notification of any restraining order which lists Saint Martin's University as a restricted location.

Members of the University community are responsible for notifying their supervisor, Office of Public Safety, Office of Student Affairs or the Office of Human Resources they have received, witnessed or have otherwise been made aware of the following:

- A life-threatening or disruptive situation that is in progress
- Disruptive behavior, an act of violence or threat in the workplace, residence halls or on campus property
- A threat of domestic violence potentially affecting the campus environment.
- Any action or conduct that is imminently threatening or violent or that has the potential to become threatening or violent
- The presence on campus of any person who is subject to a “restriction from campus” order or “restraining” order that lists the university as a restricted location.

### Investigation

Threats or acts of violence will be taken seriously. Reported threats and acts of violence are investigated by the Office of Public Safety in collaboration with the Office of Human Resources and/or the Office of Student Affairs. Local law enforcement may also be involved in responding and investigating violence incidents as appropriate.

Employees or students who are found to have made substantial threats, exhibit threatening behavior, or engage in violent acts on University property are subject to removal from the campus as quickly as safety permits. Violation of this policy will result in appropriate sanctions or corrective action up to and including termination of employment. Arrest and criminal prosecution by off-campus authorities is also possible.

### Resources

Saint Martin's University encourages members of the University community to bring their difficult to resolve disputes and differences with others on campus to the attention of their supervisor, manager, department chair, the Provost/Chief Academic Officer, Chief Student Affairs Officer and/or the Office of Human Resources before the situation escalates into potential or actual violence.

Members of the University community should seek advice and assistance from the appropriate office and/or the Office of Public Safety for potentially volatile situations arising from academic sanctions, job performance counseling or corrective action, dismissal from the University, or instances in which an individual's personal circumstances have the potential to result in violence (e.g., residential conflicts, domestic violence, or situations arising from organization or group membership).

The Office of Human Resources is available to consult with, assist, and/or refer employees and supervisors regarding:

- Talking through difficult situations and determining what next steps might be appropriate.
- Referring employees to the Employee Assistance Program or other services for support in counseling, anger management, or mediation.
- Documenting and managing sensitive performance issues.
- Collaborating with the Office of Public Safety and local law enforcement.

### **5.6. Behavioral Intervention Teams**

The growing national trends in mental health and community safety issues on college and university campuses have compelled many institutions to designate a dedicated group of employees to assess and intervene in problematic student behaviors. Saint Martin's University recognized the need to establish a group committed to the safety, health, and well-being of students; this group is called the Saint Martin's University Behavioral Intervention Team (BIT).

BIT was formally created as a standing group and its members have received specialized training. The core team that responds to incidents/referrals of an urgent or time sensitive nature include:

- Director of Housing and Residence Life/Conduct Coordinator
- Director of Public Safety
- Director Counseling Services
- Chief Student Affairs Officer

Others may be called in to advise or inform as needed. The entire BIT group includes all of the core team as well as:

- Residence Hall Managers
- Disability Services Coordinator
- Chief Human Resource Officer
- Faculty Representatives (two appointed by the Chief Academic Officer in consultation with the Chief Student Affairs Officer with expertise/scholarship in the area of mental health/psychology/ counseling and/or social work)
- Assistant Director of Public Safety
- Counselor
- Associate Dean of Students

The goals of our Behavioral Intervention Team are:

1. To educate members of the University on identifying behaviors and/or incidents of concern and where to report them.
2. To receive, review, and respond, if appropriate, to reports of behaviors of concern that help to develop a “whole picture” of the student.
3. To centralize collection and assessment of behaviors of concern i.e., “connect the dots” of disparate problematic actions involving a student that may be known to various faculty, staff, administrators or students.
4. To empower a culture of reporting among SMU employees so caring and intentional interventions can be orchestrated.

The ability of the BIT to act is directly related to if and when a referral is made. Many times, it is a faculty member, staff or a fellow student who observes behaviors raising concern and reports their observations to the BIT. Having a means for those concerns to be confidentially passed on to the BIT is critical.

BIT referrals can be made online; however, this on-line referral process DOES NOT replace the emergency call to 9-1-1 should anyone’s personal safety be at risk. The online referral submission is a tool to be used for reports not requiring immediate / same-day attention. The online referral will be checked during regular business hours Mondays through Fridays. Even then, there may be period during which the online referrals are not able to be responded to for 24-48 hours or more.

The online BIT Referral Form is located at: <http://www.stmartin.edu/bitForm>. Links to the online form are also located on the Housing and Residence Life homepage, Public Safety home

page and the Dean of Students home page. Additional information about the SMU Behavioral Intervention Team is located on the Student Affairs home page under [Behavioral Intervention Team \(BIT\) policy and protocols](#).

Information provided to and received by the BIT is HIPAA (Health Insurance Portability and Accountability Act) and GINA (Genetic Information Nondiscrimination Act) protected and disclosed only in the event of an emergency or health/safety risk.

### **5.7. Accountability, Responsibility and Community Response System – ARC (New 2025)**

Saint Martin's University is committed to educating the whole person in their ongoing journey of becoming. We inspire students to lead and serve others and promote the common good. The university stresses the importance of peace, hospitality, and justice, not only as values to realize in our daily lives, but as ways to strengthen community living. We strive to create learning environments in which each student—created in the image and likeness of God—can thrive and succeed, where each student feels heard and valued, and their dignity is affirmed.

To fulfill our education mission, the Office of the President has tasked certain members of the university to oversee and operationalize the **ARC Response System** (Accountability, Responsibility, and Community). ARC utilizes the mechanisms and processes that are already established within the university (the Office of Human Resources and Student Conduct) but offers another route for reporting where these mechanisms and processes have failed or have barriers. This document is designed to assist our university to respond promptly, compassionately, and justly to conflicts in and out of the classroom. Conflicts within communities are expected. Yet some can rise to levels of concern that fail to align with our university's Catholic mission and Benedictine charism. These concerning conflicts—bias, bigotry, discrimination, prejudice, and hate—are not welcome and will be addressed. In this document, we aim to accomplish the following:

- Inform the community about the procedures to report concerning incidents of conflict and list the appropriate steps on how they are addressed.
- Describe how communication about these incidents of conflict and the means to address them by the university is documented and finalized.
- List available resources that provide the appropriate care and support for those who have been impacted negatively by concerning incidents of conflict.

The ARC Reporting System was created to respond to concerning incidents of conflict in a restorative justice manner and assist in the healing of harm stemming from such conflict. ARC does not seek punitive strategies against community members. Instead, ARC encourages us to follow the *Rule of St. Benedict* when it calls us to listen deeply to one another with the ear of our heart. Our Benedictine charism holds justice and community as foundational pillars for monastic living. Striving for accountability reflects our shared responsibility to listen deeply to others and build a peaceful and hospitable learning environment. ARC embodies these Benedictine values and aims to fulfill the following:

- Foster a healthy campus climate where community members deepen the skills to resolve conflict and promote the flourishing of each person.
- Encourage dialogue around challenging and difficult issues related to community living, dignity, and justice.
- Promote a campus culture in which students feel supported and welcomed as members of the university community.
- Restore the relationship where personal narratives are heard, and the institution acknowledges these narratives and takes accountability for them.

At times, the ARC Reporting System recognizes the need to investigate incidents that rise to the legal definitions of discrimination, hate, and harassment, including Title IX, Hate Crimes, or violations of state and federal discrimination laws. These are distinguished from investigations that fall below legal definitions, where ARC normally resides. In more serious cases, such as Title VI, VII, and IX, ARC follows the Code of Student Conduct as well as the Faculty and Employee Handbooks to address issues appropriately. In all cases, ARC is restorative in nature. Bringing the community together during and after conflict, whether incidents rise to legal definitions or not, helps those involved potentially heal and restore relationships.

## Key Definitions and Concepts

The term *conflict* is broadly used to describe the incidents being reported. As noted, some conflicts refer to our interactions in everyday community living while others refer to more serious or concerning levels of conflict that reach legal definitions. *Conflict* refers to the disagreements and incapacities that emerge among persons or groups. Yet, at times, such conflict can be mired in social justice issues related to social group memberships and social structures (religion, national origin, disability, race, class, culture, sex, or sexuality). These conflicts can harm people and disrupt communities. We use the term *conflict* to capture a variety of interactions, an umbrella concept that can range from everyday interactions (disagreements) to bias incidents, sexual harassment, or hate crimes. Here are some basic terms that anyone submitting an ARC report should distinguish:

**Disagreements** refer to the everyday encounters people or groups can have with each other. These are based on perceived differences of opinion, experiences, or perspectives and can happen in and out of the classroom. These are encouraged to be resolved on the individual level without the need for ARC.

**Complaints** are made when a community member (student, faculty, or staff) becomes aware of or believes they have been subjected to discrimination or harassment. Complaints are submitted directly to Human Resources. ARC can also be an avenue to report concerning conflicts, such as bias incidents; but complaints are referred to HR.

**Grievances** occur when employees, including students, express disagreement with colleagues, supervisors, or institutional policies. These are encouraged to be worked out on an informal basis. Students can also file grievances when they are dissatisfied with academic related issues (classroom policies, grade change). The steps to resolve grievances are outlined in the Academic Catalogue.

Disagreements, complaints, and grievances are part of university and organization life. In some cases, these can be resolved informally while in others more formal steps and procedures are required. When conflict escalates from the everyday interaction of disagreements to grievances that involve discrimination and other serious behaviors, it is helpful to be aware of the following terms to help determine the content of the conflict:

**Prejudices** are the learned prejudgments towards others and refer to our internal thoughts, feelings, attitudes, and assumptions based on cultural identities to which individuals belong.

**Bias** refers to a tendency to favor a particular perspective, idea, or outcome, often in a way that is prejudiced. *Implicit bias* refers to the attitudes or stereotypes that affect our understanding, actions, and decisions in an unconscious manner. These biases, which encompass both favorable and unfavorable assessments, are activated involuntarily and without an individual's awareness or intentional control.

**Discrimination** refers to actions based on prejudices towards others. This happens when we act on our prejudices, such as ignoring, avoiding, excluding, ridiculing, slandering, threatening, or committing violence against other groups.

**Protected classes** encompass several characteristics, including race, color, national origin, religion, sex, gender identity, gender expression, sexual orientation, veteran or military status, disability, and use of a service animal. Other protected classes include age, marital status, citizenship, or immigration status.

The ARC Reporting System distinguishes between levels of conflict. At times, some reports will reflect everyday disagreements, while others will be better categorized as grievances. In some cases, the report will rise to a level of concern that involves explicit or implicit bias related to a protected class, in which case certain actions will be taken to ensure the matter is resolved. In a few cases, the report will rise to the level of serious legal definitions, such as discrimination or harassment. ARC considers all reports and carefully discerns what pathway an investigation, if necessary, should take. The path takes one of three directions:

**Bias Incident** refers to any hostile expression or behavior, either implicitly or explicitly, that targets individuals or groups based on their actual or perceived protected characteristics. These incidents do not necessarily involve criminal activity; yet they cause disruption between and among community members. This includes disrespecting the dignity of the person and rupturing community living.

**Hate crime** is a criminal offense, like assault or vandalism, that is motivated in whole or in part by the offender's bias against the victim's race, religion, disability, sexual orientation, ethnicity, gender, or gender identity. It's essentially a regular crime with an added element of prejudice.

**Title IX** violation refers to any instance of discrimination or harassment based on sex within an education program or activity that receives federal funding. This includes sexual harassment, sexual violence, and other forms of gender-based discrimination.

An ARC-related incident would not include everyday disagreements between persons and groups. These should be resolved without the aid of an ARC report. Grievances, too, should be resolved between student and professor, following the proper steps laid out in the Academic Catalogue. Complaints should be reported to HR. An ARC-related incident, then, would include more serious issues of conflict in or out of the classroom, particularly those involving bias, bigotry, prejudice, and discrimination related to a protected class but that does not rise to the level of legal concerns. The ARC Team will decide whether the report reflects everyday disagreements, complaints, and grievances or whether it necessitates some formal investigation to determine the appropriate level of conflict.

### **The ARC Reporting System**

The ARC Reporting System encourages students to submit an ARC Incident Report on the available link. This report can be anonymous. The report will be directed to and reviewed by the ARC Team. The team is chaired by the Chief Diversity Officer and includes representatives from the Office of Student Conduct and Conflict Resolution, Human Resources, Faculty, and the Office of Public Safety. The following senior-level administrative officers may also be notified depending on the nature of the report:

- Office of the President
- Provost
- Dean of Students
- Academic Deans
- Chairs and Directors of Academic Programs

The ARC involves multiple steps to assess and discern the proper path for each report. The process directs the report on two separate paths:

- (1) all ARC reports involving student to student conflict will be designated to the Division of Student Affairs and the Office of Student Conduct and Conflict Resolution;
- (2) all ARC reports involving students to faculty or staff will be handed over to Human Resources.



Here are the steps involved in reviewing and finalizing the ARC incident report:

**Step One:** An Incident report is received through an online reporting system or other reporting methods (staff, faculty, administrator, student).

**Step Two:** The report is reviewed by members of the ARC Team, at which point the team determines whether the report follows path (1) or (2) listed above.

**Step Three:** A response manager will contact and/or meet with the reporting party to offer resources and support and determine appropriate strategies.

**Step Four:** An incident related to Title IX will be addressed by Human Resources. Hate Crime incidents will be addressed by appropriate persons.

**Step Five:** All incidents related to (1) above will be followed up by the Office of Student Conduct and Conflict Resolution; all incidents related to (2) above will be followed up by HR.

**Step Six:** Investigations, if necessary, will be conducted by appropriately designated staff (Office of Public Safety, HR Staff, or Office of Student Conduct and Conflict Resolution).

**Step Seven:** The response manager will communicate with the reporting party and provide updates regarding the process and its resolution.

**Step Eight:** If possible, the ARC Team will advise restorative justice practices to be considered depending on the report and readiness of the parties involved.

## **6. EMPLOYEE BENEFITS**

This *Employee Handbook* does not contain the complete terms or conditions of any of the University's current benefit plans; it is intended only to provide summaries and general explanations. The complete terms and conditions of the employee benefit plans are contained in their respective plan documents and may be obtained from the Office of Human Resources. While the University has attempted to accurately reflect herein the terms of the applicable insurance plans, in an instance of a conflict between this manual and the applicable plan benefits, the insurance plan documents will govern.

The University reserves the right to amend or terminate any benefit program in the University's sole discretion, with or without advance notice.

### **6.1. Medical Insurance**

Effective the first of the month following their hire date (unless hired on the first working day of the month), all regular employees who work a minimum of twenty hours per week are eligible for medical benefits. Depending on the plan choice, the University pays the premium for employees. The employee is responsible for dependent premiums.

### **6.2. Voluntary Dental Insurance**

Effective the first of the month following their hire date (unless hired on the first working day of the month), all regular employees who work a minimum of twenty hours per week are eligible for dental benefits. The employee is responsible for premiums.

### **6.3. Life Insurance & Voluntary Life Insurance**

Effective the first of the month following their hire date (unless hired on the first working day of the month), all regular employees who work a minimum of twenty hours per week have life insurance equal to one times their annual salary. The University pays the entire premium. Employees have the option receiving additional life insurance coverage and/or coverage for their dependents, at their own expense, through the voluntary life policy.

### **6.4. Flexible Spending Plan**

Effective the first of the month following their hire date (unless hired on the first working day of the month), all regular employees who work a minimum of twenty hours per week are eligible to participate in the Flexible Spending Plan. The plan allows employees to pay group insurance premiums, out-of-pocket medical/dental and dependent care expenses with pre-tax dollars.

## **6.5. Employee Assistance Program (EAP)**

All regular employees and their household members are eligible for the Employee Assistance Program (EAP) to help with the everyday challenges of life that may affect their health, family life, and desire to excel at work. The program provides counseling sessions via telephone on issues including: relationship/marriage problems; stress/emotional issues; alcohol & drug dependency; life changes; and many other problems affecting employees and their families. Please contact the Office of Human Resources for more information.

## **6.6. Long-term Disability**

The University currently provides a fully paid Long-Term Disability (LTD) Insurance Policy to designated regular full- and part-time benefit eligible employees.

LTD provides monthly benefits which, combined with other state and federal benefits, replace a portion of income that is lost by insured employees who become disabled. Benefit coverage is twenty-four (24) hours, both on and off the job.

The Saint Martin's University LTD Policy defines disability as an inability, as a result of sickness, accidental bodily injury, or pregnancy, to perform the material duties of the employee's occupation. Covered employees may also be considered disabled if they are unable to earn more than 80% of the indexed pre-disability earnings.

The plan provides 60% of the first \$10,000 of the employee's monthly pre-disability earnings, reduced by deductible income, or a maximum of \$6,000 monthly before reduction by deductible income. Deductible income may include Social Security Disability and Retirement, Worker's Compensation, certain pension or retirement funds, and various other benefits for which insured employees or their dependents qualify. For example, if an insured employee whose maximum LTD benefit is \$3,333 also receives \$1,000/month from Social Security, the LTD benefit payable would be \$2,333 (\$3,333 minus \$1,000).

LTD benefit payments begin after the employee has been continuously disabled for a ninety (90) day benefit waiting period. If warranted LTD benefits are payable to age 65 (or beyond if the employee becomes disabled after age 62). The Saint Martin's University LTD Policy does not cover any disability caused or contributed to by (1) an intentionally self-inflicted injury, (2) war or an act of war, or (3) in the case of a pre-existing condition where benefit coverage has been in force less than twelve months.

### **Disability Defined**

Employees are considered disabled if they are unable, as a result of sickness, accidental bodily injury, or pregnancy, to perform the material duties of their own occupation; or, the inability to earn more than 80% of their indexed pre-disability earnings while working in their own occupation.

After benefits have been paid for twenty-four (24) months, the employee is considered disabled if they are unable to perform the material duties of any occupation for which they are reasonably fitted by education, training, and experience; or, the inability to earn more than 80% of their indexed pre-disability earnings while working in their own or any other occupation.

This summary is intended to highlight key points. A certificate of insurance is available to eligible employees which provide the detailed and controlling descriptions of this insurance.

### **6.7. COBRA: Continuation of Benefits**

Saint Martin's University offers eligible employees and their families a temporary extension of health coverage (called "continuation coverage") at their own expense at group rates in certain instances where coverage under the plan would otherwise end.

Employees who choose group health plan benefits (medical and/or dental) have a right to choose to continue coverage if they lose group health coverage because of a reduction in hours of employment or the termination of employment (for reasons other than the employee's gross misconduct).

Spouses of covered employees have a right to choose this continuation coverage for themselves if they lose group health coverage for any of the following four (4) reasons:

- a. the death of the employee's spouse;
- b. termination of the employee spouse's employment (for reasons other than gross misconduct) or reduction in the employee spouse's hours of employment;
- c. divorce or legal separation from the employee spouse; or
- d. the employee spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the University sponsored group health plan; he or she has the right to continuation of coverage if group health coverage under the plan is lost for any of the following five (5) reasons:

- a. the death of a parent;
- b. the termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the;
- c. parents' divorce or legal separation;
- d. a parent becomes eligible for Medicare; or
- e. the dependent ceases to be a "dependent child" under the group health plan.

Under COBRA, the employee or a family member has the responsibility to inform the Office of Human Resources of a divorce, legal separation, or a child losing dependent status under the group health plan. The University has the responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare eligibility. When one of these events has happened, the University will notify the employee or eligible family member of the right to

choose continuation coverage. Under COBRA, the employee or family member has sixty (60) days from later of the date they are provided notice or the date they would lose coverage because of one of the events described above to elect continuation of coverage. If the employee or family member does not elect continuation of coverage within the 60-day period, they forfeit their right to elect that coverage. Continuation of coverage is not effective until the employee or family member elects coverage, but, once elected, the coverage is retroactive to the date of the qualifying event.

The employee or family member must pay the designated premiums for their continuation coverage in a timely fashion. The initial COBRA premium must be paid within forty-five (45) days from the date of election of continuation coverage, and subsequent premiums must be paid on a monthly basis thereafter.

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement.

Continuation coverage will be terminated before the end of the maximum period if:

- the University no longer provides group health coverage to any of its employees,
- any required premium is not paid in full on time,
- a qualified beneficiary first becomes covered, after electing continuation coverage, under another group health plan that does not impose any preexisting condition exclusion for a preexisting condition of the qualified beneficiary,
- a qualified beneficiary first becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage,
- the beneficiary was divorced from a covered employee and subsequently remarried and is covered under the new spouse's group health plan.

The employee or family members do not have to show that they are insurable to choose continuation coverage, but they must be eligible for such coverage. The University reserves the right to retroactively terminate COBRA coverage if an individual is determined to be ineligible.

At the end of the COBRA continuation period, employees or eligible family members may be allowed to convert their group coverage to an individual policy if available.

Questions about COBRA, or notification of a change in marital status or a change of address for the employee or the employee's spouse, should be directed to the Office of Human Resources.

## **6.8. Saint Martin's 403(b) Retirement Plan**

Designated regular full- and part-time employees are eligible to participate in the Saint Martin's University ROTH and Defined Contribution Retirement Plan (the Plan).

