

NORTH PARK UNIVERSITY
EMPLOYEE HANDBOOK

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Section I

Introduction

Welcome to North Park University

North Park University is privileged to play a role in America's unique system of higher education. As a private, church-sponsored, higher education institution, North Park contributes positively and substantially too many constituencies.

As a distinctively Christian institution, North Park contributes to the diversity of American higher education, representing a commitment to the bridging of the worlds of religious faith and intellectual inquiry, which enhances the free pursuit of truth and thus contributes to the common good of our society. As a church-related institution, North Park contributes directly to the ongoing ministry and service of the Evangelical Covenant Church through the education of future church leaders, both lay and clergy. As a city-based institution, North Park not only seeks to be a responsible corporate citizen but also to respond to the educational, cultural and social needs of Chicago through programs consistent with our fundamental educational mission.

To carry out that mission, a rich and varied pool of resources is required. The financial and facilities resources are, perhaps, the most obvious and tangible, but the spiritual and human resources truly make the difference. The commitment, creativity and competence of North Park's faculty and staff, in tandem with that of our world-wide circle of supporters, determines to a large measure the extent to which our mission is accomplished.

Therefore, we are pleased you have decided to join us at North Park University. We hope that your association with us will provide satisfying work as you continue the rich tradition of distinguished faculty and staff who have served North Park students for over 100 years. Because our success as an institution depends upon each person doing his or her task well, I urge you never to lose sight of the importance of your particular tasks to the overall mission of North Park.

Welcome to the North Park team.

Use of the Handbook

The Office of Human Resources has designed this Staff Handbook to help you adapt to your new surroundings as quickly and easily as possible. It contains a short history of the institution, information of general interest, and a set of policies which we must all observe if we are to work together as a successful team. It also explains what North Park University expects from you.

From time-to-time, updated editions of this handbook will be sent to you. Federal and state regulations are constantly changing and institutional policies and practices may change at any time. We will attempt to keep you up-to-date on any changes that will affect your employment, but because changes occur rapidly and frequently, we cannot promise that you will receive immediate notice. We therefore recommend that you seek guidance from the Assistant Vice President of Human Resources prior to reliance on any statement herein.

The interpretation of policies in this manual is the responsibility of the Office of Human Resources;

The information in this handbook reflects current North Park policies and practices and supersedes all previous handbooks. These policies and practices apply to administrators, professional and support staff and are subject to change without notice. Suggestions for amendments, revisions, additions, or deletions to this information, as well as any questions of interpretation or implementation, should be referred to the Assistant Vice President of Human Resources, who is responsible for the compilation and distribution of employment-related information. Nothing contained herein is intended to be an implied or expressed promise or contract. The handbook does not create any contractual rights and is for informational purposes only. Employment at North Park is at-will, (see definition, Section II page 8).

however,
questions
can
initially be
addressed
to

supervisors. Any exceptions in practice to the policies stated herein should be cleared in advance with Human Resources.

History of North Park

North Park University began its tradition of academic excellence in 1891 and traces its roots to first-generation Swedish Americans. North Park was from the beginning, and continues to be, affiliated with and generously supported by the Evangelical Covenant Church.

The founding of North Park University dates back to 1889 when the first classes met in the basement of a Minneapolis church. Known as the Skogbergh School to honor the man who gave the school to the Evangelical Covenant Church, the classes offered Swedish immigrants basic instruction in Bible, English, speech and business. In 1893 the Evangelical Covenant Church purchased eight-and-one-half acres of farmland in Chicago and moved the school there. In 1894 the first structure, Old Main, was built, housing classrooms, a small library, offices, men's dormitory and dining hall. The institution, which offered seminary training and business and music classes, soon expanded to include an Academy and Junior College. In 1956 the Junior College became an accredited four-year institution, North Park College. In 1997, the College became North Park University.

Today, North Park University consists of a College of Arts and Sciences (Faculty of Humanities, Faculty of Life Sciences, Faculty of Physical and Mathematical Sciences, Faculty of Social Sciences, Faculty of Cultural Studies and Faculty of Christian Life and Thought), five professional Schools (School of Business and Nonprofit Management, School of Professional Studies, School of Education, School of Music, School of Nursing), and a graduate theological Seminary. The University is accredited by the North Central Association of Colleges and Schools. In addition to traditional undergraduate degree programs, North Park

offers an adult degree completion program and graduate programs in Business Administration (MBA), Management (MM), Masters of Human Resource Management (MHRM), Masters of Nonprofit Administration (MNA), Masters of Higher Education Administration (MHEA), Nursing (MS with major in nursing; post-master's Adult Nurse Practitioner), Education (MA), Masters of Music in Vocal Performance (MM), , and joint Nursing/MBA, Seminary/MBA programs. The Seminary offers a number of masters programs as well as a Doctor of Ministry degree.

North Park derives its mission from the traditions of higher education, the tenets of the Christian faith and the needs of society. North Park believes that a liberal arts education should prepare students for a rich, morally responsible life and equip them with those intellectual and social skills necessary to succeed in any vocation or pursuit.

North Park Theological Seminary is a graduate theological school designed to equip women and men for Christian ministry as pastors, educators, missionaries, and theologically-trained lay leaders. The Seminary is committed to worship and community as the necessary context for excellence in theological education. The Seminary is also accredited by the Association of Theological Schools.

Mission & Vision Statement

The mission of North Park, as an intentionally Christian university of the Evangelical Covenant Church, is to prepare students for lives of significance and service through liberal arts, professional, and theological education.

The vision of North Park, building on our core institutional identity—Christian, urban, multicultural—is to fashion a university of uncommon character and enduring excellence where faith and learning meet.

Guiding Principles

- Make the intellectual, spiritual, social, and physical development of students our consistent priority.
- Recruit, retain and develop faculty and staff of demonstrable quality, dedicated to our institutional mission and vision.
- Nurture an institutional culture which truly values people and is characterized by integrity, diversity, collegiality, fairness, compassion and joyful living.
- Involve all our constituencies in maintaining and extending our tradition of pietistic and evangelical Christian higher education.
- Utilize a portion of our resources to respond to the needs of our local and global community. (Excerpted from the North Park University Strategic Plan dated July 2004).

Values

- Learning as a gift, joy and sacred obligation.
- Cultivation of the University, including both internal and external constituencies, as an interrelated learning community.
- Personal concern for students and devotion to their development as whole persons.
- Fidelity to the Christian faith and to our particular heritage in the Evangelical Covenant Church.
- Affirmation of racial and ethnic diversity as reflective of the vision of the Kingdom of God.

- Engagement of Chicago as our dynamic context for education and service.

These guiding principles are important because they provide the central themes around which our work together is organized. It is good for each one of us to remind ourselves, even though at times we may be consumed by the details of our own particular tasks, that our work ultimately is contributing to the successful achievement of this challenging mission for North Park.

Statement of Ethics

North Park's standards of ethics are based upon Christian values of honesty and integrity. A decision to become a part of the North Park community implies a willing commitment to live in accordance with institutional standards and values.

Business Practice: North Park's policy is to obey all applicable laws and regulations, both state and federal, in conducting its business. Employees should report any violation or apparent violations of laws or good ethical practice to their supervisor. The supervisor should take corrective action. If the matter is outside his or her authority, the supervisor should report it to his or her Dean, Vice President or the President. If you have a question as to whether a certain practice is in keeping with good ethical conduct, you should discuss it with your supervisor.

The same standards must govern the conduct of North Park employees. Each employee must comply with all applicable laws and regulations, avoid any form of falsification, and maintain good ethical practices at all times. Failure to meet these standards can result in serious disciplinary action, including termination of the employment relationship.

Personal Use of Institutional Property: Employees may not use or keep institutional property, equipment, assets or services for any purpose unrelated to the business of North Park. Any exceptions to this policy must be approved by the employee's supervisor in writing.

Conflicts of Interest: As a member of the North Park community, each employee owes a duty of loyalty to North Park and must keep the best interest of North Park paramount whenever making decisions which could affect the institution. It is difficult to satisfy this duty when an employee has a conflict of interest, either because of a relationship with another employer or because the employee has a personal interest in a transaction. To avoid these problems, employees should not accept gifts or gratuities of more than nominal value from any third party, and should not accept outside employment if there is a foreseeable possibility that such employment could interfere with the employee's commitment to North Park. If in doubt about particular situations, you should consult with your supervisor or Human Resources.

Confidential Information: Confidential information is considered institutional property. Improper use or disclosure of such information may make the employee subject to civil and criminal penalties depending on the nature of the information.

No one is authorized to disclose, discuss or use confidential information outside the proper channels. The categories of confidential information include but are not limited to the following: earnings and other compensation, unpublished and 7 Section I proprietary information, personnel information concerning employees, and proposed plans regarding staffing or managerial changes. In addition, student information such as official records, transcripts, etc. is privileged information and unauthorized disclosure is strictly forbidden.

Each employee must protect, to the greatest extent possible, confidential information to which he or she has access for any reason. Access will be strictly limited to those employees with a clearly defined business

need to know. Access in no way gives any employee the authority to discuss or release confidential information. If you are uncertain as to whether certain information is confidential, you should consult your supervisor.

Conflict of Interest Policy

Policy Statement

North Park Faculty and Staff have a primary professional obligation to act in the best interests of North Park; their primary professional commitment of time and intellectual energies is expected to be toward supporting the University's mission of education, research, and service. Considerations of personal gain from Outside Professional Activities or Financial Interests, as defined below, must not influence the decisions or actions of Faculty or Staff in performing their University responsibilities. This Policy outlines requirements for disclosure of Outside Activities and Financial Interests; educates Faculty and Staff about situations that generate Conflicts of Interest and Conflicts of Commitment; provides guidance to individuals and the University to manage or eliminate such conflicts; promotes the best interests of students and others whose work depends on Faculty and Staff direction; and describes situations that are prohibited.

Purpose

The purpose of the Conflict of Interest Policy and Procedures is to uphold the integrity and ethics of the University. This includes avoiding any interaction that creates, or appears to create, a Conflict of Interest or Conflict of Commitment, as defined below. When the application or use of University time or resources results in inappropriate personal advantage, or is detrimental to the University's mission, that use of time or resources represents a conflict between one's interest and that of the University.

Accordingly, this Policy establishes standards and requirements to protect the financial well-being, reputation, and legal obligations of the University. Furthermore, this Policy establishes a method to protect the University community from questionable circumstances that might arise and to resolve any apparent or real conflicts. More information is available in the Employee Handbook and MAPP concerning outside employment and approval process.

Guiding Principles

Good judgment of Faculty and Staff is essential, and no list of rules can provide direction for all the varied circumstances that may arise. If a situation raising questions of Conflict of Interest or Conflict of Commitment arises, Faculty and Staff are urged to discuss the situation with their school Dean, Supervisor, or Human Resources.

Definitions of Conflict of Commitment and Conflict of Interest

Conflict of Commitment: a situation where an individual engages in outside activities, either paid or unpaid, that interferes with the individual's primary professional obligation and commitment to North Park University.

Conflict of Interest: a situation in which an individual's financial, professional, relationships and affiliations, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, the individual's professional judgment in exercising any North Park University duty or responsibility.

The following activities are examples of situations that may raise questions regarding an apparent or real Conflict of Interest:

1. Undue personal gain from University funds or resources;
2. Excessive or unauthorized use of University time or resources for professional, charitable, or community activities;
3. Use of student time and effort for private purposes;
4. Compromise of University priorities due to personal financial considerations
5. Unfair access by an outside party to North Park University programs, services, information, or technology;
6. Selection of an entity as a University vendor by an individual who has a personal or economic interest in that entity; this includes engaging a relative as an independent contractor, subcontractor, or consultant; or
7. Acceptance of a gift or favor from an Entity (or representative of an Entity) conducting (or seeking to conduct) business with North Park University, when a Faculty or Staff member is in a position to influence or inform decision-making relative to engaging the Entity on behalf of the University.

Situations that may present Conflict of Commitment or Conflict of Interest

Outside Employment (from North Park University Employee Handbook)

When a staff member accepts full-time employment at North Park, the institution assumes the primary claim on the person's employment time. You may engage in outside employment subject to the following conditions:

1. Outside employment may not interfere with efficient performance of the institutional assignment.
2. The outside job may not be of a type that would reasonably give rise to criticism or suspicion of conflicting interest or duties with those of the University.

Note: In addition to these outside employment guidelines, it should be noted that for exempt employees, additional hourly employment by other North Park departments is not generally permitted.

Outside Professional Activities that are unrelated to a Staff member's Institutional Responsibilities and that do not use University time or resources do not need to be disclosed.

Use of Institutional Resources

University resources are to be used only in the interest of the University. Faculty and Staff may not use University resources, including facilities, personnel, equipment, or confidential information, as part of their outside consulting activities or for any other non-University purposes. Inappropriate use of University resources includes, but is not limited to, the following examples:

1. A Faculty or staff member assigning students or staff to work on projects unrelated to University work or projects;
2. Granting external Entities access to North Park programs, resources services, information, or technology for purposes outside the University's mission;

3. Offering inappropriate favors to outside Entities in an attempt to unduly influence them in their dealings with the University; and
4. Using for personal gain, or granting others unauthorized access to, confidential information acquired through conduct of University business or research activities.

Financial Interests

Financial Interests create Conflicts of Interest when they provide, or appear to provide, an incentive to a Faculty or Staff member to affect a University decision or other University activity (for example, because of the possibility for personal gain) and when the Faculty or Staff member has the opportunity to affect the University decision or other University activity. If there is both sufficient incentive from the Financial Interest and opportunity to affect the University activity or decision, a Conflict of Interest exists.

For purposes of this Policy, "Financial Interest" is one or more of the interests defined below held by a Faculty or Staff member and/or an Immediate Family Member, if the interest ***reasonably appears to relate to one's Institutional Responsibilities:***

1. With regard to any publicly traded Entity, a Financial Interest exists if the value of any remuneration received from the Entity in the twelve months preceding the disclosure and the value of any equity interest in the Entity as of the date of disclosure, when aggregated for the Faculty or Staff member and their Immediate Family Members, exceeds \$10,000. For purposes of the definition of Financial Interest, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;
2. With regard to any non-publicly traded Entity (e.g., a start-up company), a Financial Interest exists if (a) the value of any remuneration received from the Entity in the twelve months preceding the disclosure, when aggregated for the Faculty or Staff member and their Immediate Family Members, exceeds \$10,000 or (b) the Faculty or Staff member or an Immediate Family Member holds any equity interest in the Entity, even if the value of such interest is zero or is unknown; or
3. Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of Conflict related to Research.
3. With regard to purchasing and procurement of goods or services, a financial interest exists if a close family member (defined as spouse/partner, child, sibling, parent, or in-law) is considered or hired as a vendor, consultant, contractor, or other supplier of goods or services to the University and such a relationship must be disclosed before engaging the family member on behalf of the University.

Financial Interests do **NOT** include the following:

1. Income from investment vehicles or equity interests, such as mutual funds and retirement accounts, as long as the Faculty or Staff member does not directly control the investment decisions made by these vehicles;
2. Textbook and publishing royalties; or
3. Any of the above-noted Financial Interests if unrelated to one's Institutional Responsibilities.

For additional guidance on Financial Conflict of Interest and research, North Park University's IRB Committee follows [guidelines](#) set forth by OHRP.

Disclosure Requirements

Upon hire and on an annual basis, Faculty and Staff members must provide information on the nature and extent of their Outside Professional Activities and Financial Interests related to their Institutional responsibilities through the University approved process managed through the Human Resources Department. Faculty disclosures are reviewed by designated individuals in the Faculty member's department or by Human Resources, as appropriate. At the discretion of the school dean's office, disclosures may also be shared with and reviewed by department chairs, division chiefs, school-based committees, and others if/as necessary based on one's role within North Park.

Staff disclosures are reviewed by the immediate supervisor or department/unit head, or their designee.

If there is doubt about the existence of an actual or apparent Conflict of Commitment or Conflict of Interest, or uncertainty as to the relation of an Outside Professional Activity or Financial Interest to one's Institutional Responsibilities, the Faculty or Staff member should err on the side of disclosing it for review and approval.

Disclosure Updates

Faculty members are expected to update their disclosure information outside of the annual disclosure process if an Outside Professional Activity or Financial Interest arises with the potential to impact one's Institutional Responsibilities in a meaningful or significant way.

Mitigation Plans

If a Conflict of Interest or a Conflict of Commitment is identified, the University and the Faculty or Staff person will work to put a plan in place to mitigate or remove the conflict as appropriate to the nature of the conflict and affected University role or work.

Appeals

If a Faculty or Staff member disagrees with a decision regarding a Conflict of Commitment or Conflict of Interest, he or she may appeal the determination to the appropriate school dean's office or supervisor. All appeals must be made in writing within 15 calendar days of the date of the individual's receipt of the determination regarding the Conflict.

Conflicts Related to Research

North Park strongly encourages its Faculty, students, and, where appropriate, Staff, to participate in scholarly activities. Researchers are expected to carry out such activities consistent with high ethical and legal standards. External research sponsors, whether governmental or private, promulgate Conflict of Interest regulations of their own for investigators seeking research funding. The purpose of such regulations is to promote objectivity in research and to provide a reasonable expectation that the design, conduct, and reporting of sponsored research will be free from bias arising from Financial

Interests of participating investigators. To the extent that any external research sponsor's regulations, policies, or guidelines are more stringent than this Policy and/or the Conflict of Interest in Research policy, the sponsor's requirements will take precedence.

Training

Investigators involved in research funded by sponsors subject to this Policy must complete required conflict of interest training before engaging in research and every four years thereafter. North Park may require training more frequently than every four years if there is a substantive conflict of interest Policy change or specific instances of noncompliance.

Subrecipients

North Park University must apply relevant originating sponsor conflict of interest requirements to subrecipients on sponsored projects. Therefore, North Park must identify whether or not a subrecipient has a conflict of interest policy compliant with applicable originating sponsor conflict of interest requirements. If a subrecipient does not have a conflict of interest policy compliant with applicable originating sponsor conflict of interest requirements, the subrecipient must agree to comply by North Park's Conflict of Interest policy.

Record Retention

Conflict of interest records relative to research covered under this Policy must be maintained for a period of three years after any applicable research project's final financial report is submitted to the sponsor, or until three years after the final action has been taken on any audit, litigation, or claim.

Confidentiality

Access to information collected in connection with this Policy will be limited to those with a need to know and will be shared in accordance with North Park policies.

Whistleblower Protection Policy

A whistleblower, as defined by this policy, is an employee of North Park University who reports an activity of an agent of the University that he/she considers to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures. Appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; fraudulent financial reporting; forgery, and other related illegal acts.

If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity by an agent of the University, the employee must promptly contact the Office of Human Resources or the Executive Vice President/CFO. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally or recklessly files a false report of wrongdoing is not a "whistleblower" and is subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas: (1) confidentiality – the reporting is generally not disclosed and (2) no retaliation for making the report is permitted. Insofar as possible, the confidentiality of the whistleblower is maintained. However, identity may have to be disclosed in certain instances to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. North Park University will not retaliate against a whistleblower nor will it permit any employee to

retaliate. Any whistleblower who believes he/she is being retaliated against must contact the Office of Human Resources or the Executive Vice President/CFO immediately.

In the event the Executive Vice President/CFO is suspected of involvement in any illegal or dishonest act or to have not taken appropriate action to investigate or take appropriate corrective action, employees must contact the President of the University.

The Board of Trustee's Finance Committee chair or the Chair of the Board of Trustees should be contacted in the event the suspected illegal or dishonest act involves the University President.

Employees with any questions regarding this policy should contact the Office of Human Resources.

Section II

Employment Policies & Procedures

A. General Employment Policies

Absences

(See also Section III A. Leave Benefits)

North Park expects employees to exhibit regular attendance. When you are ill or have an unexpected circumstance or emergency, your immediate supervisor must be notified as soon as possible. Unless a physician has barred you from working for a specific number of days and you have conveyed this information to your supervisor, you will be expected to keep in touch with your supervisor on a daily basis to notify him or her if you are not coming to work that day. In the case of an illness, if the condition lasts longer than five consecutive workdays, you may be asked to obtain a doctor's release in order to return to work. During a prolonged period of illness, a doctor's statement may be required periodically, indicating the progress of recovery and the expected date of return.

Absences for full-time staff employees related to illness will be charged to the sick leave benefit until the benefit is exhausted. Unexcused absences for full-time staff employees (i.e., non-sick leave absences such as a person just not showing up for work) will be charged to the vacation and personal leave benefit. Time off in excess of the leave accrual is not compensated (See Section III, Accrued Leave). For a continuing unexcused absence, North Park may need to assess whether or not to hold the position for the employee, fill it with a temporary employee, or open it for a new hire. Habitual absences may be cause for suspension or termination.

Access to Personnel File

According to the Personnel Records Review Act, every employee is permitted to inspect his or her personnel file. North Park complies with this Act in providing you with the inspection opportunity within seven working days and granting at least two inspections within each calendar year. Requests are to be in writing and

submitted to the Assistant Vice President of Human Resources. Copies of your personnel record can be provided upon request.

If an employee disagrees with any information contained in his or her record, a removal or correction of that information may be mutually agreed upon by North Park and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining his or her position. North Park will attach the employee's statement to the disputed portion of the record. The written statement shall not imply employer agreement with its contents. Other exceptions to this Act do exist and can be discussed with the Assistant Vice President of Human Resources, if necessary.

Accommodation Request Policy

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job so that they may perform the essential job duties of the position with or without reasonable accommodations.

North Park University will comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). North Park will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

North Park will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to North Park.

Requesting Accommodation

Employees or applicants with disabilities may request reasonable accommodations of the employer, regardless of title, salary or employment status. This request should be made by the employee in writing to the Human Resources department.

The reasonable accommodation does not have to be requested at the beginning of employment. However, a reasonable accommodation request will not cancel out any prior performance improvement or disciplinary actions.

If the disability is not obvious and there is no other medical information already on record for the employee, North Park may require the employee to provide documentation from a physician or other medical professional concerning the existence and extent of the disability. Any medical information received as a result of a request for a reasonable accommodation will be kept confidential and maintained in a separate file.

Identifying Need

Upon receiving the reasonable accommodation request, the Human Resources team member will meet with the employee to conduct an informal, interactive discussion. The discussion will include the following steps:

1. A review of the employee's position description delineating the essential functions from the marginal functions.
2. A determination of how the employee's disability limits their ability to perform the essential functions of their job in order to identify the employee as a qualified individual with a disability.
3. Identify potential accommodations and assessment of the effectiveness of such accommodations on the employee's job performance.
4. Identification of the type of accommodation that would permit the individual to perform the essential functions of the position.
5. The employee's preference of accommodation will be considered. North Park has the right to select among the alternatives available, as long as they are effective.
6. Selection and implementation of the effective reasonable accommodation by North Park will occur as soon as possible. The Human Resources department will continue to communicate with the employee and supervisor to discuss timelines for obtaining the accommodation and any possible delays.

Within 90 days after the accommodations have been provided, the Human Resources department will assess the effectiveness of the accommodations in enabling the employee to perform the essential functions of the job. Additional accommodations or changes to the existing accommodations may be considered.

Contact the Assistant Vice President of Human Resources with any questions or requests for accommodation.

Adjunct Faculty Employment End Date Policy

Active part-time status and the privileges granted thereby will end approximately one year after the last contracted semester of teaching began. For example, an adjunct instructor who was last contracted for Fall 2019 will have an employment end date of two weeks after the Fall 2020 semester begins, unless a subsequent contract is enacted and a course section is assigned.

North Park issued keys and equipment must still be submitted to Human Resources at the end of the contracted academic term.

Prior to employment end date, adjunct faculty will continue these benefits and responsibilities:

- Physical access to campus buildings and classrooms via Salto as granted to all faculty.
- Access to Helwig Rec Center if they have a signed waiver on record.
- Access to Brandel Library and associated library privileges.
- North Park email account and email send/receive privileges.
- Access to campus wifi and campus public computers.
- Requirement to use multi-factor authentication (MFA) and complete all assigned HR/IT training.
- Adjunct faculty will be notified via email at least 2 weeks prior to their employment end date. Deans will be notified at least one week prior to the employee notification.

At employment end date:

- All benefits and responsibilities listed above will be revoked.
- North Park issued ID must be submitted to Human Resources.

In accordance with Human Resources policy, employment paperwork will be maintained for either 3 years after the start date or 1 year after the end date - whichever date is later. After that date, new paperwork will need to be submitted.

This policy is subject to regular review and future modifications may immediately alter benefits and responsibilities available to adjunct faculty outside of their contracted academic term.

Break Periods

(See Hours of Work and Break Periods, page 10 of this section)

Change of Address or Marital/Family Status

When you have a change of address, telephone, marital status, or family addition or loss, please send the information to the Office of Human Resources. If such a change will result in additions/deletions to medical or dental benefit plans, or require a change in beneficiary on your life insurance or retirement account, call or stop by the Human Resources office to sign the necessary forms. For medical and dental coverage, this must be done within the time limits specified by the insurance carriers, which is within 31 days of the change.

Children in the Workplace

North Park does not provide daycare services nor is it equipped to accommodate children in the workplace. While it is fine occasionally to bring children to work to meet colleagues (e.g., new infants) North Park does not permit the regular or frequent presence of children in the workplace. Parents must make other provisions for the care of their children. Colleagues need to be assured of a professional work environment and to be free from the inevitable distractions caused by the presence of young children. Similarly, parents accompanied by children are not able to give full attention to their work responsibilities. Childcare providers (i.e., NPU students, family members, etc.) cannot provide care for your child/children in your office, residence halls, other undergraduate housing, or other NPU business facilities. Additionally, there are liability issues when children are brought to the workplace. It is recognized that on rare occasions there may be special circumstances which require that a child be cared for at work (e.g., an emergency or unanticipated event). These occasions should be few in number and are considered exceptions to the general principle that childcare arrangements are to take place outside of the workplace. This policy in no way diminishes North Park's commitment to family life nor does it discourage the visitation of family members to meet workplace friends and colleagues.

Computer Usage Policy

Computers, software and printers, etc. are provided for business use and are the property of North Park. This equipment can be changed, removed or examined by the school at any time, without notice. Any documents stored on a hard drive or on North Park-provided disks are subject to review if deemed necessary. Any abuse of such equipment or programs, such as falsification of data, sabotage of systems, or the introduction of viruses is grounds for discipline.

This equipment may be used for personal use such as the preparation of term papers, correspondence and the like, subject to standards of reasonableness. However, this usage must occur during non-work hours and by NPU employees only. Remember that any documents created for personal use are still subject to scrutiny if deemed warranted by North Park.

The playing of computer games on work time is prohibited.

E-Mail: The e-mail system is provided to you for business use. Messages sent to other offices on campus and to business-related concerns off campus should be professional in tone and writing style. Confidential information, especially when dealing with off campus recipients, should not be sent via e-mail. Messages can arrive at the wrong address and can also be intercepted. Statements or language that are abusive, offensive, defamatory or harassing in nature are strictly prohibited and are subject to the same scrutiny and discipline as if they were spoken in person or left as a voice mail message.

Mass email distribution by employees to campus recipients is not allowed. If you have information that needs to be distributed to the campus community, please contact the Office of Human Resources for the appropriate ways to disseminate this information.

Keep in mind that e-mail messages are stored on the server even after they have been erased and can be subpoenaed in court. Message content can be easily misconstrued by the recipient; jokes are almost never funny in court. In short, the same standards that govern other conduct on campus apply to e-mail.

Some personal usage of e-mail is acceptable during non-work hours, however the same standards of conduct concerning message content will be enforced. The contents of your e-mail are not private and may be read by North Park at any time, without prior warning.

E-mail (like the interoffice mail system) may also not be used for private business purposes, or to sell anything or to solicit interest in non-work related events.

Internet Use: Again, access to the Internet is provided for business purposes during work hours. Personal use during non-work hours is permitted but is subject to the same standards of conduct already described above. Visiting internet sites that involve pornography or other types of content that would conflict with North Park's mission as a Christian institution are strictly forbidden. Use of the Internet may be monitored by North Park.

Social Media Policy – see appendix G

Violations of this section may lead to discipline up to and including dismissal.

Discipline and Dismissal

Dismissal may occur as a result of habitual tardiness or absence, inability to fulfill the requirements of the position (including extended disability), inability to get along with others or serve students well, or an infraction of any policy as outlined in this handbook, e.g. harassment, violation of the Drug Free Workplace Act, etc., or other misconduct. This list of reasons for dismissal is not to be considered exhaustive.

After the Orientation Period is completed (see page 12 of this section), North Park favors following a progressive system of discipline, provided it deems that system appropriate in particular situations. If North Park considers the violation serious enough, immediate dismissal may result, or some steps of the progressive

system may be omitted, (see note at the end of this section). Prior to using discipline, an attempt to resolve differences in an informal manner is often made. If discipline is called for, however, the following steps may be taken to resolve the matter:

1. Warning: The director of the department or direct supervisor meets with the individual to discuss the details of the problem and how to correct it. The individual may be provided a memorandum outlining the problem with a set of measurable objectives intended to correct the situation and a warning period may be established. A written summary of such a meeting is sent to the Assistant Vice President of Human Resources who, with the department head, determines a reasonable length of time for review of the matter. Employees placed on warning will receive a maximum of twenty working days to correct the unsatisfactory performance or behavior.

At the end of the warning period, the immediate supervisor determines whether the individual has satisfactorily achieved the objectives. If it is determined that the unsatisfactory performance or behavior has been corrected, the employee returns to the employment status he or she held prior to the warning period.

2. Probation: If the individual has not corrected his or her performance or behavior, the supervisor conveys this determination to the employee, the Assistant Vice President of Human Resources and the appropriate Vice-President or Dean. A meeting of these individuals may be called to discuss the following:

- A. the nature of the continuing problem
- B. the conditions which must be met to correct the problem
- C. the probationary period during which correction must occur (no more than 10 additional working days)
- D. the fact that failure to correct the performance or behavior will result in dismissal

The individual is generally provided with a written summary of these items and a copy is to be sent to the Assistant Vice President of Human Resources.

3. Dismissal: If the problem appears un-resolvable during the course of a probationary period, or has not been resolved by the end of such period, the department head may make written recommendation to the Assistant Vice President of Human Resources and the Vice-President or Dean that the employee be dismissed. These individuals will decide the conditions of the dismissal and whether or not a resignation will be accepted.

NOTE: Employees should recognize that North Park is an “employer-at-will” (see page 8 of this section) and reserves the right to terminate employment at any time for any reason not prohibited by law. Not all staff positions and performance or behavioral issues lend themselves to the progressive discipline approach outlined above. Supervisors should consult the Assistant Vice President of Human Resources to determine if the progressive disciplinary procedures apply to a particular performance issue.

OTHER TERMS AND CONDITIONS OF DISCIPLINE AND DISMISSAL:

- Being placed on warning does not affect an employee's anniversary date or benefits.
- An employee may not be placed on warning more than twice. After the third determination of unsatisfactory performance, an employee will automatically be discharged from service.
- An employee placed on warning may be terminated prior to the end of the established warning period if performance remains obviously unsatisfactory.

- Employees involved in serious misconduct will be terminated immediately upon determination and documentation by the offending employee's immediate supervisor. The findings and decision regarding termination will be made by the immediate supervisor in consultation with the Vice-President or Dean and/or the Assistant Vice President of Human Resources. Examples of serious misconduct include theft, falsification, gambling, physical abuse, threats, violence, insubordination and any other serious violations of the standards of conduct of North Park University. This list merely provides some examples of misconduct and is not to be interpreted as all-inclusive. As an alternative to immediate dismissal, the supervisor in conjunction with the Assistant Vice President of Human Resources may determine to suspend an employee for a period of time with or without pay as a disciplinary measure.
- The disciplinary steps identified above are guidelines and are not mandatory. Some or all of the steps may be omitted at the discretion of North Park. Additionally, employment may be terminated by North Park for reasons unrelated to misconduct.

Emergency Closing

In situations where inclement weather or other natural causes require that the institution be "officially closed" an emergency leave day with pay will be granted. The President or Executive Vice-President/CFO will administer decisions on emergency closing. Paid leave will only be granted if the institution is officially closed. If the institution remains open and you decide not to come to work, the absence may be taken as a personal leave day or vacation day. "Official closings" will be announced on radio stations which typically carry such "closings" announcements and through the Connect Ed system which will alert the campus to emergency situations via email and/or voicemail to home/cell phone numbers.

Employee Definitions

Regular Full-time Employee: An employee who works 30 hours or more per week on a continuing basis. NOTE: Specific definitions apply for tuition remission benefits; see Appendix B, Section IV.

Regular Part-time Employee: An employee who works less than 30 hours per week on a continuing basis. NOTE: Specific definitions apply for tuition remission benefits; see Appendix B, Section IV.

Temporary Employee: An employee hired for a temporary assignment, usually for 90 days or less. A temporary employee may be hired to fill-in for another employee who is ill or on leave or to assist while a full-time candidate is sought for a vacant position. Temporary employees are not eligible for insurance, leave and other benefits available to full-time employees. In extenuating circumstances, a temporary employee may work longer than 90 days but his or her tenure should not exceed 180 days.

Exempt and Non-exempt Employees: The Fair Labor Standards Act (FLSA) divides all positions into two categories: exempt and non-exempt.

- Exempt: those positions with administrative, professional or supervisory-management responsibilities. These positions are "exempt" from various provisions in the law and are not eligible for overtime pay.
- Non-exempt: those positions that are not exempt from the FLSA and receive overtime pay for hours worked in excess of 40 in a week.

Human Resources can inform you of the classification applicable to your job.

Employee Professional Conduct

The following are general guidelines for conduct on the job and are published for the guidance and information of all employees. These guidelines are designed to create a work environment that is enjoyable, professional and safe. In this way, North Park hopes to maximize the effectiveness of all employees in their effort to carry out the institutional mission.

Employees are expected to:

1. Take pride in their work and commit themselves to the highest standards of performance.
2. Provide the best service possible to students, faculty and other staff, fostering a cooperative spirit and positive atmosphere. We are all part of a team, which is vitally interested in the progress of North Park and the education of our students.
3. Be at work on time and begin work promptly.
4. Dress appropriately for work; maintain a presentable appearance. Supervisors may set standards of dress which are "professionally appropriate" for the type of work which is done.
5. Be a safe worker. Follow proper safety precautions and report any safety hazard to the Physical Plant Department and to your immediate supervisor so that the necessary corrections can be made.
6. Protect North Park's property from misuse and theft. Treat supplies and equipment you use with care.
7. Your participation in campus security is a necessary part of our total security program. Be very careful with all keys in your possession. A lost or stolen key weakens security. Be sure all doors, windows, files and vaults are locked if you are the last person to leave a normally locked area. Leave personal valuables in a locked place, even for short periods of time. North Park cannot and does not assume liability for personal property. Be alert for persons who should not be on campus. Report any questionable persons to your supervisor or to campus safety.
8. Refrain from smoking in all campus buildings. It is your responsibility to inform your visitors of this "no smoking" policy.
9. Members of the North Park community are not permitted to possess or use alcohol or illegal drugs in the workplace. See the policy on alcohol and drug use in Appendix E.
10. Exercise honesty and the highest standards of personal ethics in conducting your work.
11. If your job requires the handling of sensitive or confidential information, you should take care not to violate the trust placed in you.

The foregoing guidelines are not intended as an exhaustive list, but merely provide examples of the good judgment we expect from North Park employees.

Employment at Will

North Park is an "employer-at-will" under Illinois State law. Employment-at-will refers to a principle of mutuality between North Park and non-contract employees. This means that non-contract employees have no contractual obligation to North Park and are free to terminate the employment relationship any time, without reason and without notice. Further, non-contract employees are subject to discharge for any reason not prohibited by law, with or without cause, at any time and without advance notice or liability for wages or salary. Nothing in the Handbook or in any statement or policy is intended to create any contract right to employment, and only the President has authority to alter the at-will status of an employee by issuing a formal written contract.

Equal Opportunity Employer

North Park is an equal opportunity employer. We do not and will not discriminate on the basis of race, national origin, sex, age, disability, marital status, or status as a disabled veteran or Vietnam-era veteran, or any other basis prohibited by law. However, as a religious educational institution owned and operated by the Evangelical Covenant Church, North Park is permitted by law and reserves the right to select and promote employees on the basis of their religious faith. Accordingly, North Park reserves the right to hire and promote individuals who demonstrate a commitment to Christian faith and to Christian higher education.

Full-Time Teaching Faculty Phased Retirement Benefit

In order to assist faculty members actively engaged in classroom teaching duties who are preparing for retirement to transition from full-time (customarily six loads equivalent to 24 credit hours) to retired status, North Park University's Board of Trustees has authorized a Phased Retirement Benefit for full-time faculty who have at least 5 years of full-time service and are at least age 63 by August 15 of the calendar year in which phased retirement is elected.

Eligible faculty who elect the Phased Retirement Benefit will continue to teach on a reduced load schedule for up to two contract years after election (the "Phase-Down Period").