Section 403(b) is the IRS Code which sets forth the rules for this type of Plan. Eligible employees begin participation and make contributions to the plan beginning on their date of hire. Employer contributions to the Plan begin on the date following completion of a twelve (12) month period which constitutes one (1) year of service at the and the attainment of age 21, or, if the newly hired employee is coming from another institution of higher education, employer contributions begin immediately.

Once eligible to participate, employees select investment funds and the University may contribute a percentage of the employee's eligible base annual earnings into the individual's fund account. Eligible base annual earnings are outlined in the retirement plan document.

Contributions, in keeping with the plan document, are made at the discretion of the University. Once this contribution transaction takes place, the funds are considered fully vested to the employee. Vested plan participants have a permanent right to the funds in their Plan account. When the employee retires, dies, or otherwise terminates his/her employment with the University, the entire value of the amounts which have accumulated are available for distribution. Distributions from the Plan will normally be subject to income taxes. In addition to the usual income tax, which would normally be payable on retirement distribution, a penalty tax applies to "early" withdrawals from the Plan. IRS considers any payment from a retirement plan as "early", except payments made (a) after age 59½, or for reasons of death or disability; (b) in the form of a life income; (c) upon retirement after age 55; or (d) in an amount not exceeding the participant's deductible medical expenses for the year.

The tax rules that govern payments from any retirement plan are very complex. Employees should consult their own tax adviser(s) before they decide when and how to withdraw these benefit monies. These rules are also subject to change.

Employees should contact the Office of Human Resources for information regarding the retirement plan.

## **6.9. Worker's Compensation**

Each employee is insured through the State Industrial Insurance program. This insurance covers on-the-job injuries and illnesses. It does not cover an employee while he/she is away from work (e.g. on sick leave, vacation leave or annual holiday) or while driving to or from work. Information on the reporting of workplace accidents or injuries can be found in under Emergency Response & Accident/Injury Reporting.

## **6.10. Tuition Remission & Tuition Exchange**

### **6.10.1. Tuition Remission**

Employees are eligible to participate in the Tuition Remission Program at the bachelors, masters and doctoral level after the completion of one (1) full year of service. Degree seeking employees must follow the regular university admission process. Courses may be taken at Saint Martin's University main campus, or at one of the extension centers if authorized by the Chief Academic Officer, during any semester/term. Employees will be asked to certify the status of financially dependent children who want to receive bachelors level tuition remission. The employee may be required to provide Form 1040 to verify the dependency status of family members. Tuition remission applies to all financially dependent children of University employees, including natural born, legally adopted and step-children.

Bachelor's level classes are non-taxable in all cases. Masters level classes are non-taxable up to a maximum annual benefit determined by the IRS (contact the Office of Human Resources for the current limit) or if the classes are deemed work related as defined by the IRS:

- The education is required by your employer or the law to keep your present salary, status, or job.
- The required education must serve a bona fide business purpose of your employer.
- The education maintains or improves skills needed in your present work.

However, even if the education meets one or all three of the above tests, it is not qualifying work-related education if it:

- Is needed to meet the minimum educational requirements of your present trade or business, or
- Is part of a program of study that will qualify you for a new trade or business.

Employees requesting that their course be work related must attach a brief written statement to their tuition remission form explaining how the course meets one or more of the three criteria. The Office of Human Resources will evaluate each course and the employee's statement to determine if the course is work related under IRS guidelines.

### **Bachelors and Masters Level Tuition Remission**

Full-time employee participation is limited to two courses (six credits), and if desired, one online course per semester. Fall & Spring semesters are equivalent to Terms I - II and III - IV. Summer session is from May - August and equivalent to Term V.

### **Spouse and Dependent Bachelor's Level Tuition Remission**

Spouses and financially dependent children (per IRS requirement for dependency) are eligible for bachelor's level tuition remission after the completion of one (1) full year of service. Spouses and financially dependent children of employees may take up to 18 credits per semester.

**\*\*Note:** Eligible dependent is defined as all natural, step children and legally adopted children, under the age of 25, provided that financial dependence on the parents can be demonstrated. Ordinarily, children meeting the IRS requirement for dependency will qualify as financially dependent under this plan.

### Spouse Masters Level Tuition Remission

The spouse of a full-time employee is eligible for taxable master's level tuition remission after the completion of one (1) full year of service. Spouses may take up to 18 credits per semester. Financially dependent children are not eligible for master's level tuition remission.

### Regular Part-time Employee Bachelors and Masters Level Tuition Remission

Benefit eligible employees scheduled to work a minimum 20 hours per week (1040 annual hours) but less than 40 hours per week (2080 annual hours) are eligible for bachelor and masters level tuition remission benefits. Part-time employee participation is limited to six 3-credit hours per semester. Spouses and their financially dependent children may take up to 6 credit hour course per semester. Financially dependent children are not eligible for masters level tuition remission.

### **Adjunct Faculty Bachelors & Masters Tuition Remission**

Adjunct faculty includes those hired on a course-by-course basis. Adjunct faculty are eligible for tuition remission after the completion of five (5) years of teaching at SMU. Adjunct faculty must be teaching at minimum a 3-credit course during the session they wish to take a course. Courses taken can be at the bachelors or master's level. The course must be related to their teaching discipline, approved by the appropriate Dean and the adjunct faculty member needs to meet the admissions requirements. Spouses and financially dependent children of adjunct faculty are not eligible for tuition remission.

### **Doctoral Tuition Discount**

In limited cases, full-time benefit eligible employees of the University may be eligible for a tuition discount at the University's doctoral level.

Only two employee doctoral students will be allowed the discounted rate in each annual cohort.

Those two employee doctoral students will also be limited to two courses (six credits per semester). Fall & Spring semesters are equivalent to Terms I - II and III - IV respectively at the military extension campuses. Summer session is from May - August and equivalent to Term V.



Class Level	Employee/student Category		Tuition Discount
PhD Coursework	Employee/Retiree	Full-time benefit eligible employee	50%
		Regular part-time employee	25%
		Adjunct faculty	10%
	Spouse, Qualified Domestic Partner, Child(ren)	Of a full-time benefit eligible employee	Not eligible
		Of a regular part-time employee	Not eligible
		Of an adjunct faculty	Not eligible

### Repayment Upon Early Departure from Doctoral Program or Saint Martin's University

Employees receiving doctoral tuition dollars, make a commitment of two years of employment following receipt of tuition; should they leave Saint Martin's prior to that two-year period, they will repay the tuition received.

Spouses and financially dependent children of adjunct faculty and regular full/part-time employee are not eligible for doctoral program tuition discount.

### **Eligibility**

Eligibility for tuition remission is based strictly on the employee's date of hire, subsequent anniversary dates, and FTE status. Employees must remain in a regular employment status for at least one-half of the semester in order to maintain eligibility for tuition remission for the remainder of that semester for themselves, their spouses and their financially dependent children.

### **Admission on a Space Available Basis**

Recipients of the tuition remission benefit are admitted into courses on a space available basis as determined on the first day of a course.

The University reserves the right to cancel any course which does not enroll a sufficient number of regular, tuition-paying students, in accordance with University practice.

### **Conflicts with Work Schedules**

With supervisor approval, tuition remission is granted with the understanding that class and study hours should not conflict with an employee's regular work schedule. Time spent in classes during regular work hours must be made up by adjusting work schedules. A maximum of four (4) credit hours per semester may be taken during regular working hours with the prior approval of the supervisor and executive administrator. It shall not be considered time worked for the purpose of calculating overtime pay.

## **Tuition Remission upon Death, Disability or Retirement**

If an employee, regular full-time or regular part-time, has worked for the University for ten (10) years or more and dies or becomes totally disabled during the time he/she is employed by the University, the employee, his/her spouse and his/her financially dependent children will be eligible for tuition remission rights that the employee qualified for at the time of death or disability. Tuition remission is also extended to employees who retire from the University in accordance with the University's retirement plan, as well as the spouse and financially dependent children of the retired employee.

- a) The age of retirement shall be age 55 or later.
- b) The employee shall have been a regular University employee for a period of at least ten continuous years prior to retirement.
- c) This benefit shall be for the employee as well as the employee's spouse and dependent children on the date of retirement.
- d) Financially dependent children are eligible for bachelor's level tuition remission only.
- e) Spouses are not eligible for doctoral level tuition remission.

## **Prerequisites, Coverage & Application Procedures**

Employees, their spouses and their children must meet the University admission requirements and any course prerequisites. Tuition Remission does not cover registration fees and other non-tuition type fees, such as application fees, lab fees, books, room and board charges, etc. Tuition Remission does not apply to non-credit, remedial or continuing education classes (except as provided above for courses directly related to the employee's job). Employees, their spouses and their children are encouraged, but not required, to apply for financial aid through the University's Office of Student Financial Services if they intend to enroll half-time or more.

Employees, spouses or children of employees who wish to participate in this program may obtain a Tuition Remission form from either the human resources or the student accounts office. Once completed, Tuition Remission forms must be returned to Office of Human Resources no later than the last day of the add/drop period for the applicable semester. Late forms may result in loss of the benefit for the semester/term. Tuition remission cannot be approved retroactively for courses taken in the previous semesters when no tuition remission application was submitted. Unused tuition remission may not be carried forward and used in a following year. Tuition Remission is not transferable from one family member to another.

## **Breaks in Service**

Employees on University approved leave will continue to be eligible for tuition remission benefits. Employees who have at least five (5) years of full-time employment (or its equivalent for part-time employees) with the University and who voluntarily leave will have their tuition remission benefits put on hold for not more than one (1) year at the level of reduction achieved at the time employment ends. However, employees may only use this benefit if they return within that one (1) year period. If the employee returns within that one (1) year period, the benefits will continue as provided by this policy. If the employee does not return and is not otherwise eligible for continuation of this benefit, eligibility for the benefit will end.

*Disclaimer:* This policy supersedes all other tuition remission policies or procedures previously issued by the University, as well as any express or implied representations previously made by persons employed by the University. The University reserves the right, when faced with fiscal challenges, to modify the level of tuition assistance available to employees, their spouses, and their dependents under the Tuition Remission program.

### **6.10.2. Tuition Exchange**

Saint Martin's University participates in three Tuition Exchange Programs, they are:

Tuition Exchange, Inc.

1743 Connecticut Ave. NW

Washington DC 20009-1142

[www.tuitionexchange.org](http://www.tuitionexchange.org)

Phone: 202-518-0135

Fax: 202-518-0137

The Council of Independent Colleges (CIC)

One DuPont Circle, Suite 320

Washington DC 20036-1110

[www.cic.org](http://www.cic.org)

Phone: 202-466-7230

Fax: 202-466-7238

Catholic College Cooperative Tuition Exchange (CCCTE)

1235 University Blvd

Steubenville, OH 43952

[www.cccte.org](http://www.cccte.org)

These agencies offer scholarships to financially dependent children of Saint Martin's University employees, and in some cases employees, to attend participating private universities nationwide, subject to availability. The Tuition Exchange Program is managed by the Office of Human Resources.

It is anticipated that the SMU Tuition Exchange Program (TEP) will continue indefinitely, however, the University reserves the right to interpret, modify or discontinue it at any time. **It is also recognized that many of the criteria for tuition exchange scholarships are beyond the control of the University. Receipt of a scholarship, regardless of applicant qualification, is not assured or guaranteed.**

The TEP may be used for the first undergraduate degrees only and not for graduate study, non-degree studies or for a second under-graduate degree.

Children of eligible University employees must fully meet the regular admissions requirements of the institutions to which they apply. The responsibility for timely submission of all documents/materials/forms to the University's TEP Coordinator which are necessary for participation in the program rests with the eligible applicant. The decision to use the award must be made by May 15th of the year awarded.

The Tuition Exchange Program requires universities to maintain a balance between imports and exports. An employee-parent is not restricted to the quantity of children they may have participating in the TEP at any one time, unless the University is close to being out of balance. Restrictions apply only to new export commitments. The institution is required to honor all the export commitments it has already made for future years.

### Eligibility

To be eligible to participate on behalf of financially dependent children, employees must be either full-time ranked faculty, full-time ESL Instructors, or regular full-time staff who have completed one (1) full year of service with the University. The dependent student beneficiary must be in good academic standing (2.0/4.0 index) in order to be eligible for the TEP. A copy of the student's grade report prior to the award and at the end of each term during the span of the award must be submitted to TEP Coordinator in the Office of Human Resources.

Note: Eligible dependent is defined as all natural, step children and legally adopted children, under the age of 25, provided that financial dependence on the parents can be demonstrated. Ordinarily, children meeting the IRS requirement for dependency will qualify as financially dependent under this plan. In the event of the death of an eligible employee, children of the deceased may participate in the TEP.

Financially dependent children of eligible University employees who retire from the University in accordance with the University Retirement Plan retain the benefits of the TEP.

### Selection

If restrictions are necessary, participants will be selected as follows:

1. Selection of participants will be only one dependent per employee in the applicant pool.
2. Selection of participants will be based on the seniority their employee-parent-sponsor has with SMU. In situations where seniority is equal a final decision will be made by lottery.
3. Selection from the remaining applicants will be by lottery if the number of applicants still exceeds the available openings.
4. If the first recipient does not decide to use it by May 15th, the available slot will be offered to the next person with seniority. This second person has until July 15th to decide to use it before it is finally offered to the third person in line.

### Amount of Tuition Exchange Program Award

A TEP Scholarship generally covers full tuition at the host institution; not special fees, course overloads, or room and board charges.

#### **6.11. Brother Lawrence Vogel, O.S.B. Staff Development Program (Updated 2025)**

In keeping with our Catholic traditions and the Benedictine philosophy of education, the Brother Lawrence Vogel, O.S.B. Staff Professional Development Program (SPDP) and the Brother Lawrence Vogel, O.S.B. Staff Professional Development Fund (SPDF) provide support to non-faculty employees to increase the effectiveness of their performance in their present University positions, as well as to encourage employees to obtain skills, knowledge, and abilities, which may improve their opportunities for career advancement within the University. It is the belief of Saint Martin's University (SMU) leadership that professional development and continuous learning are necessary to maintain the quality of the University staff and their continued readiness and ability to contribute effectively to the mission and goals of the University.

#### Definitions

1. Position- or job-related programs are directly related to the work assignments or conditions of the employee's current position. For example, training in quality service skills is a position-related program for an employee whose current position includes customer service responsibilities.
2. Career-related programs are related to the development of skills, knowledge, and other qualifications which prepare an employee for additional assignments or positions within the University for which the employee, in the judgment of the supervisor and executive administrator, has some reasonable chance of attainment. For example, training in quality service skills is a career-related program for an employee whose current position does not include customer service responsibilities but who is interested in competing for future University job openings, which require customer service skills and knowledge.

#### What is the Award?

The award of up to \$1,500 per fiscal year is to supplement department training budgets or give staff without training dollars opportunities to grow professionally. Departments hosting in-house development events or providing development opportunities for all members of their department at once are eligible to be awarded funding of up to \$2000 per fiscal year to support the event. Awards are provided on a first come, first served basis and priority is given to first-time staff members. Applications or SPDF cannot roll over from one fiscal year to the next. At the SPDF budget manager's discretion, these amounts may exceed the standard allotment as listed above.

SPDF awards cannot be transferred.

Awards are distributed through budget transfer to the department and are contingent upon successful completion of the development activity and submission of the Staff Report form.

The SPDF funding period coincides with the July through June fiscal year. Applications are accepted until the first Friday in May for funding in the current fiscal year to coincide with the University's fiscal year end.

Funding budget transfers must be completed by May 31 of any given fiscal year. Funding is available at the

discretion of Saint Martin's University and the University reserves the right to make changes at any time.

#### Who is Eligible?

All benefit-eligible non-faculty staff who have completed 12 months of employment are eligible to apply for SPDF. Eligibility for SPDF is separate from other employee benefits. Eligibility does not entitle recipients to other benefit programs. Previous funding does not imply and/or guarantee future funding. The following employees are not eligible for participation in the SPDP:

1. Staff designated as "temporary" or "one-year appointments"
2. Staff working under contract

#### What Activities Are Eligible?

The SPDF supports staff as they develop professionally in areas directly relating to their current employment responsibilities.

The SPDF makes available funds for the purpose of supporting staff participation in on- or off-campus professional development programs.

The SPDF is intended for:

- Supplementing department training budgets for staff or giving staff from departments without training dollars the opportunity to grow and develop.
- Maintaining and developing professional expertise relating to the employee's current position and role at the University. Activities may include attending conferences, seminars, trainings, workshops, teleconferences, or webinars.
- Materials/resources to support events above relating to the employee's current position and role at the University. Materials/resources may include conference presentation materials, book stipend for continued education program(s), and workshop engagement.
- Developing knowledge and skills related to acting as a member of an ethnically and culturally diverse University community and workforce in an inclusive and respectful manner, knowledge and skills in recognizing and responding effectively to discrimination and harassment.
- Developing knowledge and skills in the use of technology to increase the efficiency and effectiveness of the University's business and/or educational practices.
- Participation in any other activities as agreed upon by the employee, supervisor, and executive administrator that support the mission of Saint Martin's University and student success.

The SPDF is not intended for:

- Staff in departments with adequate training budgets and resources
- Expenses associated with activities that do not support the mission of the University
- Expenses that do not relate directly to current job responsibilities
- Tuition & fees
- Stand-alone certification exams
- Annual certification/licensure fees
- Stand-alone membership fees for associations/organizations/clubs
- Retroactive reimbursement for events or activities

#### Who Approves Awards?

The SPDF is administered by the Saint Martin's University Staff Welfare Committee (SWC) in conjunction with the Associate Vice President of Human Resources (AVP-HR). The SWC will review applications and provide their decision to the AVP. The AVP-HR, who serves as budget manager for the SPDF, will confirm staff eligibility for awards and will review the SWC decision for each applicant.

SPDF award approval criteria include, but is not limited to, the following:

- Employment status and standing.
- Contribution to the employee's position or role and mission of SMU.
- The number of requests from that department and the dollar amount already awarded to its employees does not seem excessive relative to similar departments.
- Whether or not an employee will be reimbursed/paid for presenting/moderating an event.

#### What is the Application Process?

The applicant will need to allow at least 60 days from the time the application is submitted to the time for registration or travel.

1. Prior to attending the event the staff member completes and submits the online SPDF Request Form, include all back-up documents (supporting documentation consists of information about the conference, meeting, or seminar for which funds are requested, preferably something from the host company or agency), departmental budgetary contribution and approval signatures.
2. The SWC reviews requests based on the eligibility and awarding criteria.
3. The SWC forwards SPDF request forms to the AVP-HR unranked with only the reference as to whether or not the request meets eligibility criteria. The SWC approves or denies request, sends initial decision to the AVP-HR, and then notifies the staff member. (NOTE: The SWC and the AVP-HR will not attempt to dictate what might be appropriate training for any staff member but will deny funds for functions that are blatantly non-career, not job-related based. The AVP-HR reserves the right to disqualify or deny an application for funds should it be known that the staff member is leaving Saint Martin's University.)
4. Upon approval of the request, the AVP-HR will transfer the SPDF award amount to the designated departmental budget account. If final expenses exceed the approved SPDF award, the amount in excess is to be covered by the departmental budget.

5. Within thirty (30) calendar days of completion of the event, the staff member must: provide verification of attendance (i.e. program, name badge, certificate, etc...), short paragraph of key takeaways/highlights, which is then submitted to both the Office of Human Resources and the SWC Chair. The report is required for future consideration of SPDF requests.

Staff members must notify AVP-HR, as soon as possible, if they are unable to participate in the development activity as planned.

## **6.12. Miscellaneous Benefits**

**Bookstore Discount:** Employees are entitled to a discount at the University Bookstore.

**Check Cashing:** Employees may cash personal checks in the Student Financial Services Office for not more than \$50. No two-party checks will be accepted.

**Parking:** Employees may park a motor vehicle on campus, provided they register the vehicle and obtain a numbered permit through the Office of Public Safety. The permit must be displayed visibly. All employees are requested to park in the spaces designated for employees. Violators of the parking provisions will be ticketed and a fine may be assessed. Violations can result in towing and/or corrective action. There is currently no annual charge to employees for parking on campus.

- There is to be no double parking, parking in driveways, at entrances, in fire lanes, on crosswalks or curb lawns.
- Motorcycles are to be parked only in the parking lots. Fire regulations prohibit their being parked near buildings (on sidewalks, under porticos, etc.)
- All vehicles illegally parked will be towed at the owner's expense.
- Parking fines are payable in the Student Financial Services Office within one week.

**Facility Use:** All employees and their dependents who possess a current University Identification Card may make use of intramural facilities and the Library.

**Campus Events:** Whenever possible, admission to campus events will be offered free or at a reduced rate.

**Food Service:** Food service is available in the student cafeteria and deli for purchase.

**Computer Center:** Employees are entitled to use of the University Computer Center on a space available basis. Use of a laser printer is available at nominal cost.

**Library & Media Center:** Employees are entitled to use of library facilities, including books, reference materials, periodicals and study areas during library hours. Use of the Media Center, including use of the copy center and FAX-machine, is available at nominal cost.



Travel: Employees may receive travel expenses for officially approved trips. Mileage for official trips will be reimbursed at a rate set by the Chief Financial Officer. Mileage must receive prior approval by the appropriate supervisor and claims must be submitted on approved expense report forms.

Seminars: Professional development seminars may be paid if prior approval is received from the employee's supervisor and the unit budget manager.