- In the first contract year following election, the participant will carry 66.6% of the full-time load.
 - In the second contract year following election, the participant will carry 50% of the full-time load.
- As an example, for University teaching faculty, this would mean 4 loads (16 cr hrs) in the first year and 3 loads (12 cr hrs) in the second year of the Phase-Down Period.

Participating faculty must continue faculty committee work and carrying advising loads, as assigned by the Provost or Dean of Seminary Faculty, as applicable, during the Phase-Down Period.

While salary and benefits, as specified below, will generally continue until the end of the second contract year following election, i.e., August 15, service will conclude as of May 31 in the second contract year. EXCEPTION: participants may choose to retire at the end of the first contract year. If so, service would conclude as of May 31 in the first contract year but salary and benefits, except as described below, would continue until August 15 of that year.

Salary and Benefits of Participants

- **Salary:** Salary is prorated based upon the proportional load, i.e., 66.6% or 50%, depending upon the contract year of phased retirement.
- **Pension Contributions:** Throughout the Phase-Down Period, North Park University's pension contribution on behalf of the participant is calculated based upon full, not pro-rata, salary. A portion of the contribution, correlating with the pro-rata salary, will be paid into the participant's TIAA CREF pension account. The remainder of the contribution will be paid to the faculty member as a pension stipend at the same bi-monthly intervals as salary payments. A participant may shelter the pension stipend from immediate taxation by depositing it in a SRA account. If a

participant chooses not to so deposit the pension stipend, the pension stipend will be treated as taxable income in the year in which it is paid by North Park University.

- Salary Increases: Any general salary increase given to the faculty at large will be reflected in the pro-rata salary and the pension contribution.
- Health Insurance: Health insurance is maintained during the Phase-Down Period on the same terms as offered to full-time employees.
- Life Insurance: Life insurance is maintained during the Phase-Down Period on the same terms as offered to full-time faculty. Service during the Phase-Down Period will be deemed “full-time” for purposes of determining eligibility for Retiree Life Insurance as outlined in applicable faculty manuals.
- Medicare Supplement Health Benefit: Eligibility, as outlined in the Manual of Academic Personnel Policies, is not affected by participation in the Phase-Down Retirement Benefit.
- Short and Long-Term Disability Benefits: Participants continue to be eligible for disability benefits during the Phase-Down Period up to the date on which they cease service, i.e., on May 15 of the year of retirement. Any disability benefit would be paid based upon the pro-rata salary/proportional load carried at the time a benefit payment is made. For example, in the event disability continued from the first to second year contract year following election, the amount of the disability benefit would be adjusted from 66.6% to 50% of the customary benefit.
- Sabbatical Leaves: Participants *are not eligible* for sabbatical leave during the Phase-Down Period.

North Park reserves the right to alter or terminate retiree benefits at its discretion, both for personnel who have not yet retired as well as for retirees.

Election of the Phased Retirement Benefit does not affect rights under COBRA.

Part-time Teaching After Retirement

Post-retirement part-time teaching is permitted in accordance with established University protocols for retired faculty. Prior to retirement, participants are limited to the proportional load described above.

Electing to Participate

Eligible faculty electing to participate in the Phased Retirement Benefit must send an executed election form to the office of the Provost or Dean of Seminary Faculty office by February 1. Whether to take advantage of the Phased Retirement Benefit is at the discretion of an eligible faculty member. However, North Park University reserves the right to terminate the Phased Retirement Benefit at any time. Termination of the benefit will not affect any faculty member who has already elected participation. Please contact Human Resources for the election form.

Grievance Procedure

North Park expects that most job-related issues can be handled informally through the course of ordinary, day-to-day communications between various staff members and departments. However, it recognizes that on occasion, an employee may disagree with a supervisor’s or administrator’s decision or interpretation of policy, or a job related problem may arise which requires focused attention. In order to provide a process for the

identification, discussion, and resolution of such problems or disagreements, North Park has established a grievance procedure which is available to all employees who have completed their orientation period.

The grievance procedure may be used to address complaints the employee may have about treatment by other members of the North Park community or disputes about his/her supervisor's administration or interpretation of personnel policies. Challenges to North Park policies and procedures themselves, are not proper subjects for grievances.

If an employee feels that he/she has a grievance, the employee should initiate the following process within five workdays following the incident or decision at issue. If the grievance is connected with a termination, the employee has five workdays following the last day of employment to file a grievance. Failure to comply with this deadline or any other deadline may preclude pursuit of the grievance.

The procedure for processing a grievance is as follows:

Step 1. Tell your supervisor that you wish to discuss a grievance. Your supervisor will fully explore the issue with you in an effort to find a mutually satisfactory resolution, and will generally provide a response to you within five workdays. (This step may be bypassed only if the grievance directly involves your supervisor and, as a result, you feel uncomfortable discussing the problem with him/her).

Step 2. If discussion with your supervisor does not lead to satisfactory results (or step 1 is being bypassed), write down an explanation of your grievance and submit it to the Assistant Vice President of Human Resources. The written grievance must be submitted within five days of the receipt of your supervisor's response, or, if step 1 has been bypassed, five days of the incident in question. The Assistant Vice President of Human Resources will meet with all the parties involved and will generally provide a response within five workdays following the fact-finding meetings.

Step 3. If a mutually satisfactory solution is not reached, you may, within five workdays, submit the grievance in writing along with any documentation from the Assistant Vice President of Human Resources and your supervisor, to the appropriate Vice President or Dean. You may choose another member of the North Park community to assist you in writing the grievance and presenting the matter to the proper Vice President or Dean. The senior administrator will have the matter evaluated by a committee established especially for the grievance. This committee will be comprised of three full-time staff employees. You will select one member; your supervisor will select the second member. The third member will be selected by the other two and serve as chairperson. In the event that the two selected members cannot agree upon the third member, the senior administrator shall appoint the third member after consultation with both representatives.

This committee will accumulate and study the facts about the case and will submit a written report and recommendation to the senior administrator, generally within 15 workdays. The administrator will attempt to render a decision within 5 workdays. (The decision by the administrator is subject to review by the President.)

Step 4. If the decision by the senior administrator remains unsatisfactory to either party, that party may within five workdays take the complaint to the President. The President will review the matter and provide a decision, usually within ten workdays. Copies of the decision will be sent to you, your supervisor, the Assistant Vice President of Human Resources and the Vice President or Dean involved. The decision of the President shall be final.

Confidentiality: Discussions concerning the grievance and the related processes must be treated confidentially by all parties involved.

Hiring of Relatives

North Park permits the employment of related employees. Relatives may work in the same division, but they should report to different supervisors and not report to one another. Exceptions may be approved by Human Resources

Hiring of Students

Student (undergraduate and graduate) positions are made available at the discretion of each department based on budget availability and need. These student positions are limited and therefore are reserved for current North Park students only. Any exceptions to this policy must be approved by the Office of Human Resources. Student hourly rates are set by the Office of Human Resources each academic year.

Hours of Work and Break Periods

Normal work hours for full-time, non-exempt employees are from 8:00 a.m. to 4:30 p.m. with a one-hour unpaid lunch break, Monday through Friday (37.5 hours per week). If work requirements in certain offices require alternate schedules, these work times may be adjusted by the supervisor in consultation with the Assistant Vice President of Human Resources. You are not free to arbitrarily set your own work hours.

Full-time, non-exempt employees receive a one-hour unpaid lunch break, arranged with the approval of one's supervisor, between the hours of 11:30 a.m. and 2:00 p.m. A 20-minute paid break can be taken in either the mid-morning or mid-afternoon each day. Breaks cannot be accumulated to take at one time; if a break is not taken, it is forfeited. Breaks cannot be used at the beginning or end of the workday. In the case when a non-exempt employee is asked to work through his or her lunch period, the employee must take at least the 20-minute paid break period.

Part-time, non-exempt employees should be given an unpaid meal break appropriate to their schedule.

Special breaks to recognize holiday or birthday celebrations must be approved by the supervisor. Breaks can be combined with the lunch hour for purposes such as doctor's appointments, classes, and fitness workouts, upon advance approval by the immediate supervisor.

Job Descriptions

Job descriptions have been written for staff positions and are on file with your supervisor, as well as in the Office of Human Resources. These documents outline the general responsibilities for each position and are available to you at any time. If your position changes significantly, the job description should be rewritten and evaluated in conjunction with the Assistant Vice President of Human Resources. The existence of a job description does not relieve employees of their obligation to follow their supervisor's instructions. Likewise, job descriptions may be changed at any time and should be reviewed annually by supervisors when performance management reviews are submitted.

The fact that an employee's duties are revised does not necessarily mean that a salary increase or reclassification is warranted. The purpose of the revised job description may simply be to clarify duties.

Layoffs/Reduction in Work Force/Terminations

At times North Park has needed to reduce the number of staff for various reasons. Layoffs are not viewed favorably but are necessary at times for financial reasons or to reshape a department to better serve the University's needs.

When a full-time employee's position is eliminated or the employee is laid off indefinitely through no fault of the employee or the employee is unable to meet the expectations of their position, North Park will make every effort to assist the employee in the transition to new employment. North Park's current practice in lieu of severance is to retain the employee on its payroll for up to one additional week for each year of full-time service (with a minimum period of retention of two weeks) while the employee devotes his/her full attention to obtaining and/or transitioning to other employment. All payments from North Park to the employee during this period will be considered wages in lieu of notice.

Because this benefit serves the same purpose as unemployment compensation (which is also provided by North Park through the Illinois Department of Employment Security), payments pursuant to this practice will be coordinated with unemployment compensation. Thus, any unemployment compensation received during the payroll continuation period will be credited against the amount which would otherwise be paid directly to the employee through North Park's payroll. Employees can therefore maximize their potential benefit by waiting to initiate their claim for unemployment compensation until such time as payroll continuation ends. Any payroll continuation benefits are entirely at the discretion of North Park University. Employees who are terminated for cause should not expect wages in lieu of notice.

Under Illinois State law, individuals who have lost employment due to a reduction in work force are eligible for unemployment benefits.

New Employee Orientation

New employees are to meet with a representative from Human Resources when beginning employment at North Park. An initial visit must take place within three working days to complete legally required paperwork. At that time, the full orientation may occur or it may be scheduled at some point in the near future. You will be oriented to the institution and will be provided the opportunity to enroll in certain benefit plans as well as discuss other benefits, policies and procedures.

Orientation Period

All new full-time staff employees and most part-time employees will serve an orientation period. This is a working test period during which both you and your supervisor evaluate if the position is a good match for your skills and abilities.

For all part-time employees and full-time non-exempt employees, the orientation period is three months, with a possible extension to six months. For exempt employees, the orientation period is six months with a

possible extension to twelve months. After you have worked the initial three or six-month period, you will be evaluated by your supervisor. If your supervisor is satisfied with the results of your work, the orientation period will be considered complete and you will be informed of this in the meeting. If your work results are unsatisfactory, you may face termination. If performance is questionable but the supervisor thinks it may improve if given more time, the orientation period may be extended as indicated above. If the orientation period is extended, there will be another appraisal at the end of the extension period.

Employees who are promoted or transferred into another position will also serve an orientation period for the new position in accordance with the provisions described above.

This in no way compromises the fact that North Park is an at-will employer and may terminate an employee for any reason not prohibited by law at any time. It is not a commitment that you will be employed for the three, six or twelve-month period, if in the opinion of the institution, your performance warrants dismissal, or if other institutional needs require the elimination of the position. This is true both during and after the completion of the orientation period.

Outside Employment

When a staff member accepts full-time employment at North Park, the institution assumes the primary claim on the person's employment time. You may engage in outside employment subject to the following conditions:

1. Outside employment may not interfere with efficient performance of the institutional assignment.
2. The outside job may not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties with those of the University.

Note: In addition to these outside employment guidelines, it should be noted that for exempt employees, additional hourly employment by other North Park departments is not generally permitted.

Overtime and Discretionary Time

Occasionally, non-exempt employees may be required to work more than the regular workweek of 37.5 hours. Supervisors will attempt to provide advance notice of overtime work; however, circumstances will not always permit advanced notice. The scheduling of hours and the control of overtime are the responsibility of supervisors with budget authority. Overtime cannot be worked without prior approval. Overtime may be worked and will be paid only when approved in advance and scheduled by the supervisor.

An employee working overtime will be paid at his or her regular rate for hours worked between 37.5 and 40 hours per week and 1½ times the regular rate of pay for hours worked beyond 40 per week. You also have the option of taking compensatory time in lieu of wages (one hour off for each hour worked), however, the compensatory time must be taken within the same 5-day workweek in which the hours are worked.

It may not be taken in the following week or "saved up" to be used at a later time. If you cannot take enough compensatory time to reduce your hours worked in that week to 37.5, you will be paid overtime for the balance as indicated above. This is in compliance with Illinois law.

Vacation, sick or personal leave taken within the same week as overtime is worked will not be counted as part of the 37.5-hour workweek. Additional hours worked will be paid at the regular rate between 37.5 and 40

hours and 1½ times the regular rate for hours beyond 40 per week. Whenever possible, supervisors and employees should plan the workweek so as to allow for vacation and personal time without incurring overtime. These guidelines are in compliance with Illinois State law. An exempt staff member may not utilize compensatory time, as he or she is considered professional under the Fair Labor Standards Act.

An exempt staff member may be eligible for discretionary time off. Discretionary time off is an approved absence that is a mechanism for a supervisor to grant an exempt employee additional time off in response to unusually long hours above and beyond what a professional would be expected to maintain over a period of weeks or months. Exempt employees are expected to work as many hours as it takes to get their particular job done without compromising North Park's standards. This could translate to normal working weeks of 40 - 50 hours per week.

An exempt staff member, under federal regulations, is expected to conduct his or her professional time without keeping hours. There may be times within the work year given a sustained heavy schedule or unusual hours, an exempt staff member may be granted discretionary time off. Discretionary time off must be approved in writing by your supervisor and possibly in consultation with the Assistant Vice President of Human Resources. This time, if more than half a day, must be recorded as time away from work and reported on the monthly leave sheet. This discretionary time off may be granted as time off that is immediately available or at a later date (you are encouraged to take authorized discretionary time authorized by your supervisor within sixty days).

Performance Management Reviews

We require that all employees complete annual performance reviews. The purpose of the annual performance review is to promote communication, provide useful feedback about job performance, facilitate better working relationships, and provide a historical record of performance. Annual evaluations are a valuable opportunity for both managers and staff to discuss developmental needs, objectives, and to update the position description.

It is recommended that the evaluation process start as early as possible and not wait to the last minute. You will be notified via email to complete your performance review one month before the due date.

Below are the steps that need to be taken by the employee and supervisor to complete the performance review:

Employees

1. The link will lead you to our new online review form using Perfect Forms.
2. The form will automatically pre-fill your employee information.
3. After you have selected your date range, click on the "Begin Performance Appraisal" button.
4. You must enter a response to all the questions under the "Employee Response" section. It will not allow you to move forward if you skip a response.
5. After you have completed your responses, click "Send Form to Supervisor" button to send your form to your supervisor.
6. An email notification will be sent to the employee confirming your form has been submitted to your supervisor.

Supervisors

1. The supervisor will receive an email notification informing them of their employee's submission. Only the receiving supervisor can respond to the form using the link provided.
2. You must enter a response to all the questions under the "Supervisory Response" sections. It will not allow you to move forward if you skip a response.
3. After you have completed your responses, click "Supervisor Signature" button to send the appraisal form back to the employee.
4. An email notification will be sent to the employee letting them know the supervisor has completed entering their comments.
5. The supervisor will schedule a time with the employee to review and discuss the performance review in person.

Employee

1. AFTER the one-on-one meeting , using the most recent email notification, the employee can enter "final comments" on the form.
2. The employee will click the "Employee Signature" button to send the form to Human Resources.

Supervisor

1. The supervisor will receive an email notifying them that their employee's performance review form has been completed and status closed. All responses entered by the employee and supervisor will no longer be available and replaced with "Responses have been recorded."

If the employee feels that their performance has not been evaluated fairly, they are encouraged to write comments to this effect on the form in the space provided for final comments. They may also contact Human Resources to file a grievance in accordance with the procedure described in the Employee Handbook.

Promotion and Transfer

If you are interested in a promotion or transfer within your department, you should initially discuss it with your immediate supervisor. After your immediate supervisor has been notified, you are free to discuss the request with the Assistant Vice President of Human Resources. If you are interested in a position outside the department, you may apply without informing your immediate supervisor. If you are going to be interviewed for the position, you must notify your immediate supervisor of this fact. If a supervisor is interested in interviewing an employee from another department for an open position, arrangements must be made through the Office of Human Resources. This is required as a professional courtesy to other supervisors.

Guidelines for transfer or promotion include the following: 1) an employee is eligible to seek a transfer or promotion after successfully completing the orientation period and a minimum of six months of service in his or her current position and 2) if the transfer or promotion is in the best interests of the institution and the employee, a change will be effected after the normal two week notice is provided to the employee's immediate supervisor. In unusual circumstances, the time frames can be adjusted to support particular departmental needs.

North Park reserves the right to hire the best qualified applicants for job openings. Internal candidates will be considered; however, no guarantees will be made to current employees.

Purchase Cards

The purpose of the North Park University Purchase Card (P-card) program is to establish a more efficient, cost-effective method of managing low-dollar supply purchases and travel transactions. The program is designed to replace and reduce a variety of practices including cash advances, check reimbursement requests, petty cash and small purchase orders.

All cards are issued at the request and approval of your Budget Manager. *Card usage will be audited and may be rescinded by the Business Office at any time.* The card is issued to the North Park University employee, not the department. The Cardholder is the only person entitled to use the card.

Your signature on the Cardholder Agreement indicates that you understand the intent and guidelines of the program and will adhere to them. Before being issued a card, cardholders and budget managers will be required to complete a face-to-face training to go over the policies and the reporting software.

A full procedure manual may be obtained by contacting the Business Office.

Rehiring of Former Employees

Former employees are eligible for rehire if they meet the qualifications required for the current opening, their prior performance was satisfactory, and they left North Park in good standing. Former supervisors may be contacted for references of work performance prior to an employment decision.

For benefits based on years of service, such as vacation accrual, retirement benefit level, service awards, and tuition remission, the employee's prior term of service at North Park will be counted. Other benefits (like sick leave) must start at new employee levels and it may not be possible to waive waiting periods for benefits like long term disability.

Release of Personnel Information and References

The Office of Human Resources responds to employment and credit references of current and former employees of North Park. Information provided includes the employee's title, dates of employment and confirmation of salary. If you desire to have a fuller reference provided by North Park, a "Reference Authorization Form" must be signed by you. Supervisors should request a signed copy of the form prior to serving as a reference for a former employee.

Resignation

(See also Termination Procedures, p.21)

When you decide to resign, a written notice (although not required) is requested at least two weeks prior to leaving for support staff, and three to four weeks prior to leaving for supervisory staff. Such notice not only assists North Park in preparing for a replacement for the position, but also benefits you by allowing ample time for computation of accrued benefits. Failure to give proper notice may also affect your standing for purposes of future employment.

The written resignation must be sent to your immediate supervisor and a copy sent to Human Resources. The notice should include the employee's name, position and last day of employment.

North Park reserves the right to terminate an employee prior to the effective date of the resignation. It is anticipated that this would only be invoked in rare instances where employee misconduct or the like is involved.

You must work two days after a holiday in order to receive the holiday period as a paid benefit. To have health or dental insurance coverage for the final full month, you must work through the first five workdays of the month. Unused vacation days cannot be used to extend benefits. The last day actually worked is the effective date of the resignation.

Retirement

North Park has no set retirement age; however, certain retiree benefits may be available after completion of 10 years of full-time service provided that the employee has reached the age of 62 years. (See discussion of retiree benefits in Section III page 16 of this handbook.)

Teachers Insurance Annuity Association provides pre-retirement counseling for those employees approaching retirement. TIAA's individual counseling and seminars are open to all employees and are particularly encouraged for employees who are considering retirement. Individual meetings with a representative from TIAA can be arranged through the Human Resources Office or the TIAA-CREF Chicago office.

When planning a retirement date, an employee must notify Human Resources and schedule an exit interview to discuss final benefits.

Salaries

North Park has established compensation schedules for full-time faculty and staff. These schedules serve as guides in determining salaries. When annual increases are given, they are generally effective January 1, the beginning of the calendar year. Promotions or other job changes during the fiscal year may initiate another salary adjustment, effective at the time of change.

Rates of pay for part-time staff employees are set through consultation between the hiring supervisor and the Assistant Vice President of Human Resources.

Student wages are set at the beginning of each academic year by the Executive VP/CFO and Assistant Vice President of Human Resources. On rare occasion deviation from these rates are approved by the Assistant Vice President of Human Resources. Separate rates are set for students who work for North Park during the summer months.

Tardiness

When you anticipate that you will be late for work, your immediate supervisor must be notified as soon as possible. Chronic tardiness for employees with prescribed work schedules is considered unacceptable job performance and may be the basis for dismissal. North Park expects that employees will make every effort to begin work at the time prescribed for their position. The time given for beginning the workday is the time

work actually begins. You should plan sufficient travel time so that you are at your work station and prepared to work at the time the workday begins.

Teaching as Additional Assignment

From time to time staff employees may be approached to teach in the undergraduate or graduate programs in their area of expertise. Staff may teach no more than one semester course or one quad course per quad with the approval of your supervisor, Provost and/or Academic Dean Assistant Vice President of Human Resources and provided the following work conditions are observed:

1. Satisfactory arrangements must be made in advance with the employee's supervisor.
2. A basic work-week of 37.5 hours must be maintained.
3. If it is apparent that conflicts may arise between an individual's work requirements and class requirements, work requirements have priority and the staff member must decline the invitation to teach in that instance.

Teaching in one of the programs is considered a privilege and is not guaranteed.

Termination Procedures

Terminating employees are required to meet with a representative of the Office of Human Resources before leaving employment with North Park. This meeting is referred to as the "exit interview" or "sign-out". You are required to turn in your keys, ID cards, institutional credit or calling cards, cell phone, lap top computer, and final time cards or records of leave sheets. The Human Resources representative will collect these items and discuss final benefits with you. If an employee's last day of employment falls on a payday, the exit interview should be scheduled at least four work days prior to departure for purposes of calculating unused vacation time to be included in the final paycheck.

Travel/Travel Expense Reimbursement

(Refer to [Appendix F](#))

B. Payroll Process and Policies

Direct Deposit of Checks

As a matter of policy, North Park requires direct deposit of employees' paychecks.

Direct deposit forms are available from the Human Resource/Payroll Office. An account should be established with the bank; you may choose up to 3 different banks and/or accounts for your paycheck. The total paycheck will be available in the bank account on payday. An online paycheck advice itemizing deductions will be available via WebAdvisor the day of payday confirming the direct deposit.

If you close your account or change bank accounts you must inform Human Resources/Payroll in writing seven working days before the designated payday. Failure to notify the office could result in a delay of pay.

Payroll Schedule

Full-time Exempt Employees: All continuing full-time exempt employees are paid through to the date of the paycheck. There is no delay in pay when an employee begins employment at North Park.

Online paycheck advice will be available for viewing on the 15th and the last day of each month. When a payday falls on a weekend or holiday, paychecks will be distributed the last working day prior to the weekend or holiday.

Non-Exempt Full-time Employees, Part-time Adjunct Faculty, Part-time Hourly Staff and Student Workers:

Online paychecks advice will be available for viewing every other Friday, covering the two-week period ending the Friday before payday. In order to receive a paycheck on schedule, a timecard for all hours worked during the preceding week must be turned in to the HR/Payroll Office by 12:00 noon each Monday. Part-time adjunct pay will be divided evenly among pay dates during the time the course(s) are taught. When payday falls on a holiday, paychecks may be distributed on the last working day before or the first working day after the holiday.

Since the end of the pay period is the same as the date of the paycheck and this does not exactly coincide with the schedule for time card submission; North Park is sometimes unable to include overtime pay for any extra hours worked by non-exempt employees in the current paycheck. Any overtime pay owed will be included in the subsequent paycheck.

Payroll Deductions

Taxes: By law North Park must withhold FICA (Federal Insurance Contribution Act; includes Social Security and Medicare premiums) and federal and state income tax. The amount of federal income tax withheld is based on the exemptions declared by you on your W-4 form.

Benefit Premiums: Various benefit premiums are deducted from pay on a pre-tax basis, including the following:

- Employee share of medical and dental insurance premiums
- Retirement plan contributions and supplemental retirement annuity contributions

Flexible Spending Accounts: Employees who have elected to open flexible spending accounts for healthcare or dependent care expenses (as permitted by Section 125 of the Internal Revenue Code) will have separate deductions from their paychecks for these purposes.

Taxable Benefits

Some special employee benefits are taxable and as such will be reported on W-2 forms at the end of the year along with regular taxable compensation. Such benefits include, but are not limited to, the following:

- Housing included as compensation (unless residency is a job requirement)

- Grants used for other than education or travel
- Graduate tuition remission (consult the Tuition Remission policy for details, Appendix B)
- Life insurance premiums paid by North Park for life insurance in excess of \$50,000
- Moving and relocation expenses paid by North Park
- University provided cell phone and/or cell phone stipend

Time Cards and Records of Leave Time

Full-time, non-exempt employees are to record their work time each week via the online web-time entry through WebAdvisor. Time records should reflect the actual hours worked during that week and record any leave time taken. Time records are submitted to your supervisor every other week for approval no later than that Monday by 12 noon. Failure to turn in the time records could result in a delay of pay.

Exempt employees complete a monthly record of leave time sheet at the end of every month for the purpose of recording vacation, sick and personal time taken. The records of leave time are to be signed by a supervisor and sent to Payroll/Human Resources.

Part-time staff and students' record work hours each week via the online website entry through WebAdvisor. Time records are submitted to your supervisor every other week for approval before they are submitted to the HR/Payroll Office. Failure to do this could result in a delay in pay for the students.

C. Community Life Policies

North Park's institutional mission statement indicates a commitment to a campus community characterized by "integrity, diversity, collegiality, fairness, compassion and joyful living." Because of this commitment, North Park has consciously and deliberately created special policies to govern particular aspects of our work together. These policies delineate expectations and practices which, if observed by community members, will create the type of work environment envisioned above.

The consequences of violating these policies can in some cases require severe disciplinary actions; however, it is hoped that in practice these measures will never be required.

Community Relationships and Service

North Park aspires to create a campus environment of mutual learning and service. North Park's philosophy of community life is based upon the following principles:

Personal Development: North Park exists to nurture the growth of students, faculty and staff as thinking and believing people.

People are our most valuable resource at North Park. Each of us brings specific skills to the life of this community, and as a community we are dedicated to helping each member of the campus to find, develop, and use his or her skills. We do so not only because this is good for each person, but we do so with the conviction that the life of the community will thereby be immeasurably enriched.

Community Life: North Park is more than an aggregate of disparate individuals. It is a community bonded by history, tradition, values, and purpose. We seek to achieve our goals through community action in the belief that concerted action is far more effective and lasting than individual effort.

Quality Interaction: We value the quality of our relationships. As a community we accept the need for procedures, rules and structures to ensure effective task completion and equity. However, our interactions are grounded in a broader concern for the welfare of each other and North Park. We are not limited by bureaucracy and have the freedom to address concerns and invent solutions in the spirit of a community enterprise.

Service: We are committed to serve each other in love, truth, humility, gentleness, and genuine concern for others. As an institution of Christian higher education, Christ is our model for relating to others.

Our primary goal is to serve the needs of all students. We work to facilitate the learning and community living experience, and to serve students effectively and efficiently.

Discrimination, Harassment, and Retaliation Policy

As a Christian institution of higher learning supporting the mission and embodying the faith heritage of the Evangelical Covenant Church, North Park desires to have a campus community “which truly values people and is characterized by integrity, diversity, collegiality, fairness, compassion and joyful living”¹. North Park is committed to providing and maintaining a welcoming environment, and will not tolerate discrimination, harassment, retaliation, or any form of intimidation by any person in any form directed against students, faculty or staff of the institution. The institution will take prompt and appropriate action when complaints of discrimination, harassment, or retaliation are registered, including appropriate disciplinary action up to dismissal against the perpetrator, if the complaint is substantiated and such discipline is deemed necessary.

Enforcement of this Policy will be coordinated by the Assistant Vice President of Human Resources, who shall serve as Equal Opportunity (EO) Coordinator. The EO Coordinator is responsible for seeing that institutional procedures are followed in investigating all allegations or complaints of discrimination, harassment, or retaliation involving faculty, staff, students and campus visitors.

North Park strives to be a community in which all persons are treated with respect. Any form of harassment is contrary to this goal. Harassment tends to target one or more personal characteristics of the person(s) being harassed. Oftentimes, it focuses upon readily identifiable attributes such as race, color, national origin, sex, age, disability, etc. However, it may also focus upon beliefs or perspectives, such as religion, politics or lifestyle. Harassment, regardless of its nature, involves unwelcome verbal or physical conduct that implicitly or explicitly demeans an individual or group based on such personal characteristics, and:

- affects tangible job or education benefits, or
- interferes unreasonably with the education, work or other institutionally sponsored activity of a student, employee or campus guest, or
- Creates an intimidating, hostile, or offensive environment for education, work or other institutionally sponsored activity.

North Park will not permit harassment and considers harassment based on race, color, national origin, religion, sex, age, disability, veteran’s status, or other protected status as those terms are defined by applicable local, state and federal law particularly intolerable. Although North Park does not permit

¹ Excerpted from North Park University Strategic Plan dated February 1998.

harassment of any person for any reason, this does not imply institutional approval of all beliefs or lifestyles. North Park's institutional position on these matters is necessarily congruent with our sponsoring denomination, the Evangelical Covenant Church.

Please refer to [Appendix C](#) for a detailed description of North Park's discrimination, harassment, and retaliation policy and complaint procedure.

Drug and Alcohol Use

North Park University strictly prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance on campus or in conjunction with institution-sponsored events. Possession or use of a controlled substance is permitted only when it occurs pursuant to a valid prescribed medical treatment program. North Park also prohibits the possession or use of alcohol on campus. Employees cannot report to work when under the influence or having noticeable evidence of recent alcohol use. No North Park sponsored publication, broadcast or other communication shall accept or contain any promotion of alcoholic beverages. Further, North Park does not condone the display of alcoholic containers or advertisements in campus windows or on posted communications.

If the above prohibitions are violated by an employee, North Park University may administer disciplinary action up to and including termination of employment depending on the severity of the case. An employee may also be referred for rehabilitation if deemed appropriate. Instruction on substance abuse rehabilitation resources and services is available from the Assistant Vice President of Human Resources.

As a recipient of federal grants and federal financial aid awards, North Park University complies with the Drug-Free Workplace Act of 1988. This act requires that the institution 1) publish policies prohibiting the unlawful manufacture, distribution, dispensing, possession or use of illicit drugs in the workplace and 2) specify that action will be taken against employees for violation of such prohibition.

Employees directly engaged in the performance of a federal grant program must individually certify that they are in compliance with the Drug-Free Workplace policies. Such compliance will be documented by requiring such individuals to complete a certification once-a-year. Any employee engaged in the distribution of federal grant money in the form of financial aid or engaged in work under a federal grant who is convicted of a drug violation on the campus is required by federal law to inform the Vice President/CFO within five (5) working days of such a conviction.

Please consult Appendix E for the complete policy on alcohol and drug use in the workplace.

Marijuana Policy

The use, possession, storage or cultivation of marijuana in any form and for any purpose, recreational or medical, is prohibited at North Park University. Although the Illinois Compassionate Use of Medical Cannabis Program Act (410 ILCS 130) permits qualified patients with specific medical conditions and their primary caregivers to use and possess marijuana, the Compassionate Use of Medical Cannabis Program Act conflicts with federal laws. The Illinois Cannabis Regulation and Tax Act permits recreational use, however allows Illinois colleges and universities to ban the recreational use on their property. In addition, the Illinois Cannabis Regulation and Tax Act conflicts with federal law.

Because the University receives federal funding and is subject to the Drug-Free Workplace Act of 1988 and the Drug Free Schools and Communities Act Amendments of 1989, the use, possession, storage or cultivation of marijuana and cannabis-infused products such as edibles, by anyone while on North Park University property, or representing the University at an event, on or off campus, regardless of whether he or she is a licensed/registered patient or caregiver under the Compassionate Use of Medical Cannabis Program Act, is a violation of this Policy and, therefore, a violation of North Park University's Code of Conduct as outlined in appropriate handbooks.

Smoke and Tobacco Free Policy

To provide a healthy and safe environment for students, faculty, staff, and visitors on campus, and to create a cleaner and more sustainable campus community, smoking and tobacco use is prohibited on all campus property at North Park University, both indoors and outdoors, in university-owned vehicles and in privately-owned vehicles parked on campus property.

The advertising and selling of cigarettes, cigars, tobacco products or the like is prohibited on Campus Property. Littering the remains of these products or any other related waste product on campus property is further prohibited.

This policy applies to any individual on campus property, including but not limited to students, faculty, staff, other employees, contractors, subcontractors, volunteers, visitors and members of the public.

Definitions:

- a. **Smoking** is defined as the use of smoke-producing tobacco products, including but not limited to cigarettes, cigars, cigarillos, mini-cigars, e-cigarettes, tobacco alternative vapor or vaping products and hookahs. All forms of smoking are prohibited on all campus property.
- b. **Tobacco Use** is defined as the use of any tobacco product including, but not limited to cigarettes, cigars, cigarillos, mini-cigars, hookah, chewing tobacco, snuff, and other smokeless tobacco products. All forms of tobacco use are prohibited All forms of smoking are prohibited on all campus property.
- c. **E-Cigarette Use or Vaping** is defined as the use of electronic smoking devices and/or electronic nicotine delivery systems. Use of these products and delivery systems is also prohibited within all university buildings, facilities and vehicles., even without the use of nicotine, and may be subject to confiscation and/or disposal.
- d. **Campus Property** means any property owned, leased, occupied, operated or otherwise controlled by North Park University, including but not limited to all campus buildings, classrooms, laboratories, residences, residence halls, elevators, stairwells, restrooms, conference rooms, hallways, athletic complexes and facilities, lobbies and other common areas, exterior open spaces, university-owned parking lots.

Guidelines:

All University employees, students, visitors, guests and contractors are required to comply with this policy. All members of the University community are encouraged to share the responsibility for bringing this policy to the attention of visitors.

- a. North Park constituents who do not respect these policies, will receive intervention in accordance with employee or student conduct policies.
- b. Off-campus visitors, guests and contractors who violate this policy will be counseled appropriately.

Exceptions:

- a. The use of tobacco products may be permitted in laboratory and classroom instruction and experiments, or for educational, artistic or theatrical purposes.
- b. FDA-approved tobacco/nicotine cessation aids, such as nicotine patches and gum, are not prohibited.

Campus Safety

At North Park we are concerned with the welfare of every person on our campus - student, staff, faculty, or visitor. However, as no campus is completely immune from the pressures of the surrounding community, special precautions must be taken to create a safe and secure campus all can enjoy. One of the best ways to eliminate crime is to be aware and to try to prevent it from happening at all. Initially this involves minimizing criminal opportunities wherever possible and encouraging the North Park community to be responsible for themselves and the security of others. Because these measures do not always prevent crime, the following services, policies, and procedures have been established.

Campus Safety Services: The Campus Safety Department at North Park employs off-duty law enforcement personnel from local and state police agencies to maintain security on the North Park campus. North Park campus safety officers, who patrol the campus 24 hours/day, have the authority to stop, detain, and question anyone who is suspected of committing a criminal offense on campus. Because they are law enforcement personnel, our campus safety officers have power of arrest. Campus Safety officers enforce all rules and regulations of the institution. It is illegal, for anyone except duly appointed law enforcement personnel, to bring or possess a firearm upon the grounds or buildings of the University.

Due to their law enforcement training and background, North Park Campus Safety officers have a close working relationship with state and local law enforcement agencies. These agencies are responsive to North Park's security needs and readily provide additional support when requested.

In the case of a criminal incident, campus safety personnel will:

- Respond to the incident as required,
- Investigate the incident and prepare a North Park Security Incident Report,
- Contact the local police agency and have an official police report prepared,
- Determine if additional support from the local police agency is needed, and
- Contact the local police agency for support in any follow-up investigation.

How to Report a Security Incident: If members of the campus community witness or have knowledge of a criminal incident, they should report it immediately. Call Magnuson Campus Center desk, extension "0" for non-emergencies and extension 5600 for campus emergencies, and request that a campus safety officer be dispatched to the location. Campus safety personnel are equipped with portable radios and remain in constant contact with Campus Center. Persons observing a crime in progress should contact local police by dialing 911 and then call North Park Campus Safety. Campus Safety personnel will respond and determine the appropriate action.

How Information is Shared: When a criminal incident occurs or crime pattern arises which threatens the safety and/or security of the community, the Campus Safety office informs the campus. The Executive Vice President/CFO may call a meeting with an ad hoc committee (which may include the dean of students and the directors of campus safety, human resources, and public relations) to determine the most effective approach and process for information dissemination. Depending upon the nature of the incident, the committee may send flyers, post bulletin board messages, contact residence hall directors and personnel, utilize campus publications, alert the local media, or in some cases send individual correspondence.