## 7. LEAVES WITH PAY

### 7.1. Holidays

8. A list of University holidays is published during the month of September each year. The following paid holidays will be observed for employees on the main campus:
- 9.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Saint Benedict's Day	March 21st, unless there is notification of a change by the Abbey
Good Friday and Easter Monday	2 days
Memorial Day	last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Saint Martin's Day/Veterans' Day	November 11th - 1 day
Thanksgiving	4th Thursday & Friday in November
Christmas December 25	3 days (Christmas Eve, Christmas Day, the day after Christmas) to be determined annually to include Christmas Day
Christmas/New Year Holiday	At the discretion of the University President, additional days may be gifted to employees. The President will determine which days during week of Christmas through New Year's Day will be gifted.

If a holiday falls on a Saturday, the University will observe the paid holiday on the preceding Friday; if it falls on a Sunday, the University will observe the paid holiday on the following Monday. Religious holidays will be observed on the dates specified by Saint Martin's Abbey. Holidays that fall on a weekend are not paid holidays unless the supervisor approves the employee to work that day. Employees required to work on a holiday will follow the University's Campus Closure policy. Saint Benedict's Day is not a paid holiday if it falls on a weekend. Periodically Saint Benedict's Day needs to be observed on a different day, depending on when Easter falls. According to the Church, no holiday can be celebrated the week before or the week after Easter.

Employees at the military extension extended learning campus receive all Federal holidays in the same manner as Federal employees. These may differ from those given to employees on the main campus. Saint Martin's University employees who work at extension sites located on other college and university campuses will adhere to the other college/university's holidays.

All regular status employees will be paid for these holidays as if they were regular working days. If the holiday falls within a staff employee's approved vacation period, the staff employee will not be charged for a vacation day.

### **9.1. Bereavement Leave**

Regular, full-time and part-time employees who have successfully completed their trial period are eligible for bereavement leave.

In the event a member of an employee's immediate family and/or relative dies, i.e., child, step-child, grandchild, spouse/domestic partner, parent step/in-law, grandparent (in-law), the employee may be granted up to five (5) working days of leave as determined by the supervisor and depending on the distance the employee must travel and the amount of responsibility they must assume.

Bereavement leave is not deducted from sick leave or vacation leave. If more time is required, sick leave, vacation, or leave without pay may be taken as needed. The University reserves the right to limit the number of leave without pay days if the absence negatively affects the operations of the University. Dates of absence should be reported on the monthly online time sheet, authorized by the supervisor and submitted to the Finance Office by the monthly due dates. To ensure accurate and timely payroll processing, it is critical that this information be sent on time.

### **9.2. Personal Days**

The privilege of receiving 3 personal days each fiscal year is provided to all regular status staff members and is prorated based on the first-year employment start date.

Hired (Schedule for first year of employment):

Jul/ Aug/Sept:	3 days first yr.
Oct/Nov/Dec:	2 days first yr.
Jan/Feb/Mar:	1 day first yr.
Apr/May/Jun:	None first yr.

Thereafter, 3 days each year are granted during the fiscal year (July 1 through June 30) and cannot be carried forward. Personal holidays must be used in full day increments and are not cashed out at termination.

### 9.3. Vacation Leave

Vacation leave, while seen as a benefit, is in actuality a privilege. The primary purpose of vacations is to give time to rest and relax or to take care of personal or family business, appointments, volunteerism, and other activities of the employee's choice. Saint Martin's University encourages use of vacation time and it is the expectation that employees will use all of their accrued time within each fiscal year (July 1 through June 30). Employees accruing vacation time may carry over no more than 2 weeks (80 hours for a full-time employee working 40 hours per week). Unused accumulated hours over 2 weeks (80 hours for a full-time employee working 40 hours per week) will be forfeited annually on June 30<sup>th</sup> (the end of each fiscal year) so that the vacation hour balance is at 80 hours or on July 1. The policy regarding the forfeiture of unused vacation hours will be reevaluated annually.

Staff members must schedule their vacation with their immediate supervisor and receive approval prior to taking vacation leave. The supervisor and/or the University reserves the right to deny any vacation request.

The following are vacation accrual rates for designated regular status staff working a 40-hour workweek:

YEARS OF SERVICE	ANNUAL ACCRUAL LIMIT
1st and 2nd Year of Continuous Employment	6.67 Hours Per Month 10 Days Per Year Equivalent
3rd -10th Year of Continuous Employment	10.0 Hours Per Month 15 Days Per Year Equivalent
After 10 Years of Continuous Employment	13.33 Hours Per Month 20 Days Per Year Equivalent
Designated regular part-time staff regularly scheduled to work more than 20 hours per week and less than full-time accrue vacation hours on a pro-rata basis.	

Vacation time shall begin to accrue the 1<sup>st</sup> of the month following the date of hire unless hired on the 1st working day of the month, and then the accrual is effective immediately.

There is no provision for pay in lieu of earned vacation except at termination. The maximum amount of accrued vacation leave that can be cashed out is the annual accrual limit for those employees on a forty (40) hour work week arrangement; prorated for staff now working 40 hours per week. Staff members do not accumulate vacation time while on leave of absence. The records in the Finance Office are the only official basis on which vacation leave may be granted.

Staff members who transfer from one department to another take their balance of unused vacation leave with them. Staff within their trial period and/or who terminate before completing (6) months employment will not receive vacation accrual payout at termination.

#### **9.4. Saint Martin's University Paid Family & Medical Leave**

The benefit outlined in this policy pertain to staff employees only, faculty family & medical leave benefits are outlined in the Faculty Handbook & Bylaws. The policy and procedure for the SMU Family Medical Leave benefit will follow the same procedures and qualifying event criteria as described in this Handbook under the Federal Family Medical Leave Act ("FMLA").

Benefits-eligible staff receive 100 percent of regular pay during a family or medical leave of absence regardless of hire date or sick or vacation leave accrual balance. Staff employees may receive up to 12 weeks of paid leave during a 12-month period. For the purposes of this policy, the University will use a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Available leave is determined by subtracting the number of weeks of FMLA leave taken during this 12-month "look back" period from the 12-week total allowed. Staff employees keep their health insurance while on leave. If the staff member contributes to the cost of health insurance, that staff member must continue to pay their portion of the premium cost via payroll deduction while on leave.

##### **Requesting SMU Family Medical Leave**

Just like requesting leave under federal family & medical Leave (FMLA), a staff member must complete a leave request form and an FMLA Health Care Provider Certification form. These forms are available in the Office of Human Resources. These forms must be completed and returned to the Office of Human Resources within thirty (30) days as notice to the University when circumstances are foreseeable. Once received, the Office of Human Resources will verify the family or medical leave is a qualifying event and approve or deny the leave. If notice is foreseeable and is not given, the University reserves the right to deny the leave until the thirty (30) days' notice is given. Human Resources will respond in writing to all requests for family medical leave.

#### **9.5. Washington State Paid Family & Medical Leave**

WA State Paid Family and Medical Leave (WSPFML) is a mandatory statewide insurance program, administered by the Employment Security Department (ESD), that provides employees with paid time off to give or receive care.

Employees that qualify for this program will be allow to take up to 12 weeks leave if the employee:

- Welcomes a child into your family (through birth, adoption or foster placement)
- Experiences a serious illness or injury
- Needs to care for a seriously ill or injured relative (child, step-child, grandchild, spouse/domestic partner, parent step/in-law, grandparent (in-law)
- Needs time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment. For specifics on military-connected paid leave, visit [www.dol.gov/whd/regs/compliance/whdfs28mc.pdf](http://www.dol.gov/whd/regs/compliance/whdfs28mc.pdf)

Employees facing multiple events in a year might be eligible to receive up to 16 weeks, and up to 18 weeks if an employee experiences a serious health condition during pregnancy that results in incapacity.

#### Payment of premiums

The insurance program is funded by premiums paid by both employees and employers through payroll taxes.

#### To qualify for leave

To qualify for WSPFML an employee must have worked 820 hours or more in the qualifying period, in Washington State. The 820 hours are cumulative, regardless of the number of Washington State employers or jobs held during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work. The qualifying period is the first four of the last five completed calendar quarters starting from when benefits are claimed.

This benefit cannot be taken without a qualifying event. Leave events can be either family or medical.

#### *Family Leave Qualifying Events*

- Care and bond after a baby's birth or the placement of a child younger than 18
- Care for a family member experiencing an illness or medical event
- Certain military-connected events

#### *Medical Leave Qualifying Events*

- Care for yourself in relation to an illness or medical event

#### Providing Saint Martin's University notice of leave

If leave is foreseeable employees must provide the Office of Human Resources:

- a) At least thirty days' written notice before paid family or medical leave is to begin if the need for the leave is based on an expected birth, placement of a child, or planned medical treatment for a serious health condition.
- b) Written notice as soon as is practicable when thirty days' notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency.
- c) Written notice as soon as is practicable for foreseeable leave due to a qualifying military exigency, regardless of how far in advance such leave is foreseeable.

Whether paid family or medical leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but employees must inform the Office of Human Resources as soon as is practicable if dates of the scheduled leave change, are extended, or were initially unknown.

If leave is unforeseeable employees must provide the Office of Human Resources:

- a) Written notice as soon as is practicable under the facts and circumstances of the particular situation.
- b) If an employee is unable to provide notice personally, written notice may be given by another responsible party.

Leave notice must contain at least the anticipated timing and duration of the leave. Failure to provide proper notice will result in the denial of benefits for a period of time equal to the number of days that notice was insufficient. Example: If an employee should have provided thirty days' notice for a qualifying event the employee was aware of sixty days in advance, but instead the employee provided notice fifteen days prior to the scheduled leave, the department will deny paid family or medical leave benefits for fifteen days.

#### Applying for benefits

Employees file for benefits through the Washington State Employment Security Department. Employees can apply for paid family and/or medical leave benefits under the program by applying online or by contacting the paid family and medical leave customer care center by telephone.

Saint Martin's University will be notified by ESD of the employee's claim for leave. When the claim is approved the employee receives benefit payment, usually within 14 days of the application. Payments are made biweekly after the first payment.

#### Pay and benefits during leave

While on WSPFML the employee will be placed on an **unpaid** leave of absence; staff cannot use accrued leave to supplement State benefits. The employee will receive partial wage replacement from the State of Washington. Partial wage replacement means the receipt of a portion of the employees' average weekly pay. The benefit is generally up to 90 percent of the weekly wage, with a minimum of \$100 per week and a maximum of \$1,000 per week for 2020. The ESD determine benefit amount and will pay benefits directly to the employee on a bi-weekly basis.

Employees can keep their health insurance while on WSPFML. If an employee contributes to the cost of health insurance, that employee must continue to pay their portion of the premium cost while on leave. Employees may continue your monthly payments via credit/debit card held in the Office of Finance for payments. Retirement distributions and contributions will terminate. The University's obligations to maintain health benefits cease if employees fail to pay their share of premiums.

## Job restoration

Employees who return from leave will be restored to a same or equivalent job at Saint Martin's University if they have worked for SMU for at least 12 months and have worked 1,250 hours in the 12 months before taking leave.

### **9.6. Sick Leave**

This sick leave policy applies to regular benefit-eligible full and part-time staff employees. The purpose of the sick leave benefit is to provide for absences from work without loss of pay due to medical appointments, minor illnesses of the staff member or of a member of the staff member's immediate family. For the purposes of this policy, a designated family member include the staff member's child, including a biological or adopted child, step-child, foster child, de facto child, or ward of the student; the employee's legal spouse or registered domestic partner; the employee's parent, including a step-parent, legal guardian of the employee or de facto parent of the employee, or a parent of the staff member's spouse or registered domestic partner; a grandparent or grandchild; or a sibling of the employee. Staff members are responsible for reporting to their immediate supervisor as early as possible that they will be unable to report for work because of personal illness, injury, or illness in the immediate family.

Sick leave begins to accrue the 1<sup>st</sup> of the month following the hire date unless hired on the 1st working day of the month, and then it is effective immediately. All regular status staff, working a forty (40) hour workweek, earn eight (8) hours of sick leave for each month of employment. Regular part-time staff earn sick leave on a pro-rated basis.

Sick leave may be accumulated from year to year up to a maximum of 480 hours (60 days). Sick leave will be calculated and updated each at the end of each month. Sick leave may be taken in as little as 15-minute increments. The records in the Office of Finance are the only official basis on which sick leave with pay may be granted.

For any absence over three (3) days, the staff member may be required to provide the University with a physician's statement authorizing the return to work. Saint Martin's University reserves the right to require physician's authorization to return to work from staff member's physician or a physician selected by the University to determine an staff member's capability of returning to work. The University will pay the cost of any required examination by a University selected physician.

For any period of absence resulting from major illness or injury covered under family or medical leave requiring extensive leave, please review the federal FMLA, Saint Martin's and the Washington State Paid Family and Medical Leave policies in this Handbook..

If a staff member transfers from one department to another, the staff member takes any balance of unused sick leave with him or her. This does not apply to transfers of employees of St. Martin's Abbey who are not paid through Saint Martin's University.



### **7.5.2 Paid Sick Leave for Temporary Hourly and Student Employees**

The university provides paid sick leave to non-exempt and non-benefit eligible student and temporary hourly employees in accordance with the terms of this policy and applicable law.

Paid sick leave may be utilized for the following reasons:

- Leave for the employee's illness, injury or medical condition or for medical treatment or care.
- To provide care to a designated family member of the employee with an illness, injury or medical condition or who needs preventative medical care or treatment. For the use of paid sick leave for an employee's family member, family member is defined as:
  - A child;
    - Including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status
  - A parent;
    - Including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
  - A spouse;
  - A registered domestic partner;
  - A grandparent;
  - A grandchild; or
  - A sibling.
- For leave related to domestic violence, sexual assault or stalking affecting the employee or the employee's family or household member. Employees may use their accrued, unused paid sick leave to:
  - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
  - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
  - Attend health care treatment for a victim who is the employee's family member;
  - Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
  - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.

- Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
  - Any individual whose relationship to the employee can be classified as a child, spouse, domestic partner, parent, parent-in-law, grandparent, a person a staff member is dating, or the child, parent or grandparent of a staff member's spouse or domestic partner.
- When an employee's place of employment or employee's child's school or place of care has been closed for a health-related reason, not including inclement weather.

### Accrual and Carry-Over of Sick Leave

Employees accrue sick leave at a rate of one hour for each 40 hours worked. Paid sick leave does not accrue on hours paid while employees are not working, such as during the use of paid sick leave and any other time off work.

Employees begin to accrue sick leave on the first day of employment, and may begin using accrued sick leave on the 90th calendar day after employment commences. Employees are eligible to carry-over up to 40 hours of accrued sick leave into the following fiscal year. The university's fiscal year runs from July 1 through June 30.

Employees are required to record the use of sick leave on their automated timecard. Sick leave may be recorded in increments of 15 minutes.

Paid sick leave will be compensated at a employee's regular rate of pay, and employees will be able to view their current paid sick leave balance available for use, as well as the amount of paid sick leave accrued and used since the last paid sick leave notification in the automated time & attendance module.

### Notice Requirements

For foreseeable leave, employees should provide at least 10 days advance notice to their supervisor of the need for planned leave. Reasonable notice can be given through the automated time & attendance module up to 30 days in advance using the calendar feature to submit a leave request. If there is need to give notice beyond 30 days notify the supervisor by other means of communication agreed upon (email, phone call, text, etc.) and submit a request through the timesheet module when the dates requested become available.

If the need for leave is unforeseeable, employees must provide notice as soon as possible to their supervisor before the start of their scheduled shift, unless it is not practicable to do so.

For any absence over three (3) days, the employee may be required to provide the University with a physician's statement authorizing the return to work. Saint Martin's University reserves the right to require physician's authorization to return to work from employee's physician or a physician selected by the University to determine an employee's capability of returning to work. The University will pay the cost of any required examination by a University selected physician.

#### Reinstatement of Accrued Sick Leave upon Rehire

The university does not compensate employees for unused sick leave at separation of employment. If an employee leaves university employment and is rehired in within 12 months (and has completed the 90-day requirement), the employee's accrued sick leave balance will be reinstated and the employee's previous period of employment will be used for determining the employee's eligibility to use sick leave. If an employee did not meet the 90-day requirement for the use of paid sick leave prior to separation, the previous period of time the employee worked for Saint Martin's University will count towards the 90 days for purposes of determining the employee's eligibility to use paid sick leave.

#### Retaliation Prohibited by Law

Saint Martin's University may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

The use of paid sick leave under the terms of this policy constitutes an excused absence and will not be the basis for any adverse employment action. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. If an employee feels they are being discriminated or retaliated against the employee is to contact the Office of Human Resources.

### **9.7. Campus Closure**

The University President, or authorized designee, will determine when conditions require suspension of all, or part of the University operations. Suspension of operations, or Campus Closure, may occur for severe inclement weather, mechanical or equipment failure, disaster or epidemic illness. This policy also covers non-emergency situations, such as decisions to close certain operations early in recognition of a holiday or for a particular event. Each employee is responsible for understanding his/her responsibilities during these situations. Questions regarding delayed or closed operations should be referred to the immediate supervisor for clarification.

Employees who work at the extension offices will follow the closure practices of the military or their respective campuses, not those of the University.

### **9.7.1. Notification Procedure**

Notice of suspended operation will be by one or more of the following methods:

- written internal communications via email & SMU Omnilert™ web-based unified emergency alert system, when advance notice permits,
- personal notice by the immediate supervisor, or
- announcements over the following radio/television stations:

Olympia:	KGY am 1240
Centralia/Chehalis:	KELA am 1470
Aberdeen:	KXRO am 1320
Tacoma/Seattle:	KIRO am 710
	KOMO am 1000
	KPLU fm 88.5
Seattle:	KIRO TV channel 7
	KOMO TV channel 4

A media announcement, which reports the cancellation of classes, does not necessarily mean that all operations are suspended.

### **9.7.2. Reporting to Work**

All staff employees are expected to report to work, as usual, unless it is specifically announced that the University is closed. If a staff employee is unable to report to work, he/she may request to use accrued time off. Leave requests of this sort must be made directly to the immediate supervisor, as early as possible, on the day of the emergency situation or the first day the campus re-opens.

### **9.7.3. Essential Personnel**

Certain positions will be designated as “Essential Personnel” or “Alternate Essential Personnel.” Essential or alternate status is determined and assigned to positions by the department head, in collaboration with the executive administrator.

Essential employee – One who has been designated as critical to the operation of the unit, whose presence is required regardless of the existence of an emergency condition, university and/or building(s) closure, canceling of classes, and whose absence from duty could endanger the safety and well-being of the campus population and/or facilities. Employees may be designated as essential on a situational basis, e.g., in the event of a snow emergency only, or in the event of a public health crisis. Depending on the nature of their work, essential employees may be required to report to work on campus or may be able to work from home.

Alternate essential employee – One who has been designated to serve as a back-up to an essential employee.

When a campus closure is announced, supervisors will determine which of their essential/alternate essential employees are required to work, their worksite (on campus or from home) and for how long. Supervisors should make every effort to minimize the number of staff members required to perform essential services on campus during a closure. When called upon, employees in these classifications must fulfill their duties during a closure in order to (1) ensure the continuation of critical University operations; (2) attend to the needs of students and other members of the Saint Martin's community; and (3) protect the University's property/assets.

Essential employees may be asked and/or required to perform jobs or duties that fall outside of their normal job classification during an emergency event.

If a designated essential employee is unable to report to work, he/she must notify their supervisor immediately so alternative coverage arrangements can be made. Essential employees must use their best judgment to determine their own safety when traveling to and from work. Absences by essential employees who are required to report to work may be reviewed on a case by case basis in consultation with the employee's supervisor, executive administrator and/or the Office of Human Resources.

Departments with essential personnel include but are not limited to: (Specific positions to be determined by executive administrator):

- Campus Public Safety
- Finance
- Facilities & Maintenance
- Event Services
- Library
- IT/MIS
- Student Affairs
- Others to be determined by the appropriate department head and/or the Campus Emergency Management Team in accordance with the nature of the emergency.

#### **9.7.4. Pay During Closure**

Exempt employees will receive their regular pay consistent with their annual salary. If exempt employees are designated essential personnel and are required to work on campus during a closure they may arrange with their supervisor for a day off after the closure.

Non-exempt employees will be paid their regular wages when the University is closed to students and all employees. Designated non-exempt essential personnel who are required to work on campus during a closure will be paid straight time for all hours worked during a closure in addition to the wages they would normally receive had there been no closure. Paid holidays, vacation leave, sick leave, personal days and paid university closure days are not considered time physically worked for the purpose of calculating overtime. However, if the total hours worked are over 40 in the workweek all hours over 40 are paid at the overtime rate. (See Overtime Policy) Based on the needs of the University or the needs of a specific department, supervisors, in consultation with the employee, may modify the standard workweek within his or her respective area of responsibility in preparation for a University closure.

During a closure, it is likely that some employees may be required to work from home. Employees who receive approval by their supervisor to work from home will receive their normal wages had there been no closure and will not receive extra pay.

#### **9.8. Heat Waves**

Heat waves can be treated as any other kind of hazardous weather and the guidelines above apply. However, aspects of University life that must be carried on despite the weather will include maintaining a sufficient number of employees on campus to take care of students and program commitments.

When the weather remains very hot and humid for several days, supervisors should use their judgment about allowing employees to take their work to an air-conditioned location, to change the work assignment planned for that day, or to leave work early.

#### **9.9. Jury Duty & Court Subpoena, Witness Testimony Leave**

Saint Martin's University encourages participating in our judicial system and supervisors will grant a leave of absence with pay, for a necessary period, to an employee who has been summoned to fulfill their civic duty.

### **9.9.1. Jury Duty**

Only in exceptional circumstances will the University request that an employee be excused from jury duty.

The employee must:

- immediately notify the supervisor of the jury summons
- submit jury work slips to verify jury service
- periodically contact the supervisor if the service is prolonged, and
- return to work, if sufficient time remains in the workday, when presence as a juror is not required.

Employees receive regular pay while on jury duty and do not have to remit jury pay or mileage back to the University.

### **9.9.2. Court Subpoena & Witness Testimony**

An employee called upon for service as a subpoenaed witness, other than as a plaintiff or defendant, in a judicial or administrative proceeding, shall be granted leave with pay to perform such service unless:

- the testimony or evidence relates to or arises from the employee's commercial, business, or other personal matters, or,
- the testimony or evidence relates to the employee's own misconduct or unlawful conduct.

An employee who appears in court and provides testimony regarding the personal matters in points (1) and (2) listed above, or appears in court as a plaintiff or defendant, must use accrued vacation leave, personal days or take leave without pay.

## 10. LEAVES WITHOUT PAY

### 10.1. Leaves of Absence

In general, a leave of absence is considered a privilege (albeit personal hardships may be recognized) and in no instance is it granted automatically. Leave without pay must be negotiated with the staff member's supervisor and the Office of Human Resources. All regular staff are eligible for leave without pay for the following purposes, in addition to what is provided for under state and federal law:

- For sickness, maternity or childcare not covered under the provisions of the family leave policies. Any leave granted must be in accordance with University policies and guidelines and comply with state and federal law.
- For formal study which results in promoting the interests of the University, as well as the staff member's professional development interests, in the judgment of the supervising administrative officer.
- For any other reason determined to be at the convenience of the University in the judgment of the supervising administrative officer.

In general, any leave of absence lasting for a period of more than two (2) months will not be accompanied by any assurance of reinstatement in the original position. A leave of absence lasting more than five (5) months may not be accompanied by any assurance of rehiring by the University. If the staff member fails to return when the leave expires without an extension of leave being approved in advance by the staff member's supervisor and Office of Human Resources, then the staff member shall be considered to have voluntarily resigned and forfeited continuous service and benefits.

The staff member may continue their insurance benefits by assuming responsibility for the full payment of insurance premiums and administrative fee under COBRA. All premium payments must be made in advance. Non-payment of premiums will result in cancellation of the insurance after thirty (30) days. Employee benefits, including annual leave, holiday pay, and sick/emergency leave do not accrue during leave without pay.

The leave of absence without pay will not be interpreted as a break in service and the staff member will retain the same anniversary date, but leave of absence without pay is not time worked for salary purposes. **All accrued leave must be used prior to going on leave without pay.**

The staff member must, except in case of emergency, request through their supervisor any leave without pay thirty (30) working days in advance. The request must state the type of leave, the length of leave, the reason for leave and the return date. The staff member's supervisor will make a determination regarding the terms and conditions of reinstatement, if any.



## **10.2. Federal Family Medical Leave**

The University is required under the Federal Family Medical Leave Act (FMLA) to provide up to 12 weeks of unpaid leave to eligible employees upon the birth or adoption of a child, the placement of a child with the employee for adoption or foster care, a “serious health condition” of the employee’s, spouse, son, daughter, or parent, or a “serious health condition” of the employee. FMLA also covers “military caregivers” and allows an eligible employee who is the spouse, son, daughter, parent, or “next of kin” of a covered veteran with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave to provide care for the veteran.

FMLA will run concurrently to the SMU staff and faculty paid family & medical leave benefit.

### Eligibility

To qualify for FMLA benefits, an employee must have worked for the University for at least twelve months and for at least 1,250 hours during the previous twelve months. Paid absences (including Workers' Compensation or and other paid or unpaid time off) prior to taking approved FMLA, are not included in the 1,250 work hours referenced above.

For the purposes of this policy, the University will use a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Available leave is determined by subtracting the number of weeks of FMLA leave taken during this 12-month "look back" period from the 12-week total allowed.

### Definition of a Serious Health Condition

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 (inability to work) of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one 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.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain "qualifying exigencies." Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is:

1. a current 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; or
2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. (Note, the FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of serious health condition).

#### Where Both Spouses are Employees

If spouses are employed by the University, they are entitled only to an aggregated amount of twelve weeks' leave during a given twelve-month period unless it is one of the spouses who has a serious health condition and the other takes leave to care for him or her (or in cases where the leave is taken to care for a covered service member with a serious injury or illness).

#### When Leave Can be Taken Under FMLA

Parental leave must be taken within twelve (12) months of the birth or placement of the child. Leave for the birth of a child, or for the placement of an adopted or foster child, may not be taken intermittently or on a reduced leave schedule, unless mutually agreed to by the University and the employee.

However, leave on account of the serious illness of an employee, or the employee's child, spouse, or parent, may be taken intermittently or on a reduced leave schedule when medically necessary. When intermittent leave is based on planned medical treatments, the University can require the employee temporarily to transfer to an available alternate position for which the employee is qualified, provided the position has equivalent pay and benefits and better accommodates the employee's request for intermittent leave than the employee's usual position. An employee on an intermittent or reduced leave schedule is charged only for the hours of leave actually taken. Intermittent leave will not alter the exempt status of an employee covered by the Fair Labor Standards Act (FLSA).

#### Employee Benefits During FMLA and Job Restoration After FMLA

The taking of family or medical leave shall not result in the loss of any benefit, including health plan coverage or retirement rights, at the level and under the conditions that such benefits would have been provided if the employee had continued employment. However, if the employee voluntarily decides not to return to work at the expiration of the leave, the Federal Family and Medical Leave Act provide that the employee has to pay the University for premiums paid for insurance coverage during the leave period.

- a) Health Insurance: During an employee's FMLA, the University will maintain health insurance and other health related benefits on the same conditions as if the employee was working subject to applicable plan documents and law. If the employee wants benefits to continue during FMLA, he/she must continue to pay the share of the premiums for those benefits at the same contribution rate as if he/she were an active employee. (The employee must make payments for his or her share of the premiums on a monthly basis. The University's obligations to maintain health benefits cease if an employee fails to pay his/her share of premiums for which he/she is billed.)
- b) Accrual of Vacation, Personal and Sick Leave during FMLA: Consistent with the University's policy for all types of leave, employees will not accrue vacation or other benefits while on unpaid FMLA.
- c) Holidays during FMLA: Employees will not be paid for holidays that fall during FMLA unless the holiday falls on a day covered by accruals (i.e., vacation leave, sick leave or a personal day).
- d) Job Restoration: Most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms after FMLA.
- e) Benefits Accrued Before FMLA: Use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of the leave.
- f) Retirement Plans: FMLA will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in the University's retirement plans.

### How to Request Leave & Certification

An employee must provide 30 days advance notice to their supervisor of the need to take FMLA when the need for leave is foreseeable. When 30 days' notice is not possible, the employee must provide notice to their supervisor as soon as practicable and must comply with the University's normal call-in procedures.

Employees requesting FMLA will required to obtain and complete the FMLA forms and return them to the Office of Human Resources.

### Certification

FMLA requires an employee to provide a certification from a physician regarding the employee's or family member's health condition. The Certification Form can be obtained by contacting the Office of Human Resources. If the University doubts the validity of the certificate, the University can obtain a second opinion at its own expense. If a conflict exists between the certifications, a third health care provider, paid for by the University and jointly agreed to by the University and the employee has the final say. Also, at the University's expense, periodic reports on the health status and the employee's intent to return may be required at reasonable intervals.

Certification is adequate if it provides the date the condition commenced, the probable duration of the condition, appropriate medical facts concerning the condition, and, when care is for a family member, the need to have the employee assist in that care, and the estimated duration of the need. At the end of the leave, the University may require a medical clearance to return to work.

Upon the receipt of the Certification Form from the physician, the Chief Human Resource Officer, or designee, will inform the employee requesting FML whether he or she is eligible under FMLA, their rights and responsibilities and may request any additional needed information.

Consistent with the University's policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA leave:

- Engaging in fraud, misrepresentation or providing false information to the University or any health care provider.
- Having other employment during the leave, without prior written approval from the University.
- Failure to comply with the employee's obligations under this policy.
- Failure to timely return from the leave.

Employees who engage in conduct described above will be subject to loss of benefits, denial or termination of leave, and corrective action, up to and including termination.

#### Retaliation Prohibited

The University will not discharge or allow any discrimination or retaliation against an employee who exercises his or her rights to unpaid family and medical leave. If an employee believes that her/she has been or is being retaliated against that employee is to report their concern to the Office of Human Resources.

#### Washington State Military Family Leave

An employee whose spouse is a member of the United States armed forces (active duty), National Guard, or reserves who has been notified of an impending deployment or order to active duty, or who has been deployed and is on leave from deployment, may take a total of fifteen days of unpaid leave per deployment to spend time with his or her spouse. This leave may not be used after the deployment has ended.

Questions regarding FMLA should be directed to the Office of Human Resources.

### **10.3. Domestic Violence Leave**

The Violence Against Women Act of 2013 and Washington’s Domestic Violence Leave law allows victims of domestic violence, dating violence, sexual assault, or stalking to take reasonable leave from work to take care of legal or law enforcement needs and obtain health care. Family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help. This leave is unpaid, but the employee may use accrued vacation or personal days, if available, to cover all or any part of the leave. This leave is in addition to other rights to take leave available to employees.

Saint Martin’s University is committed to the safety and security of all employees and provides employees who become victims of domestic violence, dating violence, sexual assault, or stalking reasonable unpaid leave from work to take care of legal or law enforcement needs and obtain health care. Family members of a victim may also take reasonable unpaid leave to help the victim obtain treatment or seek help. Staff members may use accrued sick leave, vacation leave, or personal days in lieu of taking unpaid leave. Faculty should refer to the leave policies within *Faculty Handbook*.

In accordance with Washington State law and Saint Martin’s University will provide employees with leave for the following domestic violence situations:

- Seeking legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee’s family member;
- Seeking treatment by a health care professional for injuries (physical or mental) caused by domestic violence, sexual assault or stalking, or to attend to health care treatment of a family member;
- Obtaining or assisting a family member in obtaining services from a domestic violence shelter, rape crisis center or other social service program;
- Obtaining or assisting a family member in obtaining mental health counseling; or
- Participating in safety planning, temporary or permanent relocation, or other actions to increase the safety of the employee or the employee’s family member from future incidences of domestic violence, sexual assault or stalking.
- Testifying in a trial or hearing of domestic violence involving an immediate family member.

For the purposes of this policy, a “family member” includes, child, spouse, domestic partner, parent, parent-in-law, grandparent, a person a staff member is dating, or the child, parent or grandparent of a staff member’s spouse or domestic partner.

#### **Notice Requirements**

An employee desiring leave under this policy shall submit a written request to the Office of Human Resources five (5) days in advance of the first day of the employee’s desired leave. When advance notice is not possible because of an emergency or other unforeseen circumstances, the employee (or his or her designee) must give notice no later than the end of the first day the employee takes such leave.

After receiving the request, the Office of Human Resources will approve leave from work, intermittent leave, or leave on a reduced leave schedule for a duration of time reasonably necessary to carry out the stated reasons for the leave.

### Leave Options

At the time of notification, the employee shall specify in writing which of the following leave options are requested leave. If more than one of the following options is requested, the employee shall specify the exact number of days requested for each option. Leave options are:

1. Intermittent leave;
2. Leave on a reduced leave schedule;
3. Accumulated sick leave, vacation, or personal days;
4. Leave without pay; or
5. A combination of (1) and (2) and (3) and/or (4).

### Verification

An employee's request for leave must include verification that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and that leave was for one of the reasons set forth above. If verification is not immediately available, it should be provided within five (5) calendar days after the leave request, or as soon thereafter as it may be obtained.

An employee may satisfy the verification requirement by providing one or more of the following:

- Police report;
- Court order;
- Documentation from a victim's advocate, attorney, clergy member, or medical or other professional assisting the employee or family member;
- Written statement by the employee requesting the leave; and
- Verification of familial relationship if the leave is taken to assist the employee's family member. Family member means an employee's child, spouse, domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

### Confidentiality

The University shall maintain the confidentiality of all information provided by the employee under this policy, including the fact that the employee or the employee's family member is a victim of a domestic violence, sexual assault, or stalking, and any written or oral statement, documentation, record, or corroborating evidence provided by the employee.

Disclosure of information given by the employee may only be released by the University if: (1) requested or consented to by the employee; (2) ordered by a court or administrative agency; or (3) otherwise required by applicable federal or state law.

## Reinstatement

Upon return from leave, any regular, full time or part time employee shall be reinstated to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment providing the employee meets the minimum qualifications for the position. A temporary employee may be reinstated to the prior position held or an equivalent position if a position is available for which the temporary employee is qualified.

## Other Employee Rights

To the extent allowed by law, the University shall maintain coverage under any health insurance plan for an employee who takes leave under this policy. The coverage will be maintained for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had not taken the leave.

### **10.4. Military Leave**

Saint Martin's University will abide by all provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant military active duty and Reserve training 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 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. Employees who are reservists in any branch of the armed forces or members of the National Guard or State Guard will be granted time off for military training.

Military leave will be granted without pay for active duty call-up and mandatory training. Employees may use accumulated vacation or personal days for part or all of the leave period. Military leave should be requested in advance with appropriate documentation and coordinated with the employee's supervisor, unless such advance notice is impossible, unreasonable or precluded by military necessity.

An employee's benefit coverage will continue for leaves up to 31 days as long as the employee pays the normal employee portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue coverage at their own expense under COBRA.

Employees returning from military leave qualify for re-employment rights unless they have received a dishonorable or bad conduct discharge. Employees returning after less than 31 days of military service are entitled to return to their previous position on the next available work day after completion of their military duty. For periods of military service of 31 to 180 days, the employee should provide notice of their intent to seek reemployment within 14 days of completing service. For periods of military service of 181 days or more, the employee must reapply within 90 days of completing military service.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. For service periods of less than 90 days, the employee will be reinstated in their previous job. For service periods of 91 or more days, the employee will be reinstated in the same job or an equivalent job with similar seniority, status, and pay rate. Employees returning from military service of 181 days or more, have the right to continued employment for up to one year, except for termination for cause. For more information regarding Military Leave contact the Office of Human Resources.



## **11.EMPLOYEE RELATIONS**

Employee relations concerns among staff members, which are often the result of workplace conflict, usually fall into one of these areas: university policies, department policies or operations, distribution of duties, relationships with co-workers, relationships with supervisors, or legal compliance issues such as workplace harassment/discrimination. The Office of Human Resources is responsible for insuring that employee relations problems are addressed and that staff members receive answers to their questions. However, the actual resolution of any situation is normally the responsibility of the department management team. The Office of Human Resources works with staff and managers to find solutions which meet both staff member, the manager's/supervisor's and department needs, consistent with policy and legal requirements. Every attempt is made to find solutions which reflect Saint Martin's mission values of human dignity and justice.

Conflict resolution begins when the University becomes aware of employee relations issues or workplace conflicts. Staff members are first encouraged to bring their issues or concerns directly to their supervisor. Staff members may also request human resources' assistance at any time to accompany them through the process. More information can be found in the appendix under the Grievance Procedure.

The goals of this process are to:

- maintain confidentiality, sharing information only with those participating in decisions
- identify employee rights and responsibilities
- identify management rights and responsibilities
- insure compliance with applicable internal policies and legal requirements
- encourage open communication
- develop action plans to resolve problems (clarify problem or concern, identify involved parties and their roles in the solution, follow-up to evaluate resolution)

### Supervisor's Role

Supervisors are responsible for addressing employee relations or conflict issues within their areas and for responding to staff concerns or questions in a timely manner so that resolution is at the lowest possible level. A supervisor's involvement in and response to employee relations issues or conflicts should be consistent with University policy, mission and values. Supervisors may seek guidance from their executive administrator and/or the Office of Human Resources as appropriate, and monitor action plans to insure that resolution achieves desired results. Supervisors must balance staff needs with department requirements and the University's common good.

### Human Resources Role

The Office of Human Resources serve as facilitators of the conflict resolution process, bringing together (if appropriate) involved parties and others as appropriate to work toward resolution. The Office of Human Resources oversees the process to insure that staff and management receive answers to their questions and concerns.

It is not the Office of Human Resources' role to take sides in an issue, but rather to assist in interpreting the parties' positions as well as University policies and practices which affect the outcome. In its approach to employee relations issues, the Office of Human Resources balances the needs and desires of individuals (employees and University Leaders) with the University's common good. Specifically, the Office of Human Resources serves as a resource to staff in the following ways:

- help employees clarify problems or issues and how to present them to supervisors or managers;
- assist supervisors and managers to clarify performance standards and positively communicate them to their employees, including performance/conduct problems or deficiencies, and develop plans to help employees meet standards;
- clarify the University's expectations of the respective roles of managers and employees as vital contributors to the Saint Martin's community;
- interpret and explain personnel policies and practices;
- mediate conflicts or communication problems between or among individuals at their request; and
- address with University leadership unresolved conflicts or University policies/practices which contribute to employee relations issues.

### **11.1. Standards of Conduct**

Saint Martin's University expects all employees to comply with the expectations and responsibilities set forth in the *Employee Handbook* and to observe professional standards of behavior while at work and at University events.

Employees shall be responsible for ensuring that the conduct of any of their guests at a University sponsored function is respectful and not offensive. Employees who do not abide by these standards may receive counseling and/or corrective action as appropriate.

Listed below are some of the specific types of behavior and conduct the University considers inappropriate. Engaging in any of this conduct will cause the employee to be subject to corrective action, up to and including termination. This list contains examples only and is not all inclusive.

- Falsifying employment or other University records
- Violating the University's Anti-Harassment and Non-Discrimination policy
- Excessive or habitual absenteeism or tardiness
- Absence from work without good cause
- Failure to report to work for three consecutive business days without notifying supervisor or executive administrator
- Sleeping during working hours
- Violation of the University's Drug and Alcohol-Free Workplace policy.
- Fighting, or using abusive, threatening, or intimidating language or gestures
- Immoral or indecent conduct, including using foul or obscene language
- Mobbing: group behavior (e.g. "mobbing") which has a negative impact on the workplace and/or on others.

- Discourteous treatment, insolence or exploitation of monks, students, faculty, staff, or campus visitors that harms, intimidates, offends, degrades or humiliates an employee, possible in front of other employees, students or visitors.
- Using the employee's position at Saint Martin's University to publicly advocate for a position contrary to the tenets of the Catholic Church or to act in a manner that advocates for continued serious disrespect or disregard for the Catholic character or mission of the University.
- Conviction of a felony, or engaging in other conduct that is detrimental to the integrity of the University
- Deliberately disregarding University health or safety rules
- Driving University vehicles recklessly or negligently
- Failure to report an on the job injury or accident
- Possession of firearms, weapons, or explosives on University or Abbey property or while on University or Abbey business
- Insubordination, including the refusal to obey, or willful failure to carry out, legitimate instructions of supervisors or University administrators
- Stealing property from co-workers, students, or the University
- Misuse of University property, including intentional or negligent abuse or destruction of property
- Unauthorized purchase or transfer of University property
- Failure to maintain the confidentiality of University or student information
- Violating any University policies, including, but not limited to, the University's acceptable use policy, conflict of interest policy, or non-solicitation policy
- Professional dishonesty

If a staff member's performance, demeanor, overall attitude, conduct, or work habits become unsatisfactory in the judgment of the University, based on conduct listed above or other conduct in violation of University policies or practices or inconsistent with University standards and expectations, the employee will be subject to corrective action up to and including termination.

## **11.2. Corrective Action & Performance Improvement**

Saint Martin's University has established this Corrective Action & Performance Improvement Procedure to assist in the maintenance of acceptable, or required, standards of performance and conduct on the part of staff employees. It is understood that good staff conduct and acceptable performance is fundamental to the efficient, safe and orderly operation of the University. Discipline administered under this procedure by any management or supervisory employee should be commensurate with the offense and consistently applied. Managers/directors/supervisors are responsible for notifying their respective executive administrator and Human Resources prior to administering corrective action.

This policy does not alter an employee's at-will employment status and is not a promise of specific treatment in a specific situation.

## Conduct

Listed below are some of the specific types of behavior and conduct the University considers inappropriate. Engaging in any of this conduct will cause the staff member to be subject to corrective action, up to and including termination. This list contains examples only and is not all inclusive.