After Hours Building Access: While the community is to keep the Campus Safety office apprised of any suspicious persons on campus during business hours, it is imperative that Campus Safety personnel know exactly who is on campus after hours. This information becomes critical in the case of a fire, an emergency or a breach of security. The following policies have been instituted for after hours:

Faculty and Staff: An employee who requires access to a locked facility for business purposes or wishes to remain working in a building after business hours must follow these procedures.

- Call Campus Center and inform them of your expected access and departure time as well as which building and office. Campus Center records this information, alerts Campus Safety, and, if necessary, arranges a time for you to meet Campus Safety for building access. Campus Safety officers require that North Park employees present a valid NPU ID to gain after hour's access to campus buildings.
- Call Campus Center just prior to leaving your area so Campus Center can record your departure. Campus Safety periodically reviews the log and checks on those who have not informed Campus Center of their departure. You should make certain your area is secure before departing, including locking door(s), closing windows, and turning off electrical appliances and equipment (e.g., coffee pots) and the lights.

NOTE: This procedure should be followed regardless of whether you have gained access via a personal key or a colleague already in the building. Campus Safety needs to know who is present in every building after hours in case of fire, emergency, or breach of security.

Observance of suspicious visitors after hours should be reported to Campus Safety immediately.

Students and Visitors: Access to campus buildings by students and visitors after hours is governed by the same guidelines as faculty/staff with the following additional requirements:

- Students requiring access to campus buildings after hours must obtain written authorization by an appropriate supervisor and provide Campus Center with this authorization in advance to obtain entry. The authorization must indicate the purpose for the student's access and should specify the dates when such access will be required.
- Visitors must be accompanied by their faculty or staff sponsor. Faculty and staff are responsible for logging visitors in and out by calling Campus Center.

Campus Emergencies

X-5600

Training and Crime Prevention: To prevent crime on campus, North Park Campus Safety in conjunction with Physical Plant staff conducts campus audits to assess lighting, broken locks and other potential security and safety hazards. Many buildings on campus have audible alarms which alert campus safety officers as well as off-campus police. Crime prevention seminars are held periodically and a security advisory panel meets to consider security issues, policy and procedures, and programs in crime prevention.

Any questions or concerns about issues of campus security should be addressed to the Director of Campus Safety or to the Executive Vice President/CFO. A website is also maintained on the University website to answer additional questions.

Concealed and Carry Policy

North Park University is committed to providing a safe and secure environment for the university community and its guests. In support of this commitment and pursuant to the 2013 Illinois Firearm Concealed Carry Act (430 ILCS 66) and its enabling regulations, the university maintains and enforces a Weapons and Firearms-Free Campus. This includes all buildings, facilities, residence halls and other university housing, programs and university sponsored events, whether on or off campus. This Policy applies to all employees, students, persons conducting business, or individuals visiting the North Park University campus.

Individuals with a valid Illinois concealed-carry permit who are attending a university event or are on university property for a legitimate purpose, may store their firearms in secured containers within their vehicles while they are on campus.

Law enforcement personnel, on-duty armed private security personnel, other government personnel authorized to carry a weapon and retired law enforcement personnel with valid Retired Officer Carry Cards are exempt.

Any individual, including student, employee, or visitor, on North Park University property and found to have carried a weapon or firearm onto the University's property knowingly, or under circumstances in which the person should have known that he or she was in possession of a weapon or firearm, may be banned from the North Park University Campus. Any student will be subject to the student conduct issues as detailed in the student handbook. Any employee will be subject to disciplinary action as detailed in the employee handbook or Manual for Academic Personnel Policies.

Communicable Diseases

North Park recognizes that employees who contract various communicable diseases (including but not limited to contagious diseases such as hepatitis B, mononucleosis, tuberculosis, auto immune deficiency syndrome (AIDS), etc.) may wish to continue in as many of their normal pursuits as their condition allows. As long as you are able to meet the performance standards of your job and medical evidence indicates that your condition is not a danger to others, supervisors and co-workers should be sensitive to and make reasonable accommodation for the needs of employees with such illnesses. At the same time, North Park is committed to providing a safe workplace for all employees and students.

Service and Emotional Support Animals

Subject to this policy, students, faculty or staff may be allowed to have a service animal (dog) in campus facilities where animals would typically not be permitted. Also, subject to this policy, students or staff residing in University housing may request as an accommodation that an emotional support animal be allowed to reside in the employee's University residence.

The health and safety of North Park University students, faculty, staff, and the service or emotional support animal is an important concern; therefore, each request for such an accommodation will be made on a case by case basis. Only in cases where animals and the relevant facts satisfy the applicable criteria described below will the animal be exempt from rules that otherwise restrict or prohibit animals being on campus.

Except in cases where it is readily apparent that an animal is a service animal, requests for an accommodation regarding service animals or emotional support animals should be supported by sufficient information or documentation for proper consideration of the request.

In all cases, the owner of the animal is responsible for the animal's behavior. The removal of any animal, including, but not limited to, service animals (dogs) and emotional support animals, and any necessary cleaning, repairs and/or pest control will be done at the expense of the owner of the animal and will be subject to a student conduct/employee proceeding. Resident will be permitted to have no more than 1 (one) animal due to the confined residential living space, and any exceptions will be reviewed and made on an individualized basis by the student support specialist and Residence Life and Housing or the Office of Human Resources, whichever is applicable.

Service Animals (Dogs)

Per Titles II and III of the Americans with Disabilities Act, North Park University allows a person with a disability to be accompanied by a service animal which is in definition limited to dogs. Service animals (or service dogs) are defined as dogs 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, and alerting/protecting a person who is having a seizure. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purposes of defining a service dog. The work or task a dog has been trained to provide must be directly related to the person's disability. Students or employees with service dogs are permitted to bring their service dog in all areas of a place of public accommodation. This includes any University housing assigned to the student or employee.

Emotional Support (or Assistance) Animals

Per the Fair Housing Act and the Americans with Disabilities Act, NPU provides reasonable accommodation for an emotional support or assistance animal in University housing. An emotional support animal is an animal that is necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling when there is an identifiable relationship or nexus between the person's disability and the assistance the animal provides. Typically, an emotional support animal is prescribed to an individual with a disability by a healthcare or mental health professional and is an integral part of a person's treatment process. An emotional support animal is not necessarily a service animal (dog), although in some instances a service animal (dog) could qualify as one. Except to the extent that a service animal also qualifies, emotional support animals are only allowed within a person's residence in University housing.

Chosen Name Policy

The North Park University community recognizes that some of its members use names other than their legal names to identify and refer to themselves. The University acknowledges that a Chosen Name can and should be used wherever possible in the course of University business and education. The University will strive to use Chosen Name in documents and communication whenever possible.

Therefore, it is the policy of the University that an individual may choose to identify themselves within the University's information systems with a chosen first, middle, and/or last name in addition to the person's legal name. It is further understood that the person's chosen name shall be used where possible in University communications and reporting except when the use of the legal name is required. Inappropriate use of the Chosen Name policy, including but not limited to avoiding a legal obligation, misrepresentation, and the use of

offensive language, including profanity or language which has the effect of mockery, may be cause for denying the request.

Examples in which legal name will still appear:

- Enrollment Inquires and Verifications
- Financial Aid
- Health, Insurance and Medical Documents and Records
- International Visa Status
- Official Transcripts
- Payment/Billing
- Back of ID card (provided you obtain a new one)
- W-2 and other tax forms
- Pay Checks and Advices
- Other documents requiring legal name

The use of any chosen name at North Park University should not be for purposes of misrepresentation or any other purpose that is unlawful or would violate any North Park University policy or standard. Chosen Name is limited to alphabetical characters, hyphens and spaces (e.g. no symbols). Reverting back to legal name at any time is permitted.

Please be advised that designating a chosen name in the University's information systems is not the same as legally changing your name through the court system and/or other processes. An individual's legal name will remain unchanged in all University related systems. An individual who wishes to change their legal name in the University's records can obtain the Name and/or Gender Change Request Form on the Student Administrative Services and/or Human Resources websites. Concerns or questions should be addressed to Student Administrative Services and/or Human Resources.

This policy does not form a contract of any kind and may be modified, changed, altered, by North Park University at its discretion.

Gender Identity Policy

Some individuals' gender identities differ from their designated gender at birth. North Park University aspires to be a welcoming and inclusive campus that encourages usage of accurate gender identity and pronouns whenever possible.

Any student, alumnus or employee of North Park University is free to submit a Name and/or Gender Identity Change Form on which they identify their gender identity and/or preferred pronoun. The Office of Student Administrative Services and/or Human Resources, as applicable, will review the Name and/or Gender Change Form. The University reserves the right to deny any such request or reevaluate a previous request if misrepresentation is involved or North Park University's standards/policies or the law would be or have been potentially implicated or violated.

Gender identity will only be reflected in the University's official records, but may be visible in the Self-Service profile, which is accessible only by the individual. Transcripts and diplomas do not indicate gender identity.

Please note: This policy does not form a contract of any kind and may be modified, changed, altered, by North Park University at its discretion.

Section III

Employee Benefits

North Park provides a range of employment benefits to full-time employees. Application for employee benefits must be made through the Office of Human Resources. Changes in benefit provisions and/or eligibility may be made at any time at the sole discretion of North Park University.

The following comprises the current list of employee benefits:

A. Leave Benefits

Except as otherwise specifically indicated, leave benefits apply only to full-time employees. Days taken as leave time are compensated based on the number of hours normally worked during that time.

Accrued Leave Benefits (Personal, Sick and Vacation Leave)

Personal, sick and vacation leave are accrued by all full-time staff employees, not faculty. During the first three months of employment, you are discouraged from taking leave. Your department supervisor must approve all leave requests. Non-exempt employees may use leave-time in hour or half-hour increments.

Personal, sick and vacation leave must be reported on time cards and time sheets accordingly. Employees only accrue leave while they are in a paid status. Those on unpaid leave do not accrue personal, sick and vacation leave.

In unusual cases, you may take personal, sick or vacation time in advance of your actual accrual with the prior approval of your supervisor and Human Resources. If you fail to get prior approval, this time may be considered unpaid. If your leave balance drops below zero, you may not use any additional leave until the accrual is above zero again. The maximum combined hours of leave time benefits in all three categories that you can take in excess of your accrual is 22.5 hours (or 3 days). If an employee terminates employment with a negative leave balance, the following will occur; if sick and personal leave accounts have negative balances, this use of leave will be treated as vacation leave, thereby reducing your accrued vacation leave balance. If vacation leave is negative, that amount will be deducted from the final paycheck. When your leave balance is sufficiently negative to warrant concern, you will be asked to sign a form authorizing this deduction from your final paycheck, should you leave the employment of North Park.

Personal Leave

The purpose of personal leave is to provide paid time-off for employees to attend to personal business that cannot be handled during non-work hours. Examples include: legal proceedings, caring for a sick child or relative, parent-teacher conferences, and car or home repairs that prevent you from coming to work. Personal leave is not to be used as additional vacation leave.

From September 1 through August 31 of the next year, you earn a total of three days of personal leave. Personal leave is accrued at a rate of .94 hours per pay period or 1.88 hours per month. If a terminating employee has taken personal leave in advance of its accrual, the final paycheck will be adjusted as indicated above.

If personal leave is not used by August 31 the balance is reduced to zero. New accruals begin every September 1st. Unused personal leave is not paid out upon termination.

Sick Leave

You accrue a total of 10 sick days (75 hours) per year. Each pay period, the accrual totals 3.125 hours or 6.25 hours per month. Sick leave can be used if you are sick, injured or have a medical appointment that cannot be scheduled during off-hours. You may use sick leave to care for or to attend medical appointments with a child or immediate family member.

If you are sick, you must notify your department supervisor at the beginning of each workday during the period of absence unless a physician has barred you from work for a specified period of time and you have communicated this to your supervisor. If you are out for more than five workdays, you may be required to obtain a doctor's slip/release in order to return to work.

Unused sick days may accumulate up to a maximum of 60 days to provide financial protection in cases of extended illness. If sick time is exhausted, you may use vacation or personal time or choose to have a reduction in pay. Unused sick days are not paid out at the time of termination. If a terminating employee has taken sick time in advance of its accrual, the final paycheck will be adjusted as indicated earlier in this section.

NOTE: When applicable, sick leave benefits will be coordinated with the provisions of the Family and Medical Leave Policy outlined in Appendix D.

Vacation Leave

You accrue vacation time according to your classification level and years of service with North Park. Following is a chart outlining the various levels of annual accrual currently in place:

Classification Levels

Consecutive Years of Employment	E8-E11	E1-E7/T1-T6/N1-N6
First Year	20 days	10 days
Year 2-5	20 days	15 days
Year 6 or more	20 days	20 days

Vacation accrual is based on your start date and consecutive years of service. If you are promoted to a higher classification level you will immediately begin accruing vacation at the new rate according to the total number of years of service.

North Park encourages you to schedule your vacation each year. However, if vacation time cannot be taken, the following carry-over policy applies:

Vacation Year and Carry-Over Days: The vacation year is from September 1 to August 31 of the following year. You may carry over a maximum of one-half of your annual vacation allotment into the next vacation year.

Vacation leave accrual in excess of one-half of the annual allotment will be forfeited if not used by August 31.

Example 1: Employee X begins employment at North Park on 10-1-16 and will earn 10 days of vacation time from 10-1-16 through 9-30-17. On 9-1-17, Employee X may carry over a maximum of 5 unused vacation days (one-half of the annual allotment) into the next vacation year.

Example 2: Employee Y begins employment at North Park on 5-15-17 and will earn 10 days of vacation time from 5-15-17 through 5-14-18. Because Employee Y will not have earned one-half of his or her annual vacation allotment by August 31, 2017, he or she can carry over all accrued vacation time. Employee Y will not forfeit any unused vacation time by the August 31st deadline. However, the following year, Employee Y may only carry over up to one-half of his or her annual vacation allotment on September 1, 2018 if there are unused vacation days accrued.

In rare instances, if your supervisor requests that you cancel your vacation plans due to special work requirements and vacation cannot be rescheduled by the August 31 deadline, your supervisor can appeal your forfeiture of vacation time. Your supervisor should submit the special request for your vacation time to be carried over beyond the August 31 deadline in writing to the Assistant Vice President of Human Resources. Employees and supervisors should do vacation planning well in advance of the August 31 deadline so that all employees are able to use their full vacation leave time. Special carry-over approvals will be rare.

Vacation requests should be submitted to the department supervisor in writing as early in the year as possible. Department heads or the appropriate Vice President can approve vacation requests depending on seniority of employees and work demands. It is assumed that the taking of vacation time may be precluded for certain positions during certain times of the year because of the critical nature of the work. Terminating employees will be paid for unused vacation hours upon leaving North Park in accordance with procedures outlined earlier in this section. If a terminating employee has taken vacation hours in advance of its accrual, the final paycheck will be adjusted accordingly.

Family and Medical Leave Act Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), eligible employees (as defined in Appendix D), are entitled to take up to 12 weeks of unpaid leave annually (within a 12 month period) if one of the following circumstances exists:

1. to provide care to a child during the first year following the birth
2. to provide care during the first year following the placement of an adopted or foster child.
3. when it is necessary to provide for the care of certain family members (generally spouses, children and parents) with serious health conditions; and
4. when the employee is unable to work because of his or her own serious health condition.

If the absence is due to a serious health condition (#3 and #4), the employee may take the leave intermittently or on a reduced time basis (e.g., by working fewer days in a week or by working fewer hours in a day). If the absence is to provide care for a child during the first year (#1 and #2), the employee may also take the leave intermittently or on a reduced time basis, if approved by the employee's supervisor. Under certain circumstances an employee on intermittent or reduced time leave may be moved to an alternate position (at equivalent pay and benefits) that can accommodate such scheduling.

Your entitlement to leave under the Act is limited to a total of 12 weeks in a 12-month period beginning with your first day of FMLA absence. This 12-week leave provision is coordinated with other accrued leave as delineated in Appendix D, that is, use of certain accrued paid leave will be required in fulfilling this 12-week leave provision. In the case where both a husband and wife work at North Park, the aggregate leave to which they are entitled for the purposes of childcare following the birth or placement of a child or to care for a sick parent is 12 weeks.

Specific provisions and requirements of the Family and Medical Leave Act are described in detail in Appendix D. You are directed to that appendix for a complete description of those leave provisions.

Funeral Leave

When a death occurs in your immediate family, you may use up to three days to attend the funeral and/or make funeral arrangements prior to the day of the funeral. The exact number of days must be coordinated with your supervisor. If additional time is needed, the employee may use vacation or personal time.

For purposes of funeral leave, members of the immediate family are: spouse, parent, child, parent-in-law, legal guardian, brother, sister, grandparent, grandchild, and any person whose relationship to you is similar in nature to those listed.

Holidays

Each year the President will announce the holidays North Park observes for that academic year. The University observes the following core holidays:

New Year's Day	Thanksgiving
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Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The President may from time-to-time announce additional holiday time (e.g., at the Christmas season). Additional holiday time, if any, will be communicated by special memorandum from the President's Office.

Offices are closed on holidays. If the holiday is worked, another day may be taken off during the same week (if schedule permits) or the holiday pay plus time and a half will be paid for time worked by non-exempt employees. Part-time and temporary employees are excluded from any holiday pay benefits.

Work on holidays will be rare and exceptional. You will not be paid extra for work on holidays unless such work has been specifically requested and authorized by your supervisor. If you are on unpaid leave when a holiday occurs, you are ineligible for holiday leave pay. An employee must be in a paid status both before and after the holiday to be paid for it. Holiday pay will be pro-rated to the number of ours the employee is working during those weeks.

Jury Duty and Court Appearance

North Park considers it an act of responsible citizenship to serve as a juror or to appear as a witness before the court when subpoenaed. When a full-time employee is summoned for jury duty or subpoenaed to appear in court as a witness, time off is granted with pay provided that a copy of the official orders from the court are given in advance to the immediate supervisor. Part-time employees are granted time off without pay.

You are responsible for notifying your supervisor of the impending jury duty or court appearance immediately upon receipt of the court notice. Sufficient notice will allow your supervisor to arrange coverage for critical tasks within the department or to ask that you request a postponement of or excuse from jury duty if your absence would pose a particular hardship on the department at that time.

You are permitted to retain both your regular salary as well as the wages given by the court for service as a juror; however, when the jury is not in session, you are expected to report to work for all or part of that day. If jury duty is substantially extended, North Park may need to adjust your pay, that is, pay received from North Park would be reduced by the amount of compensation received by the court.

Traffic Violations, Lawsuits or Personal Legal Affairs: An employee who must appear in court for traffic or other violations or as a party in a lawsuit or for personal legal affairs must charge the absence to vacation or personal leave, or the employee may take unpaid leave.