- Falsifying employment or other records;
- Violating the University's non-discrimination or harassment policies;
- Excessive or habitual absenteeism or tardiness;
- Absence from work without good cause;
- Sleeping during working hours;
- Violation of the University's Drug and Alcohol-Free Workplace policy;
- Fighting, or using abusive, threatening, or intimidating language or gestures
- Immoral or indecent conduct, including using foul or obscene language;
- Mobbing: group behavior (e.g. "mobbing") which has a negative impact on the workplace and/or on others.
- Discourteous treatment, insolence or exploitation of monks, students, faculty, staff, or campus visitors that harms, intimidates, offends, degrades or humiliates an employee, possible in front of other employees, students or visitors.
- Using the employee's position at Saint Martin's University to publicly advocate for a position contrary to the tenets of the Catholic Church or to act in a manner that advocates for continued serious disrespect or disregard for the Catholic character or mission of the University.
- Conviction of a felony, or engaging in other conduct that is detrimental to the integrity of the University;
- Deliberately disregarding University health or safety rules;
- Driving University vehicles recklessly or negligently;
- Failure to report an on the job injury or accident;
- Possession of firearms, weapons, or explosives on University or Abbey property or while on University or Abbey business;
- Insubordination, including the refusal to obey, or willful failure to carry out, legitimate instructions of supervisors or University administrators;
- Stealing property from co-workers, students, or the University;
- Misuse of University property, including intentional or negligent abuse or destruction of property;
- Unauthorized purchase or transfer of University property;
- Failure to maintain the confidentiality of University or student information;
- Violating any University policies, including, but not limited to, the University's acceptable use policy, conflict of interest policy, or non-solicitation policy;
- Dishonesty.

## Performance Improvement

If a staff member's performance, demeanor, overall attitude, conduct, or work habits become unsatisfactory in the judgment of the University, based on the conduct listed above or conduct in violation of any other University policies or practices, the employee will be subject to corrective action, up to and including termination.

Saint Martin's University values its staff and will make reasonable efforts, whenever possible, to avoid termination. Supervisors are encouraged to address performance issues as they arise before they become serious. The University believes that discipline generally should be corrective rather than punitive and should be appropriate to the performance issue in question.

Each disciplinary situation is different, and the University reserves the right to take whatever corrective action it feels appropriate in any given situation. The following options for corrective action are available:

- Notification of performance deficiencies or conduct issues;
- Supervisor coaching to encourage improved performance;
- Annual and/or special performance evaluations;
- Performance counseling;
- Performance improvement plan;
- Verbal warning;
- Written warning;
- Probation;
- Suspension;
- Termination.

## Documentation

Documentation is important at every stage of the corrective action and performance improvement process in order to demonstrate the performance or behavioral issue and justify the current and, if necessary, any future disciplinary actions. It is suggested that supervisors refer to the following guidelines when documenting.

### Documentation should:

- Be in writing;
- Be thoughtfully prepared and completed as close to an event as possible;
- Serve as an accurate statement of the problem;
- Be dated and signed by the author;
- Be noted as "Confidential";
- Contain all relevant and important facts without speculation;
- Be distributed only to administrators/offices with a need to know;
- Clearly identify the unmet performance expectation or misconduct using the performance/behavior improvement plan template;

- State when the problem was brought to the staff member's attention;
- Describe any previous counseling (verbal or in writing) or discipline given for related events;
- Report the staff member's response to the problem;
- Identify how the problem will be resolved and the timeline for addressing the problem
- Be shared with the staff member;
- Be kept in the supervisor's files, unless otherwise indicated by the Office of Human Resources.

Supervisors should contact the Office of Human Resources for additional information about how to properly document staff member's behavior and performance.

### Definitions

**Performance Improvement Plan:** A Performance Improvement Plan is a written tool available to supervisors for the purpose of (1) improving the performance or behavior of a staff member or (2) addressing performance discrepancies identified in the performance appraisal process.

**Suspension:** A Suspension removes the staff member from duty and pay status for a stated period of time. It may be imposed for disciplinary reasons such performance adversely impacting the operation or to conduct an investigation. If a staff member is suspended pending investigation, the suspension can be with pay and benefits remain in effect during a suspension.

Suspensions may be imposed immediately in case of serious misconduct or when the safety and security of the workplace must be protected. The staff member will receive written notice of the disciplinary suspension. The written notice should include:

- A review by the Chief Human Resource Officer
- The reason for suspension with specific times and dates of the occurrence
- The date and time the suspension begins
- The date and time the staff member is expected to return to work

A staff member who fails to return to work upon the expiration of suspension will be considered absent without approved leave (AWOL), which may result in termination.

**Disciplinary Suspension:** An interim action used to impress upon a staff member the seriousness of a violation or performance lapse without resorting to discharge. Disciplinary suspension is without pay, and for purposes of this policy, shall not exceed five working days without the prior specific approval of the Chief Human Resource Officer.

**Investigatory Suspension:** Investigatory suspension is not a disciplinary action. Investigatory suspension is administered when a staff member is under investigation either by the University or civil authorities for, or charged with, criminal activity, or who is alleged to have committed an offense which threatens the safety or health of another person, or an offense of sufficient magnitude that the consequence causes disruption of work. When considering an investigatory suspension, supervisors may (upon communication with the Office of Human Resources) immediately remove the staff member from duty and/or employment pending a full investigation of the circumstances. At the conclusion of the investigation, one of the following situations will apply:

- If the circumstances justify dismissal, the staff member is dismissed and the final paycheck is issued
- If the circumstances do not justify dismissal, but are of a serious nature justifying suspension, the staff member will serve a suspension without pay and will not accrue sick or annual leave for the month(s) in which the suspension occurred
- If the circumstances do not justify a suspension, the staff member is returned to the workplace, although other disciplinary action may be taken.

**Suspensions Not Upheld:** If investigation discloses that an investigative or disciplinary suspension is not justified, the suspended staff member shall be returned to duty immediately and paid any wages or accrued leave lost during the suspension. Further, all documentation relating to the suspension shall be removed from the staff member's personnel file.

Any corrective action should be taken after consulting with The Office of Human Resources. There are circumstances, however, in which termination is appropriate. Saint Martin's University expressly reserves the right to terminate any staff member for any reason in accordance with the University's at-will employment standard.

### **11.3.      Grievance Policy**

Saint Martin's University encourages the resolution of grievances on an informal basis whenever possible. Staff members should discuss the problem with his/her immediate supervisor. If a staff member does not feel comfortable reporting their concern to their supervisor, or for any reason, they have the option of reporting it to the next level administrator or to the Office of Human Resources.

Most grievances and on-the-job conflicts can be settled in conversation between the staff member and his/her supervisor. However, when a complaint cannot be resolved informally, the University provides for a formal review which will seek a fair and timely resolution. This shall serve as the primary University procedure for the resolution of job-related disputes. It is not intended to circumvent the normal channel of communications, nor to set aside the "open door policy" for employees established by supervisors and administrators.

Some complaints are not subject to this grievance procedure. Excluded from this policy are complaints concerning: (1) wages and salaries; (2) performance related dismissals during the trial service period; (3) dismissals of temporary employees; (4) terminations and layoffs related to reductions in force, loss of funding or the expiration of temporary or externally funded grants or contracts; (5) challenges to University policies; (6) termination due to falsification of application (or resume) for employment and other employment related documents; (7) discrimination, harassment or sexual misconduct; (8) gross misconduct: the most common examples of such offenses include but are not limited to:

- Violence or vandalism on the job
- Fighting on the job
- Stealing University property
- Drunkenness or use of drugs on the job
- Gross insubordination
- Serious safety violation threatening others' health or safety
- Sabotage of University business

#### Steps and Time Limits:

**Step 1: Informal Oral Report:** In many cases, disputes over the application or interpretation of policy or conflicts with coworkers can be resolved through communications within a particular department or work area. The staff member can initiate this step in a variety of ways:

- a) The staff member with the concern should go to the person with whom he or she has a disagreement and try to resolve the issue by discussing it with that person.
- b) The staff member with the concern can bring the matter to the attention of the immediate supervisor or next level executive administrator, explaining the nature of the problem and the relief sought. The supervisor should respond within three (3) business days, if possible.
- c) A staff member may seek the advice and assistance of the Chief Human Resource Officer at any time. The Chief Human Resource Officer will advise the staff member on how the resolution may be achieved during the discussion or within three (3) business days, if possible.
- d) In the event the issue falls in the category of sexual misconduct employees are to refer to the Sexual Misconduct Policy Complaint Procedures.

If the informal procedure fails to resolve the grievance, and the staff member wishes to continue the matter, the staff member must begin the steps of the formal procedure no later than 14 calendar days after the receipt of the Chief Human Resource Officer's response.

**Step 2: Formal Written Report:** If the issue is not resolved through the discussion stage in Step 1, the staff member may submit a formal written grievance to their supervisor and the Office of Human Resources. The formal written grievance must be filed within 14 days of the supervisor's written response at Step 1. The written complaint should include an explanation of the problem, all related facts, a summary of the staff member's actions or attempted resolution, and a description of the desired remedy.



Upon receipt of the staff member's written statement, the Chief Human Resource Officer, or designee, will:

- a) Advise the staff member's supervisor of the grievance and determine if the Step 1 procedure was complied with. (If the Step 1 procedure was not followed, the Chief Human Resource Officer or designee may refer the staff member back to Step 1 unless the Chief Human Resource Officer determines that such referral is not likely to resolve the matter.)
- b) Schedule individual meetings with the staff member, the staff member's supervisor, and the executive administrator (if necessary) to gain more information on the issue. The meetings should be held promptly (if possible within 14 calendar days of receipt of the staff member's written statement).
- c) Determine if the investigation should include meetings with other individuals. If more input is needed, the investigation will commence.
- d) Prepare a written summary of findings, based on the preponderance of the evidence, and any recommendation on corrective action deemed appropriate to parties involved in the grievance.

Step 3: Appeal: The grievance appeal must be filed within 14 days of the written decision of the Chief Human Resource Officer, at Step 2. If the staff member is not satisfied with the decision of the Chief Human Resource Officer, the staff member may make a written appeal to the Provost/Chief Academic Officer. Upon accepting the appeal, the Provost/Chief Academic Officer will review the investigation documentation and may let the original outcomes stand or if new information is discovered that is significant enough to alter the original decision reopen the investigation. Only one appeal is permitted. Appeals will be considered if the justification is due to:

1. Failure on the part of the investigator to consider relevant information.
2. Significant procedural error on the part of the Chief Human Resource Officer.
3. New information is discovered that is significant enough to alter the original decision.

The decision on appeal will be made within a reasonable time (generally within 30 days.) The Provost/Chief Academic Officer will notify the staff member involved and the Chief Human Resource Officer in writing of the decision. The decision of the Provost/Chief Academic Officer will be final.

#### Remedies

At each step in the grievance process, the University may fashion a remedy to the staff members involved that is consistent with his/her authority. A staff member should exhaust the remedies available in the University grievance procedure prior to instituting any proceedings regarding the subject matter of the grievance in any state or federal court or agency. If, prior to or subsequent to commencing a complaint under the University grievance procedure, a staff member files a claim regarding the subject matter with a state or federal court or agency, the University reserves the right to discontinue the grievance proceedings. Furthermore, if the staff member gets an answer at any step of the procedure and does not ask for further review of the grievance within the specified time limit, it will be assumed that he/she is satisfied. As a result that particular grievance will not be considered any further.

## Representation

A staff member is entitled to be accompanied by a representative of his/her choice at any stage of the grievance procedure. The representative may be present to provide emotional support to the staff member but may not participate in the process. Note taking is allowed, but tape recording of the meeting is prohibited. If the staff member intends to be represented by an attorney, he/she must advise the Chief Human Resource Officer at least 48 business hours prior to the scheduled meeting. The attorney will not be permitted to speak on behalf of the staff member but may sit in support and observe. Saint Martin's University reserves the right to schedule the meeting with the staff member's attorney to discuss the grievance procedures and the role of the attorney.

## **12.SEPARATION FROM THE EMPLOYMENT RELATIONSHIP**

All staff are employed at-will. That means that their employment exists and continues at the will of the Saint Martin's University and that the University need not show cause for termination of employment. By the same token, staff may terminate their employment at any time without the need to show cause or good reason.

Employment with the Saint Martin's University is normally terminated through one of the following actions:

- a. resignation, or voluntary separation by the employee
- b. dismissal, or involuntary termination by the University for any reason at any time
- c. reduction in the workforce or elimination of positions

Separations from employment are treated in a confidential, respectful and professional manner by all involved. Supervisors should follow the following guidelines prior to considering dismissal for performance:

- If the dismissal is for performance reasons or for conduct which does not justify immediate termination, the employee should be advised of the deficiencies in at least two conferences, and if necessary, a performance improvement plan developed and implemented. The supervisor must keep on file written records of the deficiency interviews indicating the time and date such interviews take place.
- The supervisor should have regularly scheduled meetings to discuss progression through the performance improvement plan.
- The supervisor must notify the executive administrator and Chief Human Resource Officer of the need for a performance improvement plan and, if warranted, the dismissal.
- If the dismissal is for conduct that warrants immediate termination, the supervisor and the executive administrator must contact and work with the Office of Human Resources to facilitate the separation of employment.

### **12.1. Reduction in Force (RIF)/Recall**

It is the University's policy to plan for and distribute workload in such a manner as to stabilize the number of staff and minimize the need to reduce personnel. However, the University is not in a position to guarantee or promise employment for any specified length of time. Therefore, it may be in the best interest of the University to terminate individual staff or staff groups due to the elimination of positions following reorganization, the lack of available work or funds, subcontracting of work function, or any other business reason as determined by the Saint Martin's University. Saint Martin's University reserves the right to make such determinations solely at its discretion.

In the event of a change in program or services, whether or not there is financial exigency, the President of the University may initiate a reduction and/or reallocation in force (RIF). The magnitude of such a RIF is determined by the extent of the change required.

The President will consult with the Board of Trustees and the Chief Human Resource Officer before reaching a decision on the reductions or reallocations to be effected. He/she may also include members of the Executive Cabinet in these deliberations. Among the many factors to be considered are:

- a. The essential nature of the function to the Saint Martin's University;
- b. The length of service at Saint Martin's University of the incumbent;
- c. The professional competence and relevant progress of the incumbent;
- d. The University's Equal Employment Opportunity Policy; and
- e. The length of any recall status, which will not exceed one year.

Once a decision is made by the President, notice will be communicated expeditiously to the staff involved. The University will attempt to provide staff at least two weeks (2) notice of any Reduction In Force (RIF). RIF records will be maintained for a period of at least three years (3) to indicate any reductions or reallocations which were necessary and the rationale upon which such decisions were based. A copy of the rationale will be maintained in each displaced employee's personnel file.

## **12.2. Resignation Notice**

Staff members who wish to resign from their positions at Saint Martin's University are requested to give fourteen (14) calendar days written advance notice to their immediate supervisor. Failure to give advance notice may disqualify an individual for rehire consideration in the future, and accrued but unused vacation may not be paid. The immediate supervisor will forward the notice to the Office of Human Resources for action. There is no notice requirement for trial service period and temporary employees.

At a minimum, the resignation notice should specify:

- a. the reason for terminating,
- b. the date the notice is submitted, and
- c. the last day scheduled to be physically present at work.

## **12.3. Exit Interview**

Each staff member leaving Saint Martin's University will be offered the opportunity to schedule an exit interview with the Office of Human Resources. The purpose of the exit interview is to provide information on the termination of benefits and access to University equipment and facilities. Additionally, the exit interview provides the departing employee with an opportunity to share valuable insights and constructive feedback about his or her employment at Saint Martin's.

Exit interview information may be used to analyze campus-wide employment strategies without attribution to the departing staff member. Exit interview information will be retained in a confidential master file in the Office of Human Resources. This information will not be kept in the staff member's personnel file.

#### **12.4. Compensation Payouts Upon Termination**

The last day “physically” present at work will be considered the effective date of termination. All benefit accruals such as sick, vacation, holiday and personal days stop on the effective date of termination. Staff members who terminate with unused accumulated vacation leave on the books will be paid for up to their annual accrual of vacation leave providing they have worked for at least (6) consecutive months. There is no payout for accrued sick leave or personal days. Staff members will receive their final paycheck during the regularly scheduled pay date.

Staff members cannot use sick leave, personal days or vacation leave as an extension of their termination date. Health care benefit coverage ends at the end of the month the employee terminates employment, unless COBRA coverage is elected in a timely fashion.

#### **12.5. Pay In Lieu Of Notice**

Saint Martin's University reserves the right to accept a staff member's resignation on the day it is submitted and to pay the staff member wages for a period equal to the required fourteen (14) days' notice in lieu of having the staff member work during the notice period. The University may also choose to waive the required notice and give the staff member credit for proper notice and/or permit the employee to work a shortened notice period. In this case, accrued but unused vacation pay will be paid to the employee.

#### **12.6. Unauthorized Absence**

Absence from work without proper authorization/notification for three consecutive scheduled workdays will be considered a voluntary resignation of employment.

#### **12.7. Withdrawal of Resignation**

An employee who wishes to withdraw a resignation and remain with the University may be retained or terminated at the sole discretion of the University.

#### **12.8. Severance Pay**

It is the general policy of Saint Martin's University that there is no right to severance pay.

# **APPENDICES TO THE EMPLOYEE HANDBOOK**

❖ Saint Martin's University Bylaws

❖ St. Martin's Abbey & Saint Martin's University Licensing Agreement

# **Saint Martin's University Bylaws**



**Saint Martin's**  
UNIVERSITY

University Bylaws – Adopted **08/06/2022**

## **AMENDED BYLAWS OF SAINT MARTIN'S UNIVERSITY**

Saint Martin's University is a nonprofit corporation organized to perform any act legally allowed by a Washington state nonprofit corporation and more especially but not limited to conducting Saint Martin's University, a charitable, religious and educational institution.

### **Article I - Definitions**

For the purposes of these Amended Bylaws ("Bylaws"), the terms used shall have the following meanings:

Section 1. The term "Member" shall mean a person who is a capitular (senior monk having taken solemn or final vows) of the Religious House and who has voting rights in the Chapter of said Religious House.

Section 2. The term "Board" or "Board of Trustees" means the Board of Trustees of the Corporation and the term "Trustee" means an individual serving on the Board and shall be deemed to mean "Director" as that term is used in the Washington Nonprofit Corporation Act, RCW 24.03A.010 *et seq.*

Section 3. The term "Corporation" or "University" means Saint Martin's University, a Washington state nonprofit corporation.

Section 4. The term "Abbot" means the duly elected or appointed abbot or administrator holding jurisdiction in the Religious House. As set out in Article VII, Section 2.a of these Bylaws, the Abbot shall serve as the Chancellor of the University.

Section 5. The term "Religious House" means the monastic community known as Saint Martin's Abbey, Lacey, Washington.

Section 6. The term "Prior" means the duly appointed claustral prior of the Religious House.

Section 7. The term "RCW" means the Revised Code of Washington, as amended from time to time.



Section 8. The term "*ex officio*" means having membership or holding a position by reason of a person's office. Unless otherwise provided in these Bylaws or a Board committee charter, an *ex officio* member has the same participation and voting rights as other Board or committee members.

## **Article II -Mission and Character**

Section 1. Mission. Saint Martin's University is a Catholic Benedictine institution of higher education that empowers students to pursue a lifetime of learning and accomplishment in all arenas of human endeavor.

Saint Martin's students learn to make a positive difference in their lives and in the lives of others through the interaction of faith, reason, and service.

The University honors both the sacredness of the individual and the significance of community in the ongoing journey of becoming.

Section 2. Context. Established in 1895, Saint Martin's University is the educational mission of the Religious House, whose members pray, work, and live together on the university campus. The physical beauty of Saint Martin's 300-acre campus reflects the rich intellectual and spiritual nature of its presence in the Pacific Northwest.

Essential features of university life are animated by its Benedictine identity and its participation in the centuries-old traditions of Catholic intellectual thought and the search for truth.

Thus, the university honors students and guides them towards achieving academic excellence. Superior teaching is the expected norm. Rooted in the long tradition of the liberal arts, the university curriculum cultivates creativity and the ability to communicate and pursue ideas; critical thinking and independent inquiry; academic proficiency; the formation of sound ethical judgments; and service to humanity.

Reflecting the Benedictine virtue of hospitality, the university welcomes and, indeed, seeks students not only from the Pacific Northwest, but also from other parts of the nation and the world at its main and extension campuses. Saint Martin's treasures persons of all ages, religions, and nationalities as it encourages cognizance of diverse viewpoints and an appreciation of cultures.

Section 3. Benedictine Character. Saint Martin's University was founded and continues to be sponsored and supported by the Religious House. The Board of Trustees and the officers of the University are called upon to acknowledge and act upon the principle that the University will be conducted in harmony with the history and tradition of the founding monastic community. In pursuit of this principle, Members of the Religious House who are qualified by talent and dedication should be employed in academic, administrative and other roles in the University.

### **Article III - Offices**

The principal office of the Corporation in the State of Washington shall be located at 5000 Abbey Way S.E., in the City of Lacey, County of Thurston.

### **Article IV - Members**

Section 1. Class of Members. In accordance with RCW 24.03A.315, the Corporation shall have one class of Members. Individuals qualified as Members are defined in Article I, Section 1.