Leave of Absence

A leave of absence without pay (for conditions other than those outlined in the Family and Medical Leave Act-Appendix D) is generally discouraged, but may be granted to full-time employees with a minimum of one year of service for the purpose of education, travel, and other personal reasons. Staff employees are encouraged to use their vacation and personal time before requesting a leave.

The request for a leave of absence must be made to the department supervisor and the Assistant Vice President of Human Resources in writing, stating the dates of the leave and the reason for the leave. Approval is dependent on several factors, including the following: workload, the existence of adequate personnel to meet work demands, additional costs incurred by North Park due to the absence, your past performance and attendance, the nature of the leave, and the merits of each individual case. The term of the leave of absence will generally be from a minimum two weeks to a maximum of 12 weeks.

During leaves of absence, you may continue medical and dental insurance by paying the full monthly premiums to the Office of Human Resources. Holidays will not be paid during the leave and sick, vacation and personal time accrual will be suspended.

Medical Appointments

Every effort should be made to schedule medical appointments during off-hours. If this is impossible, employees may use sick leave for this purpose. If you have used all of your sick leave, vacation or personal time may be used to cover your absence for this purpose. Medical appointments include physical examinations, dental appointments, eye exams, x-rays, etc.

Military Leave

Full-time employees will be granted special military service leave. If you are a member of a military reserve unit or the National Guard and are required to attend a two-week training period during the year, you will receive make-up pay in the amount of the difference between that pay which you receive for military training and your normal pay provided your normal pay exceeds your military pay. You must present records showing dates served and pay received while on active service to receive make-up pay. You also have the choice of using your vacation time to service the two-week training period, in which case you may retain both your military pay and vacation pay in full. Military leave in excess of or other than the two-week training period described above will be on an unpaid basis. Reinstatement and benefits will be provided in accordance with federal and state law.

Mission Trip Leave Time Policy

North Park University recognizes the role of university staff alongside that of faculty as educational partners in the educational experience of students. Full-time staff members can be excellent adult advisors for North

Park sponsored mission trips, both domestically as well as internationally. You may apply to serve as a mission trip advisor through the University Ministries department. If you are approved as an advisor, you will be granted three personal leave days to utilize during the mission trip. The three personal leave days are in addition to the three personal leave days that you already accrue throughout the leave year. You will be required to use your existing vacation days or personal days, in addition to the three extra personal leave days granted for the trip, to cover the total time you will be gone from campus on the mission trip. You will be granted the additional three personal leave days only one time during the leave year (September 1 – August 31).

An application form must be completed no less than 30 days before the mission trip to be considered for approval. The approval process will involve the Global Partnership Coordinator, your immediate supervisor, and Assistant Vice President of Human Resources. You are expected to work with your supervisor to make adequate provisions for fulfillment of your responsibilities during the time you will be away from campus. Trips of more than one week may require additional planning and support, and may not be possible. There will be no institution funds used to support the staff advisor for the mission trip. You will be responsible for costs related to your involvement with the mission trip.*

*NOTE: In some instances there may be some funding for the advisor built into the fees paid by the trip participants. This may or may not be sufficient to cover all of the advisor's costs. Check with University Ministries for the particular financial responsibilities for each trip.

Parental Leave

North Park values family life and seeks to make it possible for individuals to balance the events of childbirth and/or adoption of a child with continued work/career aspirations. For these reasons, North Park has established a policy of paid parental leave for full-time employees who have a newborn infant or newly adopted infant or toddler (e.g., less than 3 years of age).

Up to three weeks of paid parental leave is available to all full-time employees, both women and men, who have completed one year of service and intend to return to work upon completion of the leave. Parental leave may be extended with paid and/or unpaid leave in accordance with the provisions of the Family and Medical Leave Act Policy (Appendix D).

Requests for parental leave should be submitted in writing to your supervisor and the Assistant Vice President of Human Resources at least 30 days in advance of the leave period. You should indicate in your request the approximate date that such leave would begin.

NOTE: In the case of childbirth, if the period of disability for the birth mother extends beyond three weeks, that employee may extend her paid leave by utilizing available sick leave and/or supplemental disability leave as appropriate. See Appendix D and the supplemental disability leave section below for more information.

Nothing in the foregoing paragraphs is intended to lessen benefits required by the Family and Medical Leave Act. Rather, the parental leave provided by North Park enhances such benefits for eligible employees by providing compensation during a portion of such leave.

Supplemental Disability Leave

Employees who become disabled may utilize the supplemental disability leave plan, pending verification of the disability as described in the Family and Medical Leave Act (FMLA) Policy set forth in Appendix D. The primary intent of this leave is to provide financial support to an employee who is either temporarily disabled or who is suffering from a long-term disability and is awaiting benefits under North Park's long-term disability plan.

Eligibility: This benefit is available to full-time employees who have completed one year of service.

Disability and Duration of Benefits Defined: A disability is defined as a "serious medical condition" per North Park's Family and Medical Leave Act Policy that lasts longer than three weeks (15 working days). The procedures outlined in the FMLA policy for verifying the disability are followed and then the employee is paid back to the first day of absence.

Benefits are payable until the employee is able to return to work or for six months whichever is sooner. In addition, benefits are payable once in a 12 month period. The determination of when an employee is able to return to work is based upon the advice of the attending physician. North Park may periodically request updated status reports from the employee's physician on his/her ability to return to work and may require a second opinion at North Park's expense as outlined in Appendix D under proof of Serious Medical Conditions. If it is determined that the employee is medically able to return to work, but he/she chooses not to do so, benefits under this plan will cease. If the employee's disability extends beyond the 12 weeks of absence allowed by the FMLA, North Park reserves the right to terminate the employee's rights to return to his/her position, even though benefits under this plan continue after that point.

Staff: A disabled staff employee will first exhaust any available sick, parental, vacation and personal leave in accordance with the Family and Medical Leave Act Policy and then be paid at 60% of base pay until he/she is able to return to work or six months, whichever is sooner.

Faculty: A disabled non-tenured faculty member will receive a period of four workweeks (20 workdays) at 100% pay and then be paid at 60% of base pay until he/she is able to return to work or six months, whichever is sooner. A disabled tenured faculty member will receive a period of eight weeks (40 workdays) at 100% pay and then be paid at 60% of base pay until he/she is able to return to work or six months, whichever is sooner.

NOTE: The period of 100% pay is from the date of the disability. If you are owed salary for teaching already completed and this amounts to less than the four or eight weeks of pay, the supplemental disability plan will compensate for the remainder of the four or eight weeks, whichever is applicable. In this instance, once the four or eight week point has been reached, the benefit will shift to 60%. If you are already owed at least four or eight weeks of pay (whichever is applicable), no additional time will be paid at 100% through this leave plan. The intent of the plan is to be sure you receive at least the four or eight weeks at 100% pay; not to add additional pay if you would have received it anyway. Of course, all salary owed to you will be paid even if that amount exceeds the four or eight weeks of pay. The supplemental disability benefit will then provide 60% pay for the balance of the disability up to six months.

Continuation of Insurance and Other Benefits: During the time that an employee is utilizing benefits provided by this plan, any medical, dental, life and retirement benefits in which the employee is enrolled, will be continued with both the employee and North Park paying their regular share. Retirement payments and the value of the life insurance benefit would be lowered commensurate with the lowered salary. When the supplemental leave plan benefits cease, benefits will be discontinued, though a COBRA extension would be available for medical and dental insurance.

During the portion of the absence paid for by the supplemental disability plan, staff employees will not accrue additional vacation, sick, or personal leave.

Maximum Benefit: The total supplemental disability benefit available to eligible employees is nine months over the course of employment.

B. Health and Welfare Benefits

North Park makes various benefits available to employees. Below is an outline of the benefits currently available. Of course, North Park reserves the right to change or eliminate benefits at its discretion based upon its view of the institution's needs. Details of benefit plans available to you are set forth in the applicable insurance contracts between North Park and the insurer and/or Summary Plan Descriptions.

Flexible Spending Accounts

Full-time employees may open flexible spending accounts for healthcare and/or dependent care expenses. These accounts are created using pre-tax contributions from your paycheck. You are then reimbursed from the account upon submission of appropriate claim forms and receipts. The benefit to you is that these expenses are less costly because you have saved the federal and state income and Social Security taxes on the amount sheltered.

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<p><u>Remember:</u> You must estimate your expenses very carefully because you will forfeit any unused dependent care funds at the end of the year per IRS regulations. You may rollover up to \$500 of unused healthcare funds.</p>
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general types of expenses that qualify for flexible spending accounts:

1. Healthcare Expenses: A healthcare flexible spending account can be used to reimburse you for expenses not covered by health insurance such as co-pays, deductibles, co-insurance, and other expenses such as dental expenses, eye exams and eyeglasses if they are not covered by the health care plan or dental plan.
2. Dependent Care Expenses: Dependent care expenses are handled in a similar way. Expenses that can be reimbursed are: child care or baby-sitting fees, preschool tuition, and after school care. Similar expenses for children over thirteen or adults who are physically or mentally unable to care for themselves are also eligible.

For both of these categories, the expenses that are eligible for reimbursement under the flexible spending account are the same as those that the IRS allows as deductions on your annual return.

There are maximums set by North Park on how much can be tax-sheltered in these accounts. Please check with Human Resources for the current figures.

Note: If you open such an account the following applies:

- If you utilize a flexible spending account for these types of expenses you may not also deduct these expenses on your income tax return.
- Any money not utilized for expenses incurred in a given year is forfeited excepted as noted above.
- Funds may not be transferred between the two accounts. They are always maintained separately.

Eligibility: You may open flexible spending accounts when you are first employed by North Park on a full-time basis. Deductions will begin with the first payroll of the following month. Thereafter, you may open an account during an open enrollment period or you may open or change an account due to a qualifying event such as marriage, birth or adoption of a child, divorce, or death of a spouse. These changes must be made within 30 days of the qualifying event.

For more details and explanation of flexible spending accounts, consult the Office of Human Resources.

Health Insurance

North Park offers both a Preferred Provider Organization (PPO) plan and an Exclusive Provider Organization (EPO) plan through Highmark Blue Cross Blue Shield. Detailed information on this or any other plan, is available in the Office of Human Resources. You will also receive, from time-to-time, summaries of changes in coverage or plan provisions. Questions on the provisions of the plan should be directed to the Office of Human Resources. North Park reserves the right to change or eliminate health plans, at its discretion, at any time.

Eligibility: Participation in the institution's health plan is presently available on a premium-sharing basis to full-time employees. Eligibility for coverage becomes effective on the first day of the month coinciding with or following your start date. If employment begins on the first day of the month, coverage will begin on that day provided the necessary enrollment forms are completed in a timely manner. If employment begins after the first day of the month, coverage will begin on the first day of the following month. Coverage may be subject to pre-existing condition limitations or other conditions specified by the insurer under its contract with North Park. Prior creditable coverage may reduce the length of the exclusion period for pre-existing conditions.

New employees who choose to waive the privilege of health insurance coverage will be asked to sign a form indicating that they are declining participation.

Premium Sharing: North Park shares the health premium cost with you. Each year, after the new rates have been established, North Park establishes new institutional and employee contribution rates by splitting any increase in plan premiums on a 50/50% basis between the institution and you. These increased contribution amounts are added to the institutional and employee contribution rates from the prior plan year. North Park reserves the right to alter premium sharing formulas at its discretion.

Your premium contributions are deducted from your salary on a pre-tax basis, which results in sheltering the income used to pay the premium from Social Security taxes and federal and state income tax. This results in significant savings to you.

Special Enrollment Provisions: You can change your enrollment status immediately in the case of certain qualifying events. For example, you can change from individual to family coverage because of marriage or the birth or adoption of a child. You may enroll in the health plan if you have lost coverage due to your spouse's lay-off or discontinuance of employment or if you have attained the age where you can no longer be enrolled on your parent's plan as a dependent. Change of coverage applications are available from Human Resources. Changing the status of coverage must be done within 30 days of the qualifying event. Changes in enrollment status, other than those noted above, must be made during one of the institution's open enrollment periods.

All changes in enrollment status are subject to such conditions as are imposed by law and by the contract between North Park and the insurer. Likewise, the specific events which may qualify you for changes in enrollment status may change from time to time at the discretion of North Park.

Open Enrollment: If you waive the privilege of health insurance coverage at any time during employment, you may enroll in the health plan during the annual open enrollment period (typically a one-month period announced by the Human Resources Office). The insurer may reserve the right to withhold or limit coverage for certain preexisting conditions.

Open enrollment also affords you the opportunity to make other changes in health benefit coverage. For example, subject to plan provisions, as set forth in the contract between North Park and the insurer, you may switch from individual to family coverage and vice versa, and may add or delete employee-paid dental coverage. For more information on open enrollment and the criteria for making enrollment changes, please contact the Human Resources Office.

Dental Insurance

North Park currently provides a choice of two dental plans, PPO and HMO.

Eligibility: All full-time employees are eligible to enroll in a dental plan so long as such a plan is maintained by North Park and you satisfy any conditions imposed by the insurer. Eligibility for coverage becomes effective on the first day of the month coinciding with or following your start date. If employment begins on the first day of the month, coverage will begin on that day provided the necessary enrollment forms are completed in a timely manner. If employment begins after the first day of the month, coverage will begin on the first day of the following month. Coverage may be subject to pre-existing condition limitations or other conditions specified by the insurer under its contract with North Park. North Park reserves the right to change or eliminate dental plans, at its discretion, at any time.

Premiums: Premiums are paid entirely by you and are deducted from your salary on a pre-tax basis. Information on the plans and their specific coverage and costs is available in the Human Resources Office.

Special Enrollment Provisions: See section under Health Insurance. The same provisions apply for the Dental plan.

Open Enrollment: See section under Health Insurance. The same provisions apply for the Dental plan.

Continuing Health and Dental Insurance Coverage (COBRA)

The Federal COBRA law requires most employers sponsoring group health and dental plans to offer employees and their dependents the opportunity for a temporary extension of health and dental coverage at group rates in certain instances where coverage under the plan would otherwise end.

So long as a health and dental plan is maintained by North Park, all employees covered under the plan have a right to choose this continuation coverage if they lose their health insurance coverage because of a reduction in hours of employment or the termination of employment (for reasons other than gross misconduct on the employee's part.)

The spouse of an employee covered by either plan has the right to choose continuation for himself or herself if group health coverage is discontinued for any of the following reasons:

- Death of the employee
- Termination of the employee's employment (for reasons other than gross misconduct)
- Reduction in the employee's hours of employment such that health plan eligibility is lost
- Divorce or legal separation of the employee from the employee's spouse
- Employee becomes eligible for Medicare

A dependent child of an employee has the right to choose continuation of coverage if coverage is discontinued because the child ceases to be a dependent under the terms of North Park's health and dental plans.

Employees, spouses and dependent children who qualify for COBRA may continue coverage under North Park's health plan for periods specified by law by paying the full premium (i.e., both the employer and employee share) and a small administrative fee. Contact Human Resources for further information.

Life Insurance/Accidental Death and Dismemberment Insurance

North Park currently provides life insurance and accidental death and dismemberment (AD&D) coverage to its full-time employees. Currently the amount of life insurance coverage is equal to your annual salary, up to a maximum of \$200,000. If your salary is not an equal multiple of \$1,000, it is rounded-up to the next higher \$1,000 multiple for purposes of setting the insurance amount.

The full cost of the insurance premium is paid by the institution.

An enrollment card will be issued to you at the beginning of your employment. You will be asked to designate a beneficiary at that time. You may change beneficiaries at any time by contacting the Human Resources

Office for a change form. A conversion privilege is available to terminating employees through the insurance carrier.

Conditions of coverage and benefit payment are set forth in the insurance contract and insurance certificate. For anyone with coverage over \$50,000, the premium paid for the portion above \$50,000 is a taxable benefit and the value of that premium amount will be added to the employee's W-2 at the end of the calendar year.

Eligibility: All full-time employees are eligible for coverage under the life insurance/AD&D plan unless otherwise specified in the insurance contract. Eligibility for coverage becomes effective on the first day of the month following or coinciding with your start date.

Long-Term Disability Insurance

North Park provides, at no cost to you, a long-term disability plan. The plan provides for payment of monthly benefits beginning as of the first day of the month after six months of disability. Currently the monthly income benefit equals 60% of your monthly wage base not to exceed a benefit of \$8,500 per month, less the sum of disability benefits from other sources. Benefit levels may be changed at the discretion of North Park subject to the conditions imposed by the insurer. You must be under the regular care of a physician legally licensed to practice medicine and surgery. Receipt of disability benefits under this plan does not extend employment.

Information on the plan and its specific provisions are available in the Human Resources Office.

Eligibility: All full-time employees are enrolled in the plan as of the first day of the month following the completion of one year of service. New employees covered on a long-term disability plan by an immediate prior employer may be eligible to enroll in the North Park plan immediately upon employment. See Human Resources for details.

See Supplemental Disability Leave earlier in this section for related benefits.

Resources for Employee Problems

North Park recognizes that personal problems can be successfully treated provided they are identified in the early stages and referral is made for appropriate care. This applies whether the problem is one of alcoholism, other forms of chemical dependency, or other personal problems. If you are experiencing this type of problem, you may ask the Assistant Vice President of Human Resources to assist you in locating appropriate treatment resources. Such inquiries will be kept confidential but please note that identification of a personal problem will not shield an employee from sanctions resulting from poor performance or misconduct.

Retiree Benefits

Definition of a Retiree: An employee is considered to be a retiree of North Park if that employee retires at the age of 62 years or older and has attained 10 or more years of full-time service at the date of retirement.

Retiree benefits are summarized on the chart found on the next page.

Life Insurance: North Park retirees are granted \$5,000 of life insurance coverage. The premium is paid by North Park.

Health Insurance: Retiree health insurance coverage is available only to employees who were employed by North Park prior to August 31, 1993. All employees hired after that date are not eligible for retiree health insurance. Retirees must participate in the North Park health insurance plan at the time of retirement in order to participate in the retiree plan. A description of the plan is available from the Office of Human Resources.

Health insurance for retirees age 65 or over is supplemental to Medicare part A & B. All retirees should contact the Social Security Administration and apply for Medicare A & B coverage as soon as they are eligible.