Section 2. Voting rights. Each Member present at any meeting of the Members shall be entitled to one vote on each matter submitted to the vote of the Members. Members shall vote in person and not by proxy. A vote of the Members shall be required:

- a. To establish the philosophy and mission according to which the University operates;
- b. To amend the Articles of Incorporation or Bylaws;
- c. To convey an interest in real property at the site of the University in Thurston County, Washington in Sections 16 and 21, Township 18, Range 1 West, W.M.;
- d. To incur indebtedness secured by any real or personal property owned by the University or to incur indebtedness secured by a negative pledge of the assets of the University;
- e. To appoint a certain number of Members to the Board of Trustees, as set forth in Article VI, Section 2.
- f. To provide a list to the Board of Trustees of all Non-Members eligible to serve on the Board of Trustees for the upcoming term.
- g. To approve merger or dissolution of the Corporation and the distribution of its assets, by a two-thirds (2/3) vote of the Members present at a meeting provided that a quorum is present and voting.
- h. To approve operating and capital budgets of the University for the year immediately following two (2) prior years in which operating budgets that had been approved only by the Board of Trustees under Article VI, Section 1, paragraph (f), resulted in deficits.

Section 3. Power and Duties. The Members shall exercise those powers accorded to them by law or granted to them in the Articles of Incorporation and these Bylaws.

## **Article V - Meetings of the Members**

Section 1. Time of Meeting. The annual meeting of the Members shall be held between the 1<sup>st</sup> and 15<sup>th</sup> day of October of each year. Special meetings may be called by the Chancellor of the University at his own instance or at the request of the President or a majority of the Board of Trustees or a majority of the Members.

Section 2. Place of Meeting. The Chancellor of Saint Martin's University may designate any location within Thurston County, State of Washington, with a room large enough to accommodate all the Members for any annual meeting or for any special meeting. Failing such a designation, the location for the annual meeting or for any special meeting shall be the principal office of the Corporation.

Section 3. Notice of Meetings. Written notice stating the location, date, and time of any meeting shall be delivered by the Secretary (or at his direction) to each Member personally, by mail or by electronic transmission to an electronic system that a Member has designated or currently uses for the purpose of receiving electronic transmissions of the type sent, not less than ten (10) days or more than thirty (30) days before the date of such meeting. A Member may, however, revoke in the form of a record delivered to the Secretary the authorization for the delivery of electronic notices to such Member, and such authorization will be deemed revoked if the University is unable to deliver two consecutive notices to a Member's address shown on the University's current record of Members and such inability becomes known to the Secretary or other person responsible for giving the notice. Except with respect to the notice for the annual meeting, the purpose for which the meeting is called shall be stated in the notice. Attendance at any meeting by a Member shall be deemed: (i) a waiver of notice unless such Member at the beginning of the meeting or immediately upon arrival at the meeting objects to holding the meeting or transacting business at the meeting; and (ii) a waiver of objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects at the meeting to considering the matter.

Section 4. Quorum. A third of the Members shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time without further notice. The resolution or action of a simple majority of the Members present at a meeting at which a quorum is present shall be the resolution or action of the Membership, unless otherwise provided in the Articles of Incorporation or these Bylaws.

Section 5. Compensation. No Member shall be compensated solely for his service as a Member.

## **Article VI - Board of Trustees**

**Section 1. Power of Trustees.** The Board of Trustees is the policy making and governing body of the University and shall have the power to manage the property and business of the University and to carry out all lawful functions permitted by the Articles of Incorporation or these Bylaws. The Board of Trustees is vested with ultimate institutional authority, subject only to the powers expressly reserved to the Chancellor or to the Members of the Corporation. The Board's powers shall include but shall not be limited to the following:

- a. Appoint or remove the President;
- b. Appoint or remove the Provost upon recommendation by the President;
- c. Approve or remove all Vice Presidents (other than the Provost) and all other major administrative officials and tenured faculty members, including approving tenure and promotion decisions and appointments, all upon the recommendation by the President. The foregoing authority may be delegated by the Board of Trustees to the Executive Committee or to the President alone;
- d. Establish and approve the educational program of the University;
- e. Authorize degrees in courses and honorary degrees upon recommendation of the President;
- f. Approve the operating and capital budgets of the University; provided that the operating budget is a balanced budget, and provided further that in the event that the operating budgets approved by the Board resulted in deficits for the two immediate prior years, the operating and capital budgets for the following year shall require the approval of the Members as required by Article IV, Section 2, paragraph (h);
- g. Authorize any changes in tuition and fees within the University;
- h. Institute and promote major fund raising efforts of the University;
- i. Authorize officers or agents of the University to accept gifts, bequests and devises, for the University;
- j. Recommend the incurring of debts by the University, which includes the securing thereof by mortgage or pledge, positive or negative, of real and personal property owned by the University. Authorization of the Members of the Corporation must be obtained as required by Article IV, Section 2, paragraphs (c) and (d);
- k. Conduct regular performance evaluations of the President of the University;

l. Appoint a certain number of Non-Members from a list pre-approved by the Members, to serve on the Board of Trustees, as set forth in Article VI.

m. Recommend merger or dissolution of the Corporation to the Members, in accordance with RCW 24.03A.735 and RCW 24.03A.904, respectively.

Section 2. Appointment of Trustees and Term. There shall be not fewer than eleven (11) and no more than thirty-five (35) Trustees. The Board shall consist of two types of Trustees: Member- Trustees and Non-Member Trustees. Member and Non-Member Trustees shall have the same powers and authority. A majority of the Board of Trustees may consist of either Member or Non-Member Trustees.

a. Officers as Trustees. The Chancellor, the President, the Secretary and the Treasurer of Saint Martin's University shall be Trustees.

b. Member-Trustees. The Chancellor, the Secretary, and the Treasurer are deemed Member-Trustees. Subject to the requirement set forth above for the minimum and maximum number of Trustees, the Members may elect additional Members to serve as Member-Trustees in such number as the Members determine. Each Member-Trustee elected shall serve for the term set forth in paragraph (g) below, provided he continues to be a Member as defined in Article I, Section 1. If at any time, a Member-Trustee elected under this paragraph (b) ceases to be a Member, then such Member-Trustee shall cease to serve as a Trustee and the Members shall elect another Member to serve the rest of the vacating Member-Trustee's unexpired term.

c. Non-Member Trustees. Following the Members' annual meeting, the Members shall submit to the Board of Trustees the names of additional Member-Trustees elected, and a list of Non- Members eligible to serve on the Board of Trustees for the upcoming term. At the Board of Trustees' annual meeting, the Board shall elect additional Non-Members from the list of those eligible to serve as Trustees, in such number as the Board may determine, subject to the requirements set forth above for the minimum and maximum number of Trustees. Each Non-Member Trustee elected shall serve for the term set forth in paragraph (g) below. If at any time, a Non-Member Trustee elected under this paragraph (c) declines, fails, resigns or is otherwise unable to serve in such position, the Board of Trustees shall elect another Non-Member to serve the rest of the vacating Non-Member Trustee's unexpired term.

d. Trustees Emeriti. Upon recommendation of the Board Chair, and at the Board's discretion, a retiring Trustee may be elected as a Trustee Emeritus. Trustees Emeriti shall be entitled to receive notice of all Board meetings and attend and participate in designated meetings, but shall not have voting rights. Trustees Emeriti may be invited by the Board Chair to sit as a non-voting member of any committee other than the Executive Committee. Trustees Emeriti shall not be counted in determining the number of Trustees permitted by these Bylaws.

e. Advisors to the Board of Trustees. The Board may, but is not required to, elect any number of Advisors, including members of the Saint Martin's Alumni Association Board, faculty, students or staff, to attend Board meetings for such term as the Board may determine. Such Advisors shall not serve as Trustees and shall have no voting rights. In addition, the Provost/Vice President of Academic Affairs shall attend the meetings of the Board of Trustees as a resource but shall not have voting rights in such capacity.

f. Timing of Election. Except as otherwise provided in these Bylaws, Member-Trustees shall be elected at the annual meeting of the Membership, and Non-Member Trustees shall be elected at the annual meeting of the Board of Trustees.

g. Term of Trusteeship. The Trustees who are also the Officers named in Article VI, Section 2, paragraph (a) shall serve as Trustee as long as they hold the officer position. All other Trustees shall serve for a term of three (3) years and may be re-elected for three additional consecutive three-year terms. An absence of at least one year is required before a Trustee may be re-elected to the Board after serving four consecutive full terms. The term of office for a Member-Trustee commences on the day after the annual meeting of the Members and terminates three years later on the day of that year's annual meeting of the Members. The term of office for a Non-Member Trustee commences on the day after the annual meeting of the Board of Trustees and terminates three years later on the day of that year's annual meeting of the Board of Trustees.

h. Election of Chair of the Board of Trustees and Term . The appointment of a Chair and Vice Chair of the Board of Trustees and the term of such appointment shall be made pursuant to Section 5. If the term of Trustee for the Chair and/or Vice Chair, as set forth in Section 2, paragraph (g), expires prior to the term of the Chair or Vice Chair, then the term of Trustee shall be extended until the expiration of the term of the Chair or Vice Chair. The President shall not be eligible to serve as Chair or Vice Chair.

i. Eligibility to Serve as Trustee . No person other than the Chancellor, the President, the Secretary and the Treasurer of the University and Members of the Religious House shall be eligible to serve as Trustee if such individual receives compensation for full-time services as an employee of the University. If a serving Trustee accepts full-time employment from the University, such Trustee must immediately resign the Trustee position.

j. Leave of Absence. If a Trustee is temporarily unable to perform Board duties, the Trustee may request a leave of absence from the Board of up to six months (up to one year in extenuating circumstances). The leave request should be made in writing to the Board Chair, who will decide, after consultation with either the President or Chancellor, whether to grant the leave. The absent Trustee's position shall not be counted for quorum or voting purposes during the leave of absence. The Trustee shall be returned to his or her position at the expiration of the leave, and shall serve out the remainder of his or her elected term.

Section 3.     Removal from Office. Any elected Trustee may be removed from office, with or without cause, regardless of whether such Trustees are Member-Trustees or Non-Member Trustees, by an affirmative vote of two-thirds of the Trustees then in office, not including the Trustee(s) to be removed.

- a.        Grounds for removal may include but not be limited to the following:
  - 1.        Unexcused absence from three consecutive meetings of the Board;
  - 2.        Failure to accept committee assignments;
  - 3.        Failure to assist in the public relations, development, and educational efforts of the University when called upon to do so by the Board of Trustees;
  - 4.        Failure to perform any of the other legal duties of a Trustee.

b.        In the event that an affirmative vote to remove a Trustee has been reached, the Chair of the Board shall notify the removed Trustee. If the Trustee is a Member-Trustee, the Chair shall notify the Chancellor and the Secretary, so that a meeting of the Members may be held to replace the removed Trustee in accordance with Section 4, paragraph (a) below. If the Trustee is a Non-Member Trustee, the Chair shall make arrangements for the Board to replace the removed Trustee in accordance with Section 4, paragraph (b) below.

c.        In the event that all or substantially all of the Trustees cease to perform their duties, or in the event that an impasse develops which prevents the Board from functioning, the Members shall, by an affirmative vote of two-thirds of the Members, have the power to remove all Trustees.

Section 4.        Vacancies. In the event that fewer than the maximum number of Trustee positions are filled after the Board of Trustees' annual meeting, or vacancies exist due to resignation or removal of a Trustee, such vacant positions may be filled either through the election of an additional Member-Trustee at any regular or special meeting of the Members or through the election of an additional Non-Member Trustee at any regular or special meeting of the Board of Trustees. The incoming Trustee shall serve the unexpired term of the vacant position to which such Trustee is elected.

Section 5.        Officers of the Board of Trustees. The Board of Trustees shall elect a Trustee to serve as Chair of the Board of Trustees and Vice Chair of the Board of Trustees. Such election shall be held at the Board of Trustees' annual meeting, and the term of the Chair and Vice Chair shall be set forth at that time. The Chair shall preside at all meetings of the Board of Trustees, shall have the right to vote, as a Trustee, on all issues, shall create and implement committees, and shall have such other powers and duties as the Board may prescribe. In the Chair's absence, the Vice Chair shall perform the duties of the Chair. The University Secretary shall also be the Secretary of the Board of Trustees.

Section 6.            Meetings. The annual meeting of the Board of Trustees shall be held in the fall of each year on a date subsequent to the annual meeting of the Members of the Corporation upon notice as herein provided, and the Board may establish a schedule of additional regular meetings. Special meetings of the Board may be called by: (i) the Chancellor, (ii) the Chair, (iii) the Executive Committee, or (iv) at the request of five (5) Trustees who set forth in writing the object of the meeting.

Section 7.            Location of Meeting. Subject to Section 13 below, the Chancellor, the Chair, or the Executive Committee may designate any location within Thurston County for any annual meeting or special meeting. Failing such a designation, the location of the annual meeting or any special meeting shall be at the principal office of the Corporation.

Section 8.            Notice of Meetings. Written notice stating the location and time of any meeting shall be delivered by the Secretary (or at his direction) to each Trustee personally, by mail or by electronic transmission an electronic system that a Trustee has designated or currently uses for the purpose of receiving electronic transmission of the type sent, not less than ten (10) days or more than thirty (30) days before the date of such meeting. A Trustee may, however, revoke in the form of a record delivered to the Secretary the authorization for the delivery of electronic notices to such Trustee, and such authorization will be deemed revoked if the University is unable to deliver two consecutive notices to a Trustee's address shown on the University's current record of Trustees and such inability becomes known to the Secretary or other person responsible for giving the notice. Attendance at any meeting by a Trustee shall be deemed a waiver of notice unless such Trustee at the beginning of the meeting or immediately upon arrival at the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 9.            Quorum and Valid Trustees' Action. For all meetings of the Board of Trustees (other than for those for which a meeting has been waived by unanimous consent) a quorum shall be a simple majority of the Trustees then serving. The resolution or action of a simple majority of the Trustees present at a meeting in which a quorum is present shall be the valid resolution or action of the Trustees, unless otherwise provided in the Articles of Incorporation or these Bylaws. If a quorum is not present, a majority of those present may adjourn the meeting from time to time without further notice.

Section 10.          Compensation. No Trustee shall receive compensation solely for his or her service as a Trustee.

Section 11.    Action as a Group. The Board of Trustees shall, in all cases, act as a group, and they may adopt such rules and regulations for conduct of their meetings and the management of the Corporation as they deem proper, not inconsistent with the Articles of Incorporation, these Bylaws, and the Laws of the State of Washington.



Section 12. Action without a Formal Meeting. Any action or decision required or permitted to be made by the Board may be made without a meeting, in accordance with RCW 24.03A.570, if and only if each Trustee entitled to vote on the matter executes in a record setting forth the action or decision and affirming his or her consent to the action or decision. Trustees may use an electronic transmission to provide consent in lieu of a written signature provided the transmission provides sufficient information to determine the sender's identity. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in the record.

Section 13. Presence at a Meeting and Remote Meetings. The Board may permit any or all Trustees to participate in the annual or a regular or special meeting by, or conduct the meeting through the use of, one or more means of remote communication through which all of the Trustees may simultaneously participate with each other during the meeting. A Trustee participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more Trustees may participate by means of remote communication, notice of the meeting must be delivered to each Trustee by a means which the Trustees has authorized and provide complete instructions for participating in the meeting by remote communication.

## **Article VII - Officers of the University**

Section 1. Number. The officers of the University shall be the Chancellor, the President, the Vice Presidents, the Secretary, and the Treasurer.

Section 2. Appointment and Removal of Officers.

a. Chancellor. The Abbot of the Religious House shall serve as the Chancellor. If the Abbot is unable to perform the duties of Chancellor, as set forth below, the Prior of the Religious House shall serve as Chancellor.

b. President. The President shall be appointed by the Board of Trustees subject to final approval by the Chancellor, for a term determined by the Board. The President shall be subject to removal by affirmative vote of the Board of Trustees, at any time, without prejudice to any contract rights that he or she may have against the University. If the President is unable to perform his or her duties, the duties of that office shall be performed by the Provost/Vice President of Academic Affairs, unless the Board of Trustees decides otherwise.

c. Vice Presidents. There shall be two (2) initial Vice Presidents - the Provost (otherwise known as the Vice President of Academic Affairs) and the Vice President of Finance. The Board of Trustees may from time to time appoint one or more additional Vice Presidents to serve in a defined role. Any Vice President shall be subject to removal pursuant to Article VI, Section 1.

d. Treasurer. The Treasurer shall be appointed from the Members by the Chancellor, after consultation with the President, and shall serve at the Chancellor's pleasure.

e. Secretary. The Secretary shall be appointed from the Members by the Chancellor, after consultation with the President, and shall serve at the Chancellor's pleasure. The Secretary may not, however also serve as the President.

Section 3. Vacancies. A vacancy in the office of the President or the Vice Presidents shall be filled pursuant to Article VI, Section 1. The appointment of a new President shall be subject to approval by the Chancellor. A vacancy in the office of Treasurer or Secretary shall be filled by the Chancellor, after consultation with the President.

## **Article VIII - Duties of Officers**

Section 1. The Chancellor. The Chancellor shall preside at all meetings of the Members, and Commencement and other formal convocations of the University and he shall represent the Members in fund raising and other public activities. In addition, the Chancellor shall be a member of all committees of the Board, with the exception of the Audit Committee. The Chancellor's approval shall be required to give effect to any instrument conveying an interest in real property of the University.

Section 2. The President. The President shall be the Chief Executive Officer of the University. He or she shall be the official advisor to and executive agent of the Board of Trustees and its Executive Committee. The President shall, as educational and administrative head of the University, exercise a general superintendence over all the affairs of the institution, and bring such matters to the attention of the Board as will enable it to meet its policy-making responsibilities. He or she shall have power, on behalf of the Trustees, to perform all acts and execute all documents to make effective the actions of the Board or its Executive Committee except such as these Bylaws reserve to the Chancellor. The President shall be a member of all committees of the Board, with the exception of the Audit Committee.

Section 3. The Vice Presidents.

a. *Powers and Duties.* Each Vice President shall have such powers and shall perform such duties as may be assigned by the President.

b. *Provost.* The Provost (otherwise known as the Vice President of Academic Affairs) is the chief academic officer of the University. The Provost shall provide academic leadership to the faculty, and shall have primary responsibility for supervision of all academic programs and personnel and other responsibilities as assigned by the President. He or she shall supervise the academic budgets, plan the academic programs and calendars with the faculty, and recommend faculty appointments to the President. The Provost shall serve as the President's primary liaison with the faculty and academic deans, and shall receive recommendations developed by the faculty and deans for consideration and recommendation to the President. The Provost shall attend meetings of the Executive Committee as a resource, but shall not have voting rights in such capacity.

c. *Vice President of Finance.* The Vice President of Finance is the chief financial officer of the University, and shall supervise all financial matters of the University. He or she shall be responsible for coordinating preparation of the University budget, shall supervise maintenance of the University books of account, and shall prepare periodic financial statements and reports on institutional investments. He or she shall cooperate with the Audit Committee and external auditors in the annual audit of the financial records, and regularly report on the financial status of the University to the Finance Committee of the Board of Trustees. The Vice President of Finance shall attend meetings of the Finance Committee, and when requested shall attend meetings, or portions of meetings of the Audit Committee, as a resource, but shall not have voting rights in such capacity.

Section 4. The Secretary. The Secretary shall have custody of the seal of the University and shall attest to and affix said seal to such documents as may be required in the business of the University. He shall give, or cause to be given, proper notice of all meetings of the Board of Trustees and of the Members, and shall keep, or cause to be kept, a record of the appointment of all committees of the Board of Trustees. He shall keep, or cause to be kept, a record of the minutes of all meetings of the Members, of the Board of Trustees and of its committees, and shall send, or cause to be sent, a copy of the minutes of each meeting of the Board or Executive Committee to each Trustee promptly after the meeting.

Section 5. The Treasurer. The Treasurer is authorized to sign all checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the University, and may, with the approval of the Board of Trustees, delegate such authority to other University officers or agents. The Treasurer shall personally execute with the Chancellor any instruments conveying an interest in real property of the University.

## Article IX - Committees of the Board of Trustees

### Section 1. Committees Generally.

a. *Organization.* Committees of the Board shall be standing or special. The standing committees shall include the Executive Committee, the Audit Committee, the Governance Committee, the Finance Committee, and such other standing committees as the Board deems appropriate for prudent oversight of the University, all of which shall be governed by the general provisions of Article IX, Section 1 unless specifically stated otherwise in Sections 2 through 4 below. The Board may create or terminate such special committees as will facilitate the Board's work and enable it to function more efficiently and effectively. Each committee shall have a Charter setting forth its written statement of purpose, role, and scope as approved by the Board and such rules of procedure or policy guidelines that the committee or the Board, as appropriate, shall approve. Such committees shall be subject to the guidelines set forth in this Section 1, unless the Board provides otherwise.

b. *Membership.* Except as otherwise provided in these Bylaws, the Chair of the Board and the Vice Chair of the Board shall be *ex officio* members of all committees, whether standing or special. The President and the Chancellor shall be *ex officio* members of all committees, whether standing or special, except for the Audit Committee. Each committee shall include at least four (4) Trustees. Additional committee members may be appointed by the Board Chair. Persons who are not Trustees may be appointed to all committees except the Executive, Audit and Governance Committees, with the understanding that committee membership does not confer membership on the Board of Trustees. Unless otherwise authorized by RCW 24.03A.575, non-trustees will not have voting rights on Board committees. The chair of each committee and a majority of the committee members shall be Trustees.

c. *Operation.*

(i) Notice. Written or verbal notice stating the location and time of any meeting shall be delivered by the Committee Chair (or his or her agent) to each committee member within three (3) working days prior thereto. The purpose for which the meeting is called shall be stated in the notice. Attendance at any meeting by a committee member shall be deemed a waiver of notice.

(ii) Frequency and Reporting of Meetings. Each committee shall meet at least once annually and may hold such additional regular or special meetings as established by the Committee's Charter or the Committee Chair. Each Committee shall report regularly on its work and recommendations to the Board of Trustees. The Committee Chair shall appoint a committee member to keep written minutes of its meetings and the Committee Chair shall forward the minutes to the Board promptly after each meeting.

(iii) Decisions. A simple majority of the voting committee members shall constitute a quorum. The resolution or action of a simple majority of the voting committee members present at a meeting at which a quorum is present shall be the valid resolution or action of the committee. If a quorum is not present, a majority of those present may adjourn the meeting from time to time without further notice.

(iv) Staff Support. Upon request by the Board Chair or Committee Chair, the President may provide or authorize administrative support to the Board or Committee to assist with the performance of its duties. Such appointment does not confer membership on the Board of Trustees to the appointee, nor does it entitle the appointee to a vote on Committee issues.

d. *Prohibited Actions.* Notwithstanding anything else in these Bylaws to the contrary, a Committee may not: (i) authorized distributions, (ii) adopt, amend, alter, or repeal Bylaws, (iii) approve or propose to Members action that must be approved by Members under the Articles or Bylaws; (iv) elect, appoint, or remove any member of any Committee or any Trustee or officer of the Corporation; (v) amend the Articles; (vi) adopt a plan of merger with another corporation; (vii) adopt a plan of domestication, for-profit conversion, or entity conversion; (viii) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation not in the ordinary course of business; (ix) authorize the voluntary dissolution of the Corporation or revoke proceedings therefor; (x) adopt a plan for the distribution of the assets of the Corporation; or (xi) amend, alter, or repeal any resolution of the Board, unless the resolution provides by its terms that it may be amended, altered, or repealed by a Committee.

## Section 2. Executive Committee.

a. Committee Members. The Executive Committee shall be composed of at least eight (8) Trustees including the Chancellor, the President, the Secretary, the Treasurer, the Chair of the Board, the Vice Chair of the Board, and at least two other Non-Member Trustees. The Board Chair shall be the chair of the Executive Committee. The Provost Vice President of Academic Affairs will attend the meetings of the Executive Committee as a resource but shall not have voting rights in such capacity.

b. Duties. Between meetings of the Board of Trustees, the Executive Committee shall have general supervision of the administration and property of the University except that unless specifically empowered by the Board of Trustees to do so, it may not take any action inconsistent with a prior act of the Board of Trustees, award degrees, remove or appoint the President of the University, or take any action which has been reserved by the Board. The delegation of the Board of Trustees' authority to the Executive Committee (or any other committee) shall not operate to relieve the Board of Trustees or any individual trustee of any responsibility imposed upon it or him by law. The Executive Committee shall establish the agenda for both regular and special meetings of the Board and may propose agenda items for both regular and special meetings of the Members.

### Section 3. Audit Committee.

a. Committee Members. The Audit Committee will consist of at least five (5) Trustees who are independent of the University, including the Chair and the Vice Chair of the Board. Trustees are considered independent if neither they nor anyone in their families receive financial benefits from the activities of the University. Members of the Religious House not involved in the management of the University nor compensated as employees or consultants of the University are considered independent. Neither the President nor any member of the University's senior management team may serve on the Audit Committee, whether as a voting or non-voting member. The President, the Treasurer, and/or the Vice President of Finance may, upon invitation of the Committee, attend any Committee meeting as a resource but shall not have voting rights in such capacity.

b. Duties. The Audit Committee will assist the Board of Trustees in discharging its oversight responsibilities with respect to (1) the audit of the University's books and records and (2) the system of internal controls that the University has established. The Committee should take all appropriate actions to set the tone for quality financial reporting, sound risk practices, and ethical behavior. Subject to prior approval by the Board, the Committee shall have authority to investigate any matter or activity involving financial accounting and financial reporting, as well as the University's internal controls, and may require any officer, employee, or contractor of the University to appear before it as part of such investigation and to answer any questions the Committee might have. The Committee shall annually recommend an independent auditor to the Board and shall cause to be prepared and submitted to the Board and to the Members, at least once a year, an audited statement of the financial condition of the University at the close of the fiscal year. The Committee shall require the independent auditor, in addition to responding to questions from the Board, to be available to present the audited financial statements at the annual meeting of the Members and to answer any questions the Members may have regarding the audit or the financial status of the University.

### Section 4. Governance Committee.

a. Committee Members. The Governance Committee shall consist of at least six (6) Trustees who have full voting rights on the Board. No more than one-half (1/2) of the members of the Governance Committee may be members of the Executive Committee.

b. Duties. The Governance Committee oversees internal Board of Trustees governance by monitoring the policies and operations of the Board and its committees and making recommendations to support effective and efficient Board governance, including leadership succession planning for the Board and its committees, and long-range succession planning for the President and other University officers. The Committee is responsible for identifying the expertise and experience needed by the Board, recruiting and vetting potential Trustees, and recommending suitable candidates for approval by the Members and election by the Board in accordance with Article VI. The Committee shall manage orientation and continuing education opportunities for Trustees, conduct regular assessments to maintain and improve the quality of performance of individual Trustees and the entire

Board, and make recommendations concerning Trustee re-election, removal, filling vacancies, and recognizing retiring Trustees.

Section 5.     Finance Committee.

a.     Committee Members. The Finance Committee shall consist of at least five (5) Trustees including the Chancellor, the President, the Chair of the Board, the Vice Chair of the Board and the Treasurer. The Vice President of Finance will attend committee meetings as a resource but shall not have voting rights in such capacity.

b.     Duties. The Finance Committee shall be responsible for the review of all operating and capital budgets and revisions thereto and shall make recommendations with respect to their approval to the Board of Trustees. It shall periodically review the financial status of the institution, including audited financial statements, and current investment policies of the institution, and submit appropriate recommendations to the Board. The Committee shall make such recommendations for changes in financial policy as it deems appropriate.

**Article X - Seal**

Section 1.     The use of the corporate seal shall be at the discretion of the Secretary.

**Article XI - Financial Matters**

Section 1.     Depositories. All monies, securities, and other valuables of the University shall be deposited in such accounts and/or safe deposit boxes in the name of the University with any institution(s) providing such services, including brokerage firms and mutual funds, as the Board of Trustees from time to time shall designate for such purposes, and shall be withdrawable only by checks or orders signed by the President, the Treasurer, or such other officer or officers of the Board or the University, or its agent or agents, and in such manner, as from time to time may be determined by resolution of the Board of Trustees.

Section 2.     Contracts. The President shall have authority to sign all contracts to be entered into by the University in the ordinary course of the business of the University. Such contracts may also be signed by other officers or agents of the University, or other Trustees, as may be authorized from time to time by the Board, the Executive Committee, or the President. All contracts outside the ordinary course of business of the University shall first be approved by the Board or the Executive Committee. Any contract or instrument conveying an interest in the real property of the University must be signed by the Chancellor and the Treasurer.

Section 3. Fiscal Year. The fiscal year of the University shall begin the first day of July and end on the last day of June each year.

Section 4. Maintenance of Records. The University shall keep at its registered office, its principal office in this state, or at its Secretary's office if in this state, the following: a copy of its Application for Recognition of Exemption (IRS Form 1023); its annual income tax return; current Articles and Bylaws; correct and adequate records of accounts and finances; a record of Officers' and Trustees' names and addresses; a list of Members with voting rights; minutes of Members' meetings; minutes of the proceedings of the Board of Trustees; minutes that may be maintained by committees of the Board; and annual reports. Such records may be written or electronic, in accordance with RCW 24.03A.010 and RCW 24.03A.210.

Section 5. Inspection Rights. Every Trustee shall have the right at any reasonable time to inspect all books, documents, and records pertaining to the University, as well as the physical properties of the University. This inspection by a Trustee may be made in person or by an agent or attorney, and includes the right to copy and make extracts of documents. Every Member shall have the right at any reasonable time to inspect all books, documents, and records pertaining to the University, as well as the physical properties of the University. This inspection by a Member who is not a Trustee may be made in person or by an agent or attorney only after the President has been notified of such request, and in no event later than 72 hours after request for inspection has been made by the Member. This right includes the right to copy and make extracts of documents.

## **Article XII - Review and Amendment of the Bylaws**

Section 1. Review of Bylaws. These bylaws shall be reviewed periodically by the Executive Committee. The Executive Committee shall recommend any desirable changes to the Board of Trustees.

Section 2. Recommendations of Board of Trustees. The Board of Trustees may recommend changes or amendments to these bylaws to the Members, provided such recommendation is passed by an affirmative vote of two-thirds of the Trustees present at any meeting, provided that a quorum is present and voting and written copies of the proposed changes were provided to each Trustee at least ten (10) days prior to the meeting. Following such vote, the changes and/or amendments will be forwarded to the Members for final approval.

Section 3. Power of Members to Amend Bylaws. The Members shall have the authority to approve or reject any recommendation for changes or amendments to the Bylaws by the Board of Trustees. Additionally, the Members shall have the power to make, alter, amend and repeal the Bylaws pursuant to the manner set forth pursuant to Articles IV and V.



## **Article XIII -- Administrative Provisions**

Section 1. Personal Liability. The Members, Trustees and Officers of the University shall not be personally liable for any debt, liability or obligation of the University. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the University, may look only to the funds and property of the University for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them for the University.

Section 2. Indemnification and Insurance. The University shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an Officer or Trustee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the University; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of Trustees who are not at that time parties to the proceeding. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Section shall be in addition to and not exclusive of all other rights to which any person may be entitled. No amendment or repeal of this Section which adversely affects the right of an indemnified person under this Section shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

Section 3. Loans Prohibited. The University shall not make any loan of money or property to, or guarantee the obligation of, any Member, Trustee or Officer.

Section 4. Records Handling; Document Retention. Trustees, Officers, committee members, employees, agents, and volunteers of the University shall exercise the utmost discretion regarding handling and disposing of the University's records and documents. The University shall institute a document retention and destruction policy to prevent accidental destruction of any documents related to any legal or official proceeding involving the University (e.g. federal or state tax law proceeding, inquiry by the Attorney General, bankruptcy proceeding).

Section 5. Confidentiality. All Trustees, Officers, Members, and employees of the University shall exercise the utmost discretion regarding all matters of official business of the University; shall refrain from any action and avoid any public pronouncement that might reflect adversely upon the University; and shall not communicate to any person information that has not been made public, except in the course of regular duties or by authorization of the Board.

Section 6. Complaint Procedure. The University shall maintain an employee complaint procedure (a/k/a "Whistleblower Policy") to encourage any Trustee, Officer, employee or Member to voice concerns regarding such matters as the University's compliance with the law, operations, fiscal management, etc. Such policy shall provide procedures for the University to respond and correct any problems in a prudent manner as well as take steps to prevent retaliation against any person who complains about said issues.

Section 7. Reimbursement of Expenses. Any request for reimbursement of expenses must be submitted to the Treasurer or the Vice President of Finance, in writing, within sixty (60) days of the expenditure. Any excess reimbursement shall be returned to the University promptly.

Section 8. Annual Report. The Board shall cause an annual report to be sent to the Trustees within one hundred and twenty (120) days after the end of the University's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year: the assets and liabilities, including the trust funds, of the University as of the end of the fiscal year; the principal changes in assets and liabilities, including trust funds; the revenue or receipts of the University, both unrestricted and restricted to particular purposes; and the expenses or disbursements of the Corporation for both general and restricted purposes. The annual report shall be accompanied by any related report of independent accountants or, if there is no such report, by the certificate of an authorized Officer of the University that such statements were prepared without audit from the University's books and records.

Section 9. Notice. Any notice or other written communication required or permitted to be given, made, or sent by statute, the Articles of Incorporation, or these Bylaws, except as otherwise set forth in these Bylaws, shall be in writing duly executed by or in behalf of the party or parties giving or making the same, by actual, typed or otherwise reproduced signature(s), and shall be physically delivered or sent by email, electronic transmission, registered, certified, express, or other first class mail to each person entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at the address designated, at such person's last known address). If any instrument is sent by mail as provided above, the date of its deposit (with postage thereon prepaid) in a post office or official depository under the exclusive care and custody of the United States Postal Service shall be deemed to be the date of the notice or other written communication contained in such instrument. A notice provided by electronic transmission is effective only if it is sent to an electronic system that an individual has designated or currently uses for the purpose of receiving electronic transmissions of the type sent. The consent of any individual to receive

electronic notice is revoked in the form of a record delivered to the Secretary and it is deemed revoked if the University is unable to transmit electronically two consecutive notices and this inability becomes known to the Secretary. Any Member, Trustee or Officer may waive any notice required to be given under these Bylaws.

## **Article XIV - Corporate Relations**

Section 1. Transactions with Interested Trustee. The Board shall require not less frequently than once per year a statement from each Trustee setting forth all business and other affiliations that relate in any way to the business of the University. Each Trustee shall be responsible for disclosing to the University any such conflict of interest. The University shall not knowingly enter into any contract or other transaction if an employee, Officer, Trustee or committee member has a conflict of interest concerning a proposed grant, contract or transaction, unless:

- a. The material facts as to the relationship or interest giving rise to the conflict are disclosed to the Board and to the Members, if the Members are entitled to vote thereon;
- b. The contract or transaction is fair and equitable as to the University's interests as of the time the Board and the Members, as applicable, authorized, approved, or ratified it; and
- c. The Board of Trustees in good faith authorizes the contract or transaction by the affirmative vote of a majority of disinterested Trustees, and the Members, if entitled to vote thereon, in good faith authorize the contract or transaction.

Individuals who disclose a conflict of interest may not be counted in determining the presence of a quorum at any Board or committee meeting that approves or authorizes a contract or transaction described above.

Section 2. University Activities. The University shall be permitted to endorse, promote or market any product or service, including, but not limited to paid advertisements on the University's website, in its publications, on its property, and/or in its meetings, provided that in no event shall the aggregate amount received by the University for such activities constitute more than fifteen percent (15%) of the University's annual gross income.

Section 3. Nondiscrimination. The University shall comply fully with all applicable federal and state statutes and regulations against discrimination.

THE FOREGOING Bylaws were duly considered, voted upon and adopted on this 6th, day of August, 2022, at a meeting of the Members of the Corporation, duly called for such purpose a . shall amend, restate and supersede all former Corporation Bylaws.

*Br. Boniface V. Lazzari, OSB*

Br. Boniface V. Lazzari, O.S.B.  
Secretary of Saint Martin's University  
A Washington State Nonprofit Corporation

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# **St. Martin's Abbey & Saint Martin's University Licensing Agreement**

## PREAMBLE

In 1894 the administration of Saint John's Abbey in Collegeville, Minnesota, began doing the groundwork for the establishment of a monastic foundation and school in Washington State. Monks of Saint John's Abbey were deputed to purchase a large piece of land suitable for the construction of a monastery and school and for farming. The school was to operate with a Catholic identity under the patronage of Saint Martin of Tours, imbued with a Benedictine charism with a mission to educate students within in the Liberal Arts tradition.

In 1904 Saint Martin's monastic community and its school had established itself sufficiently so that it received independence from Saint John's Abbey. Saint John's Abbey, as the founding community, endowed the newly independent foundation with both the land and buildings the cost of which Saint John's Abbey had underwritten. The purpose of this gift was to establish Saint Martin's so that it could operate as an independent monastic community operating its Catholic, Benedictine, Liberal Arts school. For many years, the monastic community set the policies of the school and the administration of the school operated as an integral part of the monastic community's operation. In 1955 this began to change when the corporate structure of the existing schools changed. This relationship has continued to evolve since 1955. Despite the organizational changes, it has always been the monastic community's requirement and expectation that its land would continue to be used to support both its religious mission and its Catholic, Benedictine, Liberal Arts educational mission.

## LICENSE AGREEMENT:

This license agreement is made as of this the 13<sup>th</sup> day of September, 2022 by ST. MARTIN'S ABBEY, a Washington not-for-profit corporation (hereinafter called "Abbey") and SAINT MARTIN'S UNIVERSITY, a Washington not-for-profit corporation (hereinafter called "University").

## REPRESENTATIONS:

A. Abbey owns parcels of land located in Thurston County, Washington. Several parcels of land are described in the 2002 Master Plan Update June 2010 (as such plan now exists or may be hereafter amended, the "Master Plan") and are identified on the attached Exhibit "A" as the "Core Campus" and the "Extended Campus."

B. University operates a Catholic, Benedictine, Liberal Arts educational institution of higher learning on the Core Campus, and leases from the Abbey certain other parcels of land (the "Leased Property") included within the Core Campus the Leased Property is included within the Core Campus for the purposes of this License Agreement, but is also subject to those certain Leases between Abbey and University as identified in in section 5.03. Upon expiration of each said Lease (or any amendments or extension thereof) each such premise leased to the University shall remain subject to the terms and conditions of this license agreement. In addition to the Core Campus, which is subject to this License Agreement, the University uses additional real property of the Abbey for educational purposes. Such additional property, referred to as the "Extended Campus" in Exhibit "A" hereto is also subject to this License Agreement.

C. In furtherance of its Catholic, Benedictine, Liberal Arts educational purposes and to create an integrated campus for its operation of a university, University desires to have access to the entire Core Campus, including the Leased Property. The Abbey supports the University in its desire for access to the Core Campus and the Extended Campus and is willing to grant University a license to utilize the Core Campus and the Extended Campus provided that this utilization in no way conflicts with or interferes with the Abbey's ongoing customary use of the property for a monastery, church and related functions such as a museum, a guest house or retreat center and workshops and presentations for the monks and their guests. University agrees that its access and use of said property shall be always subject to such conditions.

D. The parties desire to execute this agreement to memorialize the license agreement and describe its terms.

BASED upon the above representations and for and in consideration of the mutual promises contained herein, Abbey and University agree as follows:

AGREEMENT:

1. GRANT LICENSE. Abbey hereby grants to University, a revocable nonexclusive license to the Core Campus and the Extended Campus.
2. USE AND PURPOSE OF LICENSE. University shall use the Core Campus and Extended Campus only for such uses as are permitted from time to time by the Abbey-University Master Plan as said plan now exists or may be hereafter amended in accordance with the conditions set forth herein and with the tax-exempt purposes of the University. Any other use of the Core Campus and Extended Campus, or any amendment of the Master Plan, shall require the written consent of Abbey. This license grant is for the purpose of permitting the University, its employees, students, and invitees use of and access to, over and through the Core Campus and Extended Campus.
3. TERM. The license shall continue until revoked in accordance with the terms of this License Agreement.
4. LICENSE FEE. A one-time license fee of Twenty Dollars (\$20.00) shall be payable by University to Abbey, in advance, at time of execution of this license, as a prepayment of the license fee for the entire term of the license.
5. REVOCATION/TERMINATION. The license granted by this License Agreement is subject to termination upon the occurrence of any of the following:
  - 5.1. Notice. Abbey may revoke this License at any time as to all or any portion of the Core Campus, with or without cause, upon ten (10) years prior written notice to University; provided, however, that such termination shall not be effective until and unless the Washington Higher Education Facilities Authority Variable Rate Demand Revenue and Refunding Bonds (Saint Martin's University Project), Series 2007A, have been fully paid or otherwise terminated. Abbey may revoke this License at any time as to all or any portion of the Extended Campus, with or without cause, upon two (2) years' prior notice to the University; provided, however, that if there is any change in the status of all or any portion of the Extended Campus as property exempt from taxation by Washington State Department of Revenue or Thurston County, Washington, the Abbey may revoke and



terminate this License as to the Extended Campus on sixty (60) days' written notice to the University.

- 5.2. University Use. This License shall be subject to termination by the Abbey upon the one year's written notice by the Abbey to the University in the event of a failure by University to operate a Catholic, Benedictine, Liberal Arts institution of higher learning upon the Core Campus, if, after such notice and the expiration of the notice period, the University has been unable or unwilling to cure such failure. In its notice of termination pursuant to this subparagraph 5.2, the Abbey shall identify with specificity its grounds for termination. The requisite Catholic, Benedictine, Liberal Arts qualities of this institution are set forth in the following section 5.3 "Catholic Identity, Benedictine Charism, and Liberal Art tradition". Each September the University shall be subject to an annual review by the Abbey, or its designated agent(s), of its operation as a Catholic, Benedictine, Liberal Arts institution of higher education. Every three (3) years this review should be conducted by an outside agent. The University Administration and other personnel shall cooperate in an annual review of the University's fulfillment of its Catholic, Benedictine, Liberal Arts Commitment. This review shall take place between September 15th and 30th each year.