North Park contributes toward health insurance premiums for eligible retirees as follows:

- Employees with 10-or-more years of full-time service by August 31, 1993: If a retiree elects to be covered by the institution's Medicare supplemental plan, North Park's contribution toward the premium will be equal to the greatest of 50% or 3 1/3 % times the years of full-time service through August 31, 1993. Years of service after that date are not counted in determining North Park's contribution. The retiree must pay the balance of the premium not covered by North Park's contribution.
- Employees with less than 10 years of full-time service by August 31, 1993: If a retiree elects to be covered by the institution's Medicare supplemental plan, North Park will contribute 50% of the premium and the retiree will contribute 50% of the premium.
- Spouses: North Park does not contribute towards the premium of a spouse, but spouses may purchase coverage if he/she was covered on North Park's health insurance plan at the time of the retiree's retirement. The retiree or spouse is responsible for 100% of the spousal premium.

Special Provisions for Retirees and Spouses who are not Medicare Eligible: Retirees who are eligible for a health insurance benefit but are not eligible to enroll in Medicare because they are less than 65 years old, may stay enrolled in North Park's employee health insurance plan until Medicare eligible. North Park's percent of contribution to the premium will be the same as calculated for the retiree plan. The retiree will be responsible for paying any balance due on the monthly premium.

When the retiree enrolls in Medicare, North Park will switch the retiree's enrollment from the employee plan to the retiree plan.

Spouses who are enrolled in the North Park health plan and who are not Medicare eligible when an employee retires may stay enrolled in the North Park employee health insurance plan provided the full monthly premium is paid. When the spouse enrolls in Medicare, he/she will be switched to the retiree plan. The retiree or spouse will continue to be responsible for payment of the monthly premium.

Note: These are the current benefits available to retirees. North Park reserves the right to alter or terminate these benefits at its discretion, both for retirees who have not yet retired as well as for retirees.

Emeritus and Retiree Email Account Policy

Upon approval from Human Resources and IT, emeritus faculty and retiring faculty & staff may maintain their North Park account and email for up to six months after their employment end date. No sensitive North Park University emails or data may be copied, forwarded, or in any way transferred from the North Park University account to any account or storage not controlled by North Park University.

After six months, emeritus faculty and retirees may request to have their North Park email address forwarded to a personal address for an additional eighteen months. They will no longer have North Park licenses to use Microsoft applications, including Office desktop apps.

All emeritus faculty and retirees granted account extensions prior to the establishment of this policy on August 14, 2020, may maintain their accounts, but their Microsoft licensing will not include Office desktop apps. They must confirm their continued use of the account every year. Absent that confirmation, the account will be removed.

Emeritus faculty and retirees with a North Park email account must use multi-factor authentication (MFA) and must complete all assigned cybersecurity training in order to maintain access to the account.

This policy is subject to regular review and may be modified upon review.

Retirement Plan

North Park participates in a retirement plan administered by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF). This retirement plan is a defined contribution plan, which means that specified contributions are paid into the plan and invested to produce future retirement benefits. Future benefit levels depend on the total amount of contributions and the success of the investments (i.e., future benefits are not defined in advance according to a formula). The amount of retirement income provided by a defined contribution plan is determined by an individual's accumulation at retirement, age at retirement, postretirement earnings and income option selected.

Eligibility: All regular full-time employees and regular part-time employees who work 1,000 or more hours per year are eligible as of the first day of the month following completion of two years of service. Participation in the plan is mandatory.

Note: Part-time employees who drop below 1000 hours per year cease to be eligible to participate in the plan.

Plan Contributions: North Park's retirement plan is a graded plan whereby the institutional contribution increases at various years-of-service thresholds which in turn decreases the employee's mandatory contribution. See table below.

Institutional and employee contributions are deposited with TIAA-CREF after each payroll.

Plan Contributions as a Percentage of Annual Base Salary

Years of Service Completed	By Employee	By North Park	Total
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Less than 2 years	0%	0%	0%
2 years but less than 7 years	5%	1.5%	6.5%
7 years but less than 12 years	2.5%	2.5%	5%
12 years or more	0%	3.5%	3.5%

Prior Service Credit: Effective July 1, 2006, when placing an individual on North Park's TIAA-CREF retirement plan, North Park will count prior years of full-time service at an prior employer if that employer was allowed by law to have a 403(b) retirement plan. This includes private not-for-profit organizations, public colleges and universities and public secondary school systems. Such years of full-time service will require verification by that employer's personnel office or other authorizing official. For rehires (eligible employees who have worked at North Park in the past) North Park will count the prior years of eligible service at North Park.

Years of service credited under this section will count as years worked at North Park and will accelerate the schedule for plan contributions. An employee is not required to take advantage of this opportunity and may serve the normal waiting period for new employees. The opportunity to have prior service credit is only offered upon the start of employment with North Park. If declined or neglected due to lack of follow-up by the employee, the normal waiting period will be enforced.

Tax-Deferred Contributions: Plan contributions from the employee will be deducted from base salary payments on a pre-tax basis. This means that current income used to pay your contribution will be sheltered from federal and state income tax (but not Social Security taxes). This results in tax savings on a current basis. Employee pre-tax contributions are taxable at the time retirement income is received.

Plan Provisions: The mechanics of the retirement plan including available investments, repurchase and cashability, are detailed in the plan document, which is available from Human Resources. Employees are encourage to consult TIAA-CREF investment counselors and their own financial advisors regarding investment options and asset allocation decisions. Employees bear the sole responsibility for their investment decisions.

Repurchase and Cashability: Full cash out of CREF accumulations is permitted for both terminating and retiring employees. Access to TIAA accumulations is permitted; however, depending on the size of the account withdrawals may need to be paid out over 10 years. Please contact TIAA-CREF for more information on these provisions. You are cautioned to consult your financial advisor before making decisions about repurchase or cash out.

For details on repurchase and cash out provisions, as well as other account transfer options, consult the Human Resources Office.

Seminars and Retirement Counseling: TIAA-CREF provides extensive pre-retirement counseling services and seminars. These are open to all employees regardless of age and are particularly helpful for employees who may be approaching a retirement decision. Information on individual counseling and the availability of seminars can be obtained by contacting the Human Resources Office or by contacting TIAA-CREF's at www.tiaa-cref.org or 800 842-2252.

Social Security Contribution (FICA)

North Park contributes the employer's share of FICA tax (Federal Insurance Contribution Act) in the amounts and at the times prescribed by the Internal Revenue Service (IRS). Similarly, your share of FICA tax is withheld from your pay and forwarded along with the institution's contribution to the IRS. The FICA tax helps to finance a federal program, which includes old age and survivor income, disability income, and medical expense coverage during disability or old age.

Supplemental Retirement Annuity (SRA) or Tax-Deferred Annuity (TDA)

North Park participates in supplemental retirement/tax-deferred annuity programs through TIAA-CREF.

These plans conform to the requirements of Section 403(b) of the Internal Revenue Code and are supplemental to the institution-sponsored TIAA-CREF retirement plan. An SRA/TDA is a special IRS qualified savings program, which allows individuals of nonprofit organizations to save a percentage of their salary on a tax-deferred basis.

Eligibility: All employees (excluding student workers) are eligible to enroll in this program. Participation is completely optional. These supplemental annuity contracts are funded solely by you; there are no institutional contributions.

Tax Deferred Contributions/Limits: Your contributions are deducted from your pay on a pre-tax basis. This allows you to lower your taxable income by sheltering the amount contributed from federal and state income taxes. The Internal Revenue Service has established an annual contribution ceiling. The maximum amount that an individual employee is able to contribute can vary and depends on a number of variables, including income, length of employment, prior employer and employee contributions, current retirement plan contributions, and any other before-tax reductions from an employee's salary. If you are interested in an SRA/TDA, your maximum contribution amount can be determined by an appropriate calculation performed by TIAA-CREF.

Note: Generally, Human Resources will require that a calculation of maximum contribution amounts be completed before participation in an SRA will be permitted.

Payroll deductions for an SRA/TDA are forwarded after each payroll to TIAA-CREF. These deposits are invested and accumulate on a tax-deferred basis until you retire or withdraw your accumulation. Taxes are due at the time you receive distributions from the plan. TIAA-CREF offers a variety of investment options. Employees can choose how they wish to allocate their contributions among the various investment options. To make informed decisions, employees are encouraged to speak with TIAA-CREF investment counselors and their own financial advisors. Employees bear the sole responsibility for their investment decisions.

Withdrawal of Funds: Generally, these plans offer a variety of retirement payout options including income annuity for life, period certain annuities, joint and survivor annuities, etc.

Early withdrawals (before age 59 ½) are generally subject to a penalty tax of 10% unless certain qualifying conditions are met.

Plan Provisions: The mechanics of the retirement plan, including available investments, repurchase and cashability, are detailed in the summary plan description, which is available from Human Resources.

Travel Accident Insurance

North Park provides, at no cost to you, travel accident insurance in the amount of \$50,000 for institutional business travel. This coverage provides 24-hour, worldwide protection while traveling on institutional business.

You may purchase an additional \$50,000 of accident insurance at your own expense.

Eligibility: All regular full-time employees are eligible, effective the first day of employment.

Coverage: Accident insurance pays a benefit for death and dismemberment and, under certain conditions, a benefit for disability resulting from covered accidents. The precise schedule of "qualifying accidents" and the particular conditions under which a benefit is paid are detailed in the policy document. For further information on this coverage or to apply for additional accident coverage, consult the Office of Human Resources.

Workers' Compensation Insurance

Work related injuries or illnesses are covered by worker's compensation insurance.

Eligibility: All employees and volunteers are eligible for worker's compensation benefits, if needed.

Rights and Responsibilities: It is the responsibility of every employee to report all work-related injuries immediately to his or her supervisor and to the Assistant Vice President of Human Resources. If the injury is severe and needs immediate medical attention, the accident can be reported after medical attention is sought.

Generally, the following action hierarchy is advised for work-related injuries:

- Injuries not requiring emergency attention--you should seek medical attention at your earliest convenience.
- Serious injuries requiring immediate attention--report to the Swedish Covenant Hospital emergency room.

Regardless of treatment approach, an accident report must be filled out as soon as possible. Ambulatory employees should come to the Office of Human Resources to complete the accident report. Employees confined at home or in hospital should call the Office of Human Resources to make suitable arrangements. The institution cannot be responsible for the expense of medical treatment incurred unless the injury is reported and a proper accident report is filed.

C. Educational Benefits

Tuition Remission

Tuition remission benefits are granted to employees, their spouses and their dependents in accordance with the policies outlined in Appendix B. A brief summary of benefits is discussed below, but you should consult Appendix B for details.

Generally, full-time employees are granted 100% tuition remission benefits effective the date of their employment. Eligible part-time employees are granted a 50% benefit. NOTE: The definition of full-time and part-time employee is very specific and differs from definitions used in other contexts and for other benefits eligibility (See Appendix B, Section IV). There are restrictions on the number of courses which can be taken during working hours. Classes taken during working hours must have supervisor's approval and the missed time must be made up. You are generally eligible to apply tuition remission benefits to any of the institution's programs within the guidelines of Appendix B.

Spouses and dependents are eligible for certain tuition remission benefits in the regular undergraduate program and in the seminary. Spouses and dependents are not eligible for tuition remission in the School of Professional Studies program or in the university's graduate programs. The percentage benefit for spouses and dependents is a graduated benefit based upon your employment status (full or part-time) and your number of years of service.

NOTE: You are advised that Internal Revenue Service requirements mandate that the value of tuition remission for graduate level courses be treated as taxable income to the employee (See Appendix B for exceptions). This applies to courses taken by the employee and the employee's spouse/dependents.

Tuition remission benefits provide a wonderful opportunity for personal enrichment and for the education of an employee's family. We encourage you to take advantage of these benefits.

Please consult Appendix B for a detailed explanation of these benefits. Application for these benefits should be made through Human Resources.

Tuition Exchange Programs

North Park participates in certain programs which offer tuition assistance at many other colleges and universities. These programs are open only to the dependent children of full-time faculty and staff members who have completed three years of full-time service at North Park and applies to undergraduate tuition only. "Full-time" carries the same definition as delineated in the institutions tuition remission policy. (Please consult Appendix B, Section IV). The number of available opportunities may vary from year-to-year depending upon North Park's credit balance in the exchange programs and upon the policies of the institution to which application is being made. There is the possibility that North Park could become ineligible in any given year depending upon the credit balance status, so continuation in another institution's program by a dependent is

not guaranteed. In addition, institutions participating in tuition exchange programs generally limit the number of students they accept under the exchange programs, so, the benefit is not assured. To be considered for a Tuition Exchange Program, students must be participating full-time in an undergraduate degree program. This benefit is available to a student for a maximum of 8 semesters or graduation (whichever comes first). Eligible dependents must meet all the admission requirements of the other institutions.

North Park participates in two tuition exchange programs:

- Coalition of Christian Colleges and Universities Program
The Coalition of Christian Colleges and Universities has a membership of over 90 schools. Most coalition colleges and universities are involved in the Coalition's Tuition Waiver Exchange Program. Participating institutions waive a certain percentage of tuition for eligible exchange dependents, with the receiving school treating those selected for participation essentially as it does its own employees' dependents. Only tuition is covered. All student fees and housing costs are the responsibility of the accepted applicant.
- Tuition Exchange Program
A number of colleges and universities participate in a tuition exchange program. The membership list changes from year-to-year and is updated annually. There is some overlap with the Coalition's Tuition Waiver Program. Participation is limited and based upon a balance of "import" and "export" credits formula as well as the number of slots available at a particular institution. In some years North Park may not be eligible for any participation. A portion of tuition (up to full tuition at some institutions) is generally waived by the participating institution.

Participation in Tuition Exchange Programs: If you have an interest in one of these tuition exchange programs, consult the Director of Financial Aid. Participation by eligible dependents will generally be on a first-come-first-served basis. In years when there are more applicants for export than position available, applications will be ranked based on meeting the application deadline, years of faculty/staff employment and whether the employee has previously had the benefit of tuition exchange for a dependent. Exceptions to this approach as well as decisions about the allocation of benefits when North Park's participation is limited will be made by the President in consultation with the Director of Financial Aid. Please consult with the Financial Aid Office for an application, list of Frequently Asked Questions and any additional information.

Section IV

Employee Privileges and Services

Athletic Events

North Park encourages you to show support for our athletic teams when they compete at home. North Park faculty and staff with a valid ID are admitted (including members of your immediate family) free of charge to home athletic contests. If you bring other guests, you should expect to pay the regular admission fee for your guests.

This privilege applies only to regularly scheduled games. The benefit does not apply to any post-season playoff games, which are held at our facilities. The NCAA requires that all spectators pay an admission fee for post-season playoff games.

Bookstore Discount

Full-time and part-time employees are eligible for a discount on purchases made at the University Bookstore, consult with the bookstore for current discount amounts. You should present your ID card to the cashier when making purchases. The discount does not apply to textbook, computer/electronic supplies, and health/beauty purchases.

Campus Events

From time-to-time departments may sponsor events on campus. In order to avoid scheduling conflicts, all scheduling of campus events should first be checked by the Office of Conference Services before plans are finalized. Forms for scheduling campus events and for reserving campus facilities are available in the Conference Services Office or through 25Live.

Campus Facility Reservations

Campus facilities are available to you for work and private use. Reservations are made by completing a campus facility reservation form for the event and via 25Live. A discount is available to you for personal use of the facilities. For instructions on reserving facilities, contact the Conference Services Office.

Chapel

You are privileged to attend chapel as your work schedule permits. Chapel schedules are published by the University Ministries Office and the Seminary. You are expected to work if you choose not to attend Chapel.

Your attendance is strongly encouraged and your supervisor should make every effort to support the attendance. Chapel is an opportunity for the community to gather and to affirm our missional commitment to Christian higher education.

Dining Hall/Viking Cafe

The campus dining hall is located in the Magnuson Campus Center on the second floor. The exact hours of operation may be obtained by calling Campus Dining Services, but generally the dining facility is open at what would be considered normal meal times. Campus Dining Services offers a cash discount on meals for employees. You must produce your North Park ID card to qualify for a discount.

If departmental guests are using the campus dining services, and you wish to charge meals to your departmental budget, the Director of Food Service would appreciate advanced notice. Food Service will then provide the guests with meal tickets. If you wish to have catered services on campus, the Director of Food Service requests a two-week notice for catered services. The budget manager for a department should provide Food Service with an appropriate budget number when guest meals or catered events are to be charged to the department.

Campus Dining Services also provides café-type meals and beverages through the Viking Cafe, located adjacent to the Gym. The Viking Cafe is generally open from 8:00am – 8:30pm hours Monday through Thursday and from 8:00am – 2:00pm on Friday when the University is in session. Consult Campus Dining Services for exact hours of operation and for special hours during holidays and summer months.

Identification Cards

All employees are required to obtain an identification card when beginning employment at North Park. ID cards are produced and obtained from Student Administrative Services Office in the Student Services Building. The identification cards are needed for security purposes, as well as for admission to the dining hall, fitness center and athletic events. You are required to visibly display your ID card when on campus.

Institutional Name or Logo

Identity Elements: Certain visual elements are used consistently in North Park publications, advertising and any online, web or digital media, to contribute to a single graphic effect. The consistent use of the logos, seal, typefaces, basic grids, paper and ink contribute to the corporate identity of the institution. Consult with the Director of Marketing for questions on identity elements.

Official Colors: The official colors of North Park University are PMS 116 (gold/yellow) and PMS 281 (blue).

Names: The name North Park University refers to both the undergraduate/graduate programs and the Seminary. It should be used when writing about both or when writing about the undergraduate/graduate programs alone. When referring to both the Seminary and the undergraduate programs, NEVER say “the University and the Seminary”, as the Seminary is part of the University. The Seminary alone is always referred to as North Park Theological Seminary.

A first reference in a letter or brochure should always include the complete name (i.e., “North Park University” or “North Park Theological Seminary”). In the case of a second reference, always capitalize “University” or “Seminary.”

Logos: The official University logo is available in logotype. The official Seminary logo is also available in logotype.

Official Seal: The seal is used only on official occasions and generally only on publications generated by the Office of the President. The logo and seal are never used together.

Any usage of the logos and seal are by permission of the Office of External Relations as they are copyrighted materials owned by North Park University. All other use is strictly prohibited.

The logo is available electronically as an Encapsulated Postscript File (EPS).

Keys

To obtain keys for offices or classrooms on campus, you must complete a key request form via the online helpdesk system. The request must be approved by your Department Chair, Vice President or Dean, and then it will be submitted to the Campus Safety Office. You will be notified by Physical Plant when the keys are cut and ready for pick-up. Keys will not be sent in the mail. Keys are to be returned to Human Resources when terminating employment. It is extremely important for security purposes that keys be guarded and not loaned to others. Lost keys should be reported immediately to both Campus Safety and the Physical Plant office. A \$5.00 fee will be charged to replace each lost key.

Library

You are encouraged to use the library for work-related as well as personal research. Many of the books and journals can provide information and ideas helpful to you in your job.