5.3. Catholic Identity, Benedictine Charism and Liberal Arts Tradition.

- 5.3.1. Saint Martin's University is a Catholic, comprehensive coeducational University located in Lacey Washington, near the state capital. Established in 1895, as St. Martin's College the University is the educational apostolate of Saint Martin's Abbey, a Benedictine monastery of the Roman Catholic Church, whose members pray, work, and live together on the University campus.
- 5.3.2. Aspects of its centuries' old Benedictine heritage permeate the vitality of Saint Martin's University. Hence, the University cherishes a love of learning in an environment where knowledge is deepened by an understanding of Judeo-Christian provenances. The university curriculum, as a result, rests upon a solid liberal arts foundation that preserves, enriches, and renews traditional scholastic studies, as well as professional and pre-professional programs.
- 5.3.3. Reflecting the Benedictine virtue of hospitality, the University welcomes students from the Pacific Northwest and other parts of the nation and world at its main and extension campuses. It gladly accepts persons of all ages, religions and nationalities into its midst. The University encourages cognizance of diverse viewpoints and an appreciation of different cultures.
- 5.3.4. In a way that mirrors Benedictine life, Saint Martin's University encourages service to the community and nurtures the family spirit among all who participate in *life* at the University, including students, staff, monks, faculty, administrators, trustees, alumni and other friends.
- 5.3.5. Above all else, Saint Martin's University fosters academic excellence. In its selected undergraduate and graduate programs, the University cultivates creativity and the ability to communicate and pursue ideas; critical thinking and independent inquiry; academic proficiency; and the formation of sound ethical



judgments. The development of these attributes motivates students to fulfill their personal familial, professional and social responsibilities.

5.3.6. Believing that intellect alone cannot sustain a meaningful life, Saint Martin's University works to unfold the potential of the whole person by adhering to the following ten hallmarks of Benedictine education:

1. Love of Christ and Neighbor

- *"Benedictine colleges and universities seek, above all, to be grounded in love and animated by it. The 'love of learning and desire for God,' so celebrated as part of Benedictine culture, make demands on all and are expansive enough to engage the deepest purpose of persons from all backgrounds who desire to teach and to study, to serve and to lead."*

2. Prayer: A Life Marked by Liturgy, Lectio, and Mindfulness

- *"Benedictine educational institutions seek to create and to preserve a noticeable rhythm of public prayer and of private attention to the sources of religious inspiration. We strive to ensure that the design and life of the campus promotes a spirit of transcendence and mindfulness, encouraging all to cultivate lives of prayer appropriate to their own faith."*

3. Stability: Commitment to the Daily Life of this Place, its Heritage, and Tradition

- *"At Benedictine educational institutions, we put great energy into cultivating lasting relationships among students, faculty, and staff. We seek to embed a vigorous exchange of ideas within the pattern of life on campus, recognizing the shared human standing of all."*

4. Conversatio: The Way of Formation and Transformation

- *"Benedictine colleges and universities attempt to call all members of the campus community to move out of their comfort zones for the sake of learning and integrity. We are not afraid to focus on habits of mind that will require many years to develop."*

5. Obedience: A Commitment to Listening and Consequent Action

- *"In intellectual inquiry, obedience means respecting the integrity of disciplinary methods of study and maintaining fidelity to the evidence, wherever it leads. Obedience helps to form an intellectual community that draws on a number of disciplines and respects the methodologies proper to each. All members of a Benedictine educational institution are encouraged to work to understand, to respect the viewpoints of others, and to adhere to standards of excellence in thinking and communicating."*

6. Discipline: A Way Toward Learning and Freedom

- *"In pursuing academic excellence, a Benedictine institution of higher education strives to shape the classroom, laboratory, and studio—as well as social interactions and athletics, service, and leadership programs—so*

*as to model and to call forth personal discipline on the part of students. The goal is to move from a discipline imposed from the outside to a mature self-discipline in which a person possesses a robust love of learning”*

7. Humility: Knowledge of Self in Relation to God, Others, and Creation

- *“Alone, none of us can learn what we most need to know, nor bring to completion what most needs to be done. We strive to engage the insights and expertise of a wide variety of persons in our educational mission so that each of us can discover what we are good at doing and what we need others’ help to achieve.”*

8. Stewardship: Responsible Use of Creation, Culture, and the Arts

- *“In Benedictine educational institutions, we seek to foster awareness that we are part of a larger ecology and that the environment—human as well as nonhuman—has been given by God for the sake of all. We encourage the creative and sustainable use of resources and their just distribution for the good of all.”*

9. Hospitality: Openness to the Other

- *“Within Benedictine educational institutions, we strive to extend hospitality to each member of the educational community, especially to those new to the community and/or coming from other traditions. More broadly, we seek to cultivate curricular and cocurricular ways to recognize the needs and to call forth the talents and gifts of persons of differing capacities and dispositions, of diverse races, cultures, and backgrounds.”*

10. Community: Call to Serve the Common Good

- *“Benedictine colleges and universities seek to inculcate this practical focus on community building and its profound openness to human history and to global experience. It is our intent to cultivate a focus on the nature of responsible living; such a focus is enriched by local example, grounded in the wisdom of the past, and refreshed by the perspectives of other cultures.”*

5.3.7. Rooted in these values University agrees to the following provisions to maintain its Catholic identity, Benedictine charism, and Liberal Artstradition:

5.3.8. THE CATHOLIC IDENTITY

5.3.8.1. The Catholic identity of this institution of higher education (University) shall be characterized by the observance of the norms of the Ecclesiastical Norms of the Roman Catholic Church and of the apostolic constitution *Ex Corde Ecclesiae* as they apply to catholic institutions of higher education. The mission and the philosophy of the University shall accord with and not conflict with the teachings found in the Catechism of the Catholic Church. The implementation of this mission and philosophy shall accord with and not be in conflict with these same teachings or the norms as well as those set by Roman Catholic bishop of the local diocese and the teachings on Catholic education as set forth in the Declaration on Christian Education *Gravissimum*

*Educationis* and the teachings of the Dicastery for Culture and Education (formerly the Congregation for Catholic Education) including *The Catholic School* (1977), and *The Catholic School on the Threshold of the Third Millennium* (1997). The University shall maintain its Catholic affiliation. To maintain its Catholic identity University shall ensure the following:

- 5382. As a Roman Catholic University, the University shall maintain a Roman Catholic campus ministry program with one full time Roman Catholic minister for the first 500 students enrolled and one half-time Roman Catholic minister for each additional 250 students enrolled in the University.
- 5383. The Abbey and the University reserve the right to designate certain positions in the University be reserved for Roman Catholics. Example: the chair of the Department of Theology and Religious Studies.
- 5384. President of the University shall be a practicing committed Roman Catholic who understands and who can and does articulate and implement the University's Catholic Benedictine mission and heritage.

#### 5.3.9. THE BENEDICTINE CHARISM

- 5391. The Benedictine charism of the University shall be characterized by the spirit of the Rule of Saint Benedict and the document entitled *Education within the Benedictine Wisdom Tradition* from the Association of Benedictine Colleges and Universities (October 23<sup>rd</sup>, 2006). Saint Martin's University was founded and continues to be sponsored and supported by the Saint Martin's Abbey. The Board of Trustees and the officers of the University are called upon to acknowledge and act upon the principle that the University will be conducted in harmony with the history and tradition of the founding Benedictine monastic community. To maintain its Benedictine charism University shall ensure the following:
- 5392. Members of The Religious House who are qualified by talent and dedication should be employed in academic, administrative, and other roles in the University. The University shall give first preference to hiring qualified Benedictine monks to work in the University, subject to a definitive hiring policy to be mutually agreed upon by the University and the Abbey.
- 5393. All employees of the University (administrators, faculty & staff) shall commit themselves to support the University's Catholic Benedictine mission.

#### 5.3.10. THE LIBERAL ARTS TRADITION

5.3.10.1. The Liberal Arts Tradition of the University shall be characterized principally by the apostolic constitution *Ex Corde Ecclesiae* as it applies to the academic character of Catholic institutions of higher education and the long history of the spirit of the Catholic intellectual tradition. The liberal arts introduce students to the value of knowledge in and of itself and not solely as a path to financial gain or other purely materialistic ends. The liberal arts are liberal to the degree that they liberate the student, freeing them from ignorance and enlightening them in the truth. As such, it includes discernment of a personal moral stance based upon the centrality of human community, and the need for human healing. For religious persons, the liberal arts also



provide a link to the deepest level of human experience, falling and being in love with God. This is what is meant when the university asserts that it educates the whole person. Each student who graduates the university ought to be competent not only in their primary field of studies but should also be exposed to a wide range of academic disciplines in the liberal art tradition to attain that liberation which a holistic education provides. Paramount among these fields are the study of theology and religious studies for the education of the spiritual faculties of the student and the study of philosophy which provide for the intellectual foundations of a well- rounded education.

5.3.10.2.The Abbey and the Board of Trustees charge the President with the responsibility of implementing a core curriculum that is consistent with the university's mission and identity as a Catholic, Benedictine, and liberal arts institution; namely to actualize the student's capacity for deep thinking and openness to the sacred. Additionally, the President is charged with creating measurable outcomes and annual reports to ensure effectiveness of the core curriculum.

5.4.Breach of Agreement. Except as provided elsewhere in this License, the license granted under this Agreement shall be subject to termination by the Abbey upon sixty (60) days' written notice of any material breach or default in the terms hereof or of any applicable Lease with respect to any portion of the Leased Property, and an opportunity to cure such breach or default in the University's obligations hereunder or under said Lease within said sixty (60) day notice period; provided, however, that such termination shall not be effective until and unless the Washington Higher Education Facilities Authority Variable Rate Demand Revenue and Refunding Bonds (Saint Martin's University Project), Series 2007A, have been fully paid or otherwise terminated.

## 6. UNIVERSITY COVENANTS.

6.1.Fiscal Year. The fiscal year shall begin on July 1st, each year and end on June 30th the following year.

6.2.Fiscal Reports. Between October 1<sup>st</sup> and October 15<sup>th</sup> of each year the University shall present Abbey with financial statements for the previous fiscal year, audited and certified by independent certified public accountants, and accompanied by the accountants' management report and any management letters relating thereto, if any, and an opinion of such accountants, which opinion shall be unqualified as to scope or as to the University being a going concern and shall contain such statements as are customarily included in unqualified reports of independent accountants in conformity with the recommendations and requirements of the American Institute of Certified Public Accountants (or any successor organization). By October 25<sup>th</sup> of each year the University Administration shall respond in writing to any Abbey questions regarding University's annual audit or the University's financial operation. The University acknowledges and agrees that the Abbey shall be entitled to share all fiscal reports designated in this Section with the appropriate ecclesiastical authorities.

6.3.Balanced Budget. The University shall operate with and maintain a balanced budget in each fiscal year, so that the University's total revenues equal or exceed the University's total expenses plus any transfer of unrestricted net assets in each fiscal year.

6.4.Payment of Debts Owed To Abbey. All University debts owed to Abbey shall be due and

payable within 30 days from receipt of invoice/notice from Abbey.

7. ALTERATIONS AND IMPROVEMENTS. University shall have no right to materially alter the Core Campus or the Extended Campus, or to place any material improvements, whether temporary or permanent, upon the Core Campus or the Extended Campus other than as provided in the Master Plan, without the prior written consent of Abbey.
8. REPAIR AND MAINTENANCE. University agrees to keep the Core Campus and the Extended Campus in good, clean, safe order and condition. If University fails to keep the Core Campus and the Extended Campus in such condition, Abbey shall have the right to cause the Core Campus or Extended Campus to be put in said condition and University shall promptly pay to the Abbey the costs of such action plus interest at twelve percent per annum from the date of payment of such costs.
9. SERVICES. University shall pay for any utilities provided for its use.
10. CARE OF PREMISES. University will permit no waste, damage, or injury to the Core Campus or the Extended Campus.
11. TAXES. Any taxes levied or assessed directly against University or its business or against the Abbey as a result of University's activities shall be paid by University.
12. INDEMNIFICATION/HAZARDOUS WASTE.
  - 12.1. At all times during the pendency of this License Agreement, University agrees to indemnify and hold harmless Abbey from all claims, actions, causes of action, judgments, liabilities, expenses, costs and reasonable attorneys' fees and from all limitations, restraints, penalties or obligations pertaining to Abbey arising out of any act, omission, or neglect in connection with University's (including University's employees, agents, officers, licensees, invitees or other occupants of the Core Campus or Extended Campus) use or occupancy of the Core Campus or Extended Campus covered by this License Agreement, except where such is a result of the negligence or willful misconduct of Abbey, or its agents or employees. The University's obligation to indemnify the Abbey shall be governed by such additional terms and conditions as may be mutually agreed upon in writing by the University and the Abbey in an indemnification agreement separately negotiated and executed by the parties.
  - 12.2. During the term of this License Agreement, Abbey agrees to indemnify and hold harmless University from all claims, actions, causes of action, judgments, liabilities, expenses, costs and reasonable attorneys' fees and from all limitations, restraints, penalties or obligations pertaining to University arising out of any act omissions, or neglect in connection with Abbey's (including Abbey's employees, agents, officers, licensee, or invitees) ownership of the Core Campus or Extended Campus, except where such is a result of the negligence or willful misconduct of University, or its agents or employees.
  - 12.3. University shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Core Campus or Extended Campus, any adjacent property, or in any improvements placed on Core Campus or the Extended Campus. University represents and warrants to Abbey that University's intended use of the Core Campus and Extended Campus does not involve the use, production, disposal, or bringing on the Core Campus or the Extended Campus of any hazardous waste or materials, except such hazardous waste or materials as are normal, incidental or customary to the operation of a university, including the routine use of academic laboratory chemicals and materials, which shall be



properly cared for and disposed of. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or

dangerous (or any similar term) by any federal, state, or local statute, regulation, rule or ordinance now or hereafter in effect, and shall include all forms of waste/debris generated by University's activities. University shall comply at all times with all statutes, regulations and ordinances, and with all orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control removal, or cleanup of hazardous waste or materials in, on or under the Core Campus, the Extended Campus, or any adjacent property, or incorporated in any improvements, at University's sole expense.

12.4. After notice to University and a reasonable opportunity for University to effect such compliance, Abbey may, but is not obligated, to enter upon Core Campus and Extended Campus and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Core Campus and Extended Campus; provided however, that Abbey shall not be obligated to give University notice and opportunity to effect such compliance if (1) such delay might result in material adverse harm to Abbey, Core Campus or Extended Campus, (2) University has already had actual knowledge of the situation and a reasonable opportunity to effect such compliance, or (3) an emergency exists. Whether or not University has actual knowledge of the release of hazardous waste or materials on Core Campus, Extended Campus, or any adjacent property as the result of University use of the Core Campus or Extended Campus, University shall reimburse Abbey for the full amount of all costs and expenses incurred by Abbey in connection with such compliance activities, and such obligation shall continue even after the termination of this License Agreement. University shall notify Abbey immediately of any release of any hazardous waste or materials on the Core Campus or the Extended Campus.

12.5. University shall indemnify and hold Abbey harmless against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against Abbey, the Core Campus or the Extended Campus by reason of, or in connection with (1) any misrepresentation, breach of warranty or other default by University under this paragraph or (2) the acts or omissions of University, or any other person for whom the University would otherwise be liable, resulting in the release of any hazardous waste or materials or the violation of any law, rule, regulation or order pertaining to hazardous waste or materials. The respective indemnity agreements of Abbey and University shall survive the termination of this License Agreement as to any act alleged to have occurred during the term of this License Agreement and shall survive until the expiration of the applicable statute of limitations (or any reinstatement thereof).

13. **INSURANCE:** University shall, at its expense, provide and shall keep in force at all times a policy or policies of public liability insurance covering the Core Campus and the Extended Campus in the amount of Eleven Million Dollars (\$11,000,000.00) per occurrence, insuring Abbey and University as named insured against liability for injury (including death) to persons and damages to property in consequence of any occurrences on or about the Core Campus or the Extended Campus. University shall review and adjust the amount of insurance annually to an amount reasonable required by Abbey. If required by Abbey, and if such insurance is available to University at a reasonable cost as determined by University, University shall obtain insurance insuring the parties against claims for damage resulting from violation of environmental laws. Upon request of Abbey, University shall furnish Abbey with a certificate from each insurer indicating that the insurance policies required by this License Agreement are in full force and effect, Abbey is named as an additional insured, and the policy may not be canceled without ten (10)

days prior notice to Abbey. University shall retain all insurance policies required by this License and insuring University at any time during the term of this License.

14. LIENS: University shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for the University at or for use in the Core Campus or Extended Campus, which claims are or may be secured by any mechanic's or material man's lien against the Core Campus or the Extended Campus or an interest therein. If the University, in good faith contests the validity of any lien, claim or demand, the University shall at its sole expense, defend itself and the Abbey and shall satisfy any adverse judgment before its enforcement against the Abbey, the Core Campus or the Extended Campus.
15. ASSIGNMENT. This Agreement and the rights hereunder are unique and personal to University and cannot be assigned in whole or in part without the prior written consent of Abbey.
16. CONDEMNATION. If the Core Campus, the Extended Campus or any portion thereof is taken under the power of eminent domain, or sold under the threat of its exercise, this License Agreement shall terminate as to the part taken as of the earlier date the condemning authority takes title or possession.
17. DISPUTES/MANDATORY ARBITRATION. Mindful of the high cost of litigation, not only in dollars but time and energy as well, the parties intend to and do hereby establish an expeditious final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this Agreement. Accordingly, Abbey and University hereby covenant and agree that, unless otherwise stated, any controversy, dispute, or claim of whatever nature arising out of in connection with, or in relation to the interpretation, performance or breach of this License Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Olympia, Washington, administered by and in accordance with the then existing Rules of Commercial Arbitration of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered by any state, tribal or federal court having jurisdiction thereof.
18. GENERAL PROVISIONS.
  - 18.1. Severability. The validity of any provision of this License as determined by a court of competent jurisdiction will not affect the validity of any other provision.
  - 18.2. Attorneys' Fees. In any action to enforce or interpret this License Agreement the prevailing party is entitled to recover reasonable attorneys' fees from the losing party.
  - 18.3. Notices. Any notice given under this License Agreement shall be in writing and may be given by personal delivery or by certified mail, postage prepaid, or by air courier, addressed to the University or to the Abbey at their addresses set forth above their signatures below, and shall be effective when received. Notices personally delivered are considered received upon delivery. Mailed notices are considered received five (5) five days after deposit in the mail or such other courier. Either party may by notice under this section change its address for notice purposes. A copy of all notices given to the Abbey shall be concurrently transmitted to any person designated in writing by the Abbey.
  - 18.4. Amendments. No amendment of this License Agreement shall be valid unless in writing and executed by all parties hereto.
  - 18.5. Quiet Possession. Upon paying the license fee and observing and performing all of the covenants and conditions herein, the University shall have quiet possession of the Core



Campus and the Extended Campus for the entire term subject to all of the provisions of this License Agreement; provided, however, that the Abbey shall not be responsible for any disruptions to the University's quiet possession caused by students, employees, agents, guests, or activities of the University.

- 18.6. NO WAIVER OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach.
- 18.7. Relationship of Parties/Liability. For the purpose of this License Agreement, the relationship of the parties hereto is strictly that of licensor and licensee. Nothing herein shall be construed so as to create a partnership, joint venture, or agency. Neither party hereto shall be liable for the debts and obligations of the other.
- 18.8. Governing Law. The validity of this License Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms herein shall be governed in accordance with the internal laws of the State of Washington and the internal laws of the Catholic Church (Canon Law). Venue in the event of any dispute shall be Thurston County, Washington.
- 18.9. Enforceability. The parties agree that this Agreement is fully enforceable in accordance with its terms, including any amendments that may be adopted in accordance with Section 18.4 hereof. Subject always to the preceding sentence, it is the parties' mutual intention that this Agreement be subject to review and further discussion from time to time as may be mutually determined by the parties, the mutual goal being to encourage constructive dialogue between the parties with regard to their shared values and interests.

#### SIDE AGREEMENT


The University shall obtain written approval from St. Martin's Abbey to convey an interest in real property at the site of the University in Thurston County, Washington, in Sections 16 and 21, Township 18, Range 1 West W.M. The University shall also obtain written approval to amend, modify, or change the conveyance of an interest in real property at the site of the University in Thurston County, Washington, in Sections 16 and 21, Township 18, Range 1 West W.M.

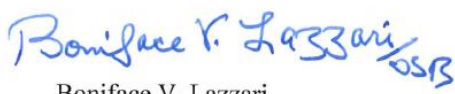


IN WITNESS WHEREOF, the parties have executed this License Agreement the date set forth above.

ABBHEY:


St. Martin's Abbey  
5000 Abbey Way SE  
Lacey, WA 98503

By   
Marion Q. Nguyen  
Its President


By   
Boniface V. Lazzari  
Its Secretary

UNIVERSITY:

Saint Martin's University  
5000 Abbey Way SE  
Lacey, WA 98503

By   
Jennifer Bonds-Raacke  
Its President

By   
Medrice Coluccio  
Its Chair of the Board of Trustees

By   
Boniface V. Lazzari  
Its Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Marion Q. Nguyen and Boniface V. Lazzari are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of St. Martin's Abbey to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED March 22, 2023.

Tanaa Guyer  
Tanaa Guyer

Name)



(Print

Notary Public  
Residing Lacey, WA at  
My appointment expires 8/14/2024

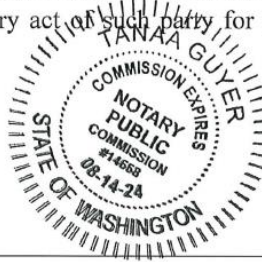
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Jennifer Bonds-Raacke, Medrice Coluccio, and Boniface V. Lazzari are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of Saint Martin's University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED March 22, 2023.

Tanaa Guyer  
Tanaa Guyer

Name)



(Print

Notary Public  
Residing Lacey, WA at  
My appointment expires 8/14/2024