Employees may borrow circulating books, records and CD's by using their North Park faculty/staff identification card. Reference materials and periodicals do not circulate. You may also take advantage of the interlibrary loan system in order to borrow sources from other libraries. Children age 13 and under, who use the library, must be accompanied by an adult. They may not check out books on their own.

Borrowed materials have specified due dates, but may be renewed. All materials not returned to the library after one year will be recalled through a written notice. If you do not return materials after receiving the written notice you will be charged the cost of the materials plus a service fee for reordering and re-cataloging. Materials needed for class instruction are subject to immediate recall at any time during circulation and the borrower will be fined for non-compliance. Materials borrowed on interlibrary loan are subject to the loan/fine policy of the lending library.

Library hours, holiday and vacation hours will be posted at the Library. Come to or call the library to fulfill your information needs.

Notary Public

Notary publics may be available on campus for notarizing NPU business documents. Contact Human Resources for names of current notaries. You should then contact the notary representative and be prepared to show unsigned documents with proper identification. Notary will not notarize signatures of individuals not present.

Parking and Parking Lot Regulations

Parking is provided to you in a few campus locations with the purchase of a valid parking sticker. Each car that is parked in one of these authorized parking areas is required to display a North Park Parking Sticker. You risk the possibility of being towed if you park in authorized areas without a current official faculty/staff parking sticker.

Stickers can be obtained during normal working hours from the Human Resources office, located in Old Main. The stickers are effective 9/1 through 8/31 of every academic year.

NOTE: A parking permit does not guarantee the holder a parking space, but only the opportunity to park in specified parking areas on an “as available” basis.

General Parking Regulations

1. Anyone who wishes to park a motor vehicle on the campus must register that vehicle with the Human Resources Office and purchase an appropriate parking permit. You must show proof of vehicle registration and also present your North Park I.D.
2. Parking permits must be properly attached to the vehicle (front driver's side of windshield). A parking permit is not considered valid unless it is displayed correctly on the vehicle.
3. Vehicles must be in good driving condition so that it can be safely operated; no junk cars may be left in lots.
4. Vehicles must display proper license plates.
5. Parking in unauthorized area can result in ticketing and towing. The observation that parking lots are full is not a legitimate excuse for parking in unauthorized areas.
6. Parking regulations are in effect all hours of the day, including weekends and periods between semester breaks.
7. If an employee it necessary to drive a car without a sticker in an emergency for more than one day, he/she must obtain a temporary permit from the Human Resources Office. If it is for only one day, simply call Campus Safety and provide them with a description of your vehicle.
8. Parking overnight is not permitted.

North Park does not accept any responsibility for articles that are lost or stolen from vehicles while parked in campus parking lots, nor does North Park accept any responsibility for damage to, or theft of, vehicles.

Parking Violations and Penalties

A fine of \$25.00 payable at the Business Office or the Physical Plant, will be charged for the following campus parking violations:

- Failure to display a current North Park parking permit
- Parking in a reserved/unauthorized parking space
- Parking in a handicapped space
- Blocking a driveway
- Parked in a designated Fire Lane

Booting Policy

Booting is a means of controlling and decreasing the number of habitual parking violators on the North Park campus. The boot attaches to the front tire preventing the moving of the vehicle until all parking fines are paid.

Vehicles may be booted under the following circumstances:

- Vehicles with three or more unpaid parking tickets
- Repeat offender with five or more (paid or unpaid) parking tickets received within a semester

Boot Removal:

- An immobilization notice containing instructions on how to have the boot removed will be attached to the vehicle (driver's side window)
- If arrangements have not been made to remove the boot within 48 hours of placing the boot on the vehicle, the vehicle is subject to towing. Once a vehicle has been booted and subsequently towed, the registered driver/owner will be responsible for all fees incurred (including unpaid parking tickets, boot removal fee, and towing/storage fees).
- If a vehicle is booted, the registered driver/owner responsible must report to the Physical Plant (Monday-Friday 8:00AM–4:00PM) to make arrangements to have the boot removed.
- The vehicle driver/owner must pay a \$25.00 boot removal fee and any unpaid tickets issued to the vehicle prior to removal.

Towing Policy

Campus Safety is authorized to remove cars at owner's expense (with or without warning) under the following circumstances: an abandoned vehicle, a vehicle left after school is out for summer, a vehicle parked illegally in a handicapped space, a vehicle parked in a fire lane or blocking a driveway, and a car parked in an unauthorized space.

Appeals

Any individual receiving a North Park parking ticket may appeal the ticket to the Director of Campus Safety within ten (10) days issuance. The Director will review the ticket and will have final determination as to whether the parking ticket is sustained, reduced or voided.

Postal Center

The campus Postal Center is located in the basement of Ohlson House (the entrance is located on Foster Ave.) and provides a variety of mail services to employees and students. Services range from regular Post Office

mailings and purchasing of stamps and envelopes to UPS package services. North Park official business takes precedence over personal transactions, so during busy times, personal transactions may be delayed or deferred. Also, there is no guarantee that stamps will be available in the amounts or at the times that employees conduct personal transactions.

A Postal Center receives the delivery of the mail from the U.S. Post Office each day. Mail is collected from and distributed to departments each day via designated campus mailboxes. The Postal Center is generally open during work hours. The Postal Center publishes a mailing guide which provides details on Postal Center services and mailing instructions. A copy of the guide is available at the Postal Center.

Publications

The Office of University Marketing and Communications is responsible for all external publications for North Park University. It is the responsibility of that office to discuss, review, and produce publications (e.g., advertisements, recruiting materials, development pieces, etc.) that represent North Park to outside markets and constituents.

All external publications, especially those produced outside of UMC, must be approved by the Director of Marketing.

UMC can provide or obtain layout, typesetting and design, editing, illustration, and writing services. Photography service is only provided for those occasions that have media potential or future use in a North Park publication. UMC can provide a list of photographers that are available for hire.

Recreational Facilities

Helwig Recreational Center is an incredible facility offering students, faculty, and staff opportunities for sport, recreation, fitness, and wellness. The 68,000 square-foot Helwig Recreation Center includes a 200 meter two-lane indoor running track, batting cages, two basketball/three volleyball courts, a 35-yard turf surface, a climbing wall, a two-level fitness area, classrooms, and offices. The hours of operation are published by the Director of Fitness and Wellness and are subject to change.

You are expected to show your valid employee ID card to gain entrance into Helwig Recreational Center. Policies for Helwig may be obtained online via the NPU website.

Recycling

North Park encourages recycling of waste materials. Institutionally, North Park believes that as stewards of the world in which we are privileged to live and as good corporate citizens, we have an obligation to conserve resources and to preserve our environment. North Park has placed receptacles near vending machines and in other locations for receiving empty aluminum cans and plastic bottles. There is also a comprehensive program to recycle waste paper from campus offices. Special receptacles are located in offices throughout the campus. It is also requested that inter-campus mail be sent via reusable brown inter-campus envelopes.

Service Awards

North Park recognizes full-time employees who have maintained long periods of service by awarding gifts for every five years of accumulated service. When you reach one of these important milestones in employment, a selection of gifts will be offered as a token of the school's appreciation. The specific gifts offered may vary.

Smoking

North Park offers a smoke-free environment to all employees. Smoking is not permitted in any campus buildings.

Soliciting

Solicitation of any type or distribution of literature by non-North Park employees is prohibited, unless approved by Human Resources or the Vice-President/CFO.

Employees may not use bulletin boards, NPU social media, the campus mail or e-mail system to solicit other employees for any purpose unless it arises directly from their work duties. For example, soliciting interest in a North Park sponsored event such as a play or concert is allowed. Solicitation for other reasons, including selling products or seeking to sell or rent a property is not allowed. Employees likewise may not solicit for any non-work-related purpose (even though they use no university equipment or service in the process) during work time. Distribution of literature that does not arise from your work duties is prohibited in work areas.

Telephone Usage

Personal Use: Use of phones for personal calls should be kept at a minimum, and these calls should be made during lunch hours or breaks and should be local in nature. If it is necessary to make or receive a call during working hours, keep it as brief as possible. Where a long-distance call must be made in an emergency situation, the call must be billed to the caller's home phone number or to an individual's telephone credit card.

Telephone Courtesy: Telephone courtesy is essential. When you answer your phone, state the name of your department and then your name. Remember to answer calls promptly, make inquiries tactfully, and give your undivided attention to the caller. Often the telephone is the only contact that some individuals have with us, and courteous telephone manner can greatly enhance North Park's external image. Discuss all matters with the same courtesy that you would appreciate, and treat every call as if it were extremely important - because it is! On the first day of employment, it is important that you and your supervisor discuss the proper way to answer the telephone in your department. Please notify the switchboard of your new extension number.

Voicemail: Voicemail is designed to enhance the institution's ability to serve its constituencies by providing the means for messages to be received when you are away from your telephone. Please follow the procedures prescribed in the voicemail procedures available from Computer Services website. Even though voicemail is available, every effort should be made to respond expeditiously and personally to telephone calls. People generally prefer to speak with a person, rather than a voice mailbox. Used appropriately, voicemail can enhance our service to our constituencies.

Temporary Remote Work Schedule - COVID

North Park is committed to the health, safety and wellness of all members of the campus community. We have put many precautions in place as we make plans to reopen our campus and offer students the highest quality academic, residential and co-curricular environment we can. The precautions are guided by the CDC, state and city guidelines.

This process provides opportunity for members of our faculty and staff to express their interest for a temporary alternative work schedule due to the current health crisis. This process is in place temporarily as we reopen and continue to work on campus.

Whereas submission of this form does not guarantee that an alternative working arrangement will be offered, North Park is committed to the health, safety and wellness of all members of the campus community. Any approved agreements for work cannot be guaranteed for a specific time period; such agreements will be subject to review as determined by one's supervisor, University policy, and modified as necessary. By submitting this form, you are verifying that the information is accurate to the best of your knowledge.

This form will be directly submitted to Ingrid Tenglin, AVP of Human Resources, and any medical information submitted will be kept strictly confidential. The form can be obtained by clicking [here](#).

For the full interim temporary remote work policy, please see [appendix H](#).

Use of Institutional Vehicles

North Park vehicles are rented out for official North Park use only. No vehicle will be rented or used for personal use. When using an institutional vehicle, the driver must have a valid driver's license and a valid North Park ID card. These must be shown to the Office of Campus Safety representative at the time the vehicle is rented. Keys and mileage cards are to be returned to the Campus Safety Office immediately after use. If you are involved in an accident with an institutional vehicle, the accident must be reported to the Campus Safety Office, the Office of the Executive Vice President for Administration and Finance and to local police if appropriate. In addition to any accident reports required by the State of Illinois, a North Park accident report for insurance purposes must be completed immediately. Accident report forms are available in the Office of the Executive Vice President for Administration and Finance.

If you are ticketed for illegal parking or any type of driving offense (e.g., speeding), it is your responsibility to pay any fines and to properly handle any related police or legal matters. North Park expects its employees to obey all traffic and parking laws when an institutional vehicle is being used. Failure to do so may result in disciplinary action, up to and including dismissal. North Park reserves the right to deny driving privileges to any employee who is involved in excessive accidents, demonstrates poor driving habits or is found to have a record of excessive moving violations. North Park places a premium on the safe operation of its motor vehicles.

Section V Appendices

Appendix A - Campus Map



Appendix B- Tuition Remission Policy

Effective Date: September 1, 1999. This policy supersedes all prior published faculty and staff policies. This policy may be changed or discontinued at the discretion of North Park University and creates no contractual rights.

NOTE: Employees should review the Special Requirements and the Definition of Terms sections of this policy (Sections III and IV). Note particularly the very specific definitions for full-time and part-time employees.

I. Tuition Remission Benefits

(See Attachment A for Summary of Benefits and Program Applicability)

Tuition remission benefits are granted to employees, their spouses and their dependents in accordance with the policies outlined herein. Employees are advised that Internal Revenue Service requirements mandate that the value of tuition remission for graduate level courses be treated as taxable income and, as such, must be included on an employee's W-2. (See the discussion in Section III, #7 including the "job-related" waiver for exempt staff employees taking School of Business and Nonprofit Management courses.)

A. Employees

Applicability: Tuition Remission applies to all undergraduate and graduate courses (for credit or audit).

i. **Full-time Employees** (See Definition, Section IV, #1 and #4)

Full-time faculty and full-time staff are granted full (100%) tuition remission benefits effective the date of their employment.

Special Staff Requirements: Full-time staff may take one course during normal working hours provided the following work conditions are observed.

1. Satisfactory arrangements must be made in advance with the employee's supervisor.
2. A basic work-week of 37.5 hours must be maintained.
3. If conflicts arise between an individual's work requirements and class requirements, work requirements have priority.

There are no restrictions on the number of courses that a full-time employee may take during non-work hours, so long as the employee's job performance is not affected.

ii. **Part-time Employees** (Definitions, Section IV, #2, #3 and #5)

Part-time/proportional time faculty and regular part-time staff are granted one-half (50%) of full tuition remission benefits effective the date of their employment. Any courses taken must be compatible with the individual's part-time work schedule. If conflicts arise between an individual's work requirements and class requirements, work requirements have priority. Employees should clear their work/class schedules with their supervisor before class begins.

NOTE: Student Exclusion: Tuition remission benefits do not apply to full-time or part-time students who work for the institution. Tuition remission is designed for employees who wish to enhance their education, not for students who become part-time employees during their course of study at the University no matter when they start employment. (A special exception is made for Resident Directors--See Section III, #14.)

iii. **Temporary Employees** (Definition Section IV, #6)

Temporary employees are not eligible for tuition remission.

B. Spouses and Dependent Children

Definition: See definitions of spouse and dependent children in Section IV.

Applicability: Tuition remission applies to regular undergraduate (including education certification) and seminary graduate courses (for credit or audit).

NOTE: Other Master's degree programs, the School of Professional Studies program, and ESL program are excluded.

Spouses and dependent children of full-time employees are granted tuition remission benefits in accordance with the following schedule (for part-time employees, see attachment A):

Employment Year	Employee Benefit Level
1	25%
2	50%
3	75%
4	100%

1. Employment Years begin September 1. Employment Year No. 1 begins September 1 of the calendar year in which the employee was hired.
2. Employees transferring to North Park from another college/university should consult Section III, (#13).
3. See special requirements for spouses taking seminary courses. Section III, (#8)

II. Application Procedure

An employee who wishes to take advantage of tuition remission benefits must follow these procedures:

1. Register for classes through the Registrar's Office.
2. Fill out the appropriate Undergraduate or Graduate Tuition Remission Form.
3. Submit the form to the Human Resources Office at or before the time of registration.

NOTE: If application is being made for undergraduate tuition remission for dependent children, the FAFAS filing requirements noted under Section III. Special Requirements (#3) must be followed. In the case of dependent children, all applications for tuition remission should be made through the Director of Financial Aid.

4. Tuition Remission applications will be processed through the Registrar, Human Resources, Financial Aid and Student Accounts as appropriate.

III. Special Requirements

The following special requirements apply to tuition remission benefits:

1. **Space Available Basis:** For employees, their spouses and dependents who are part-time students, tuition remission benefits are granted on a space available basis. Spouses and dependent children who are full-time students are given the same consideration for course openings as any regular full-time student.
2. **Minimum Class Size Requirements:** Tuition remission recipients who are part-time students will not be counted when determining if a class has the minimum number of students to be held. The institution reserves the right to cancel any class that does not have the minimum number of students.

3. **FAFAS Requirements:** In order for faculty or staff to receive tuition remission benefits for dependent children taking undergraduate courses, all parents must complete and submit the necessary papers to be considered for state and federal aid grants. All faculty/staff must meet the government aid application deadline dates or tuition remission will be reduced to adjust for lost aid due to late application. Please check with the Director of Financial Aid regarding the current deadline dates and application procedures.

If a parent has been turned down for aid by the state and federal governments because of too much income/assets, they are not required to apply in subsequent years unless their financial status changes significantly (e.g., loss of employment). They must make the initial application, however, to see if aid can be obtained.

4. **Room and Board Exclusions:** Tuition remission will not be applied to room and board charges.
5. **Fees:** All tuition remission recipients must pay individual course fees (e.g., lab fees, special course material fees, field education fee, and graduation fee) but are not required to pay general fees (e.g., seminary community service fees, etc.) All full-time tuition remission recipients must pay all applicable fees (e.g., lab fees, special course material fees, field education fee, and graduation fee).
6. **Treatment of Other Scholarship Aid:** Tuition remission benefits will be reduced by the amount of scholarship, grant or other aid received (e.g., federal or state grant, National Merit or other scholarships, North Park grant/scholarship, PIE matching grants, etc.) In other words, any aid/scholarships will be applied to tuition charges before any tuition remission is applied. (For example, if an individual was eligible for a 50% tuition remission benefit and received other scholarship aid equivalent to 40% of tuition, then tuition remission would cover the remaining 10% of the 50% benefit.) Tuition remission is simply intended to make up the gap in tuition expense not covered by other sources of aid.
7. **Graduate Tuition Remission as Taxable Income:** The IRS treats graduate level course tuition remission as taxable income to the employee. This is true regardless of whether the employee, their spouse or their dependent children take the courses. The value of the graduate-level tuition remission benefit will be included in the employee's W-2 at the end of the calendar year. Employees are responsible for paying taxes on this additional increase. (Spouses and dependent children are only eligible for seminary graduate tuition remission, other graduate programs are excluded.)

NOTE: The IRS does allow an exception to this policy if the course-work meets the Code's requirements as "job-related". North Park has taken the position that School of Business and Nonprofit Management course-work by exempt staff employees is by its very nature "job-related" per the IRS Code requirements and, therefore, is not treated as taxable income and is not subject to withholding provisions. We view School of Business and Nonprofit Management courses and the attendant insight gained into how organizations work as appropriate "job related" exempt staff development. The "job-related" test will need to be evaluated on a case-by-case basis for faculty and non-exempt staff wishing to take School of Business and Nonprofit Management courses. The job-

related test will obviously need to be evaluated on a case-by-case basis for all individuals taking other graduate courses (e.g., seminary, nursing, etc.)

8. **Seminary Tuition Remission Limits for Spouses:** In order to be eligible for tuition remission benefits, a spouse of an employee may not enroll for more than one seminary course per semester. Spouses taking more than one seminary course per semester receive no tuition remission benefit towards seminary tuition.
9. **Applied Music/Performance Study Exception:** Employees, spouses and dependent children are not eligible for tuition remission for Applied Music/Performance Study (i.e., private lessons) unless the student needs the Performance Study as a degree requirement.
10. **Off-Campus Studies Programs:** Tuition remission benefits as described in these policies do not necessarily apply to off-campus and/or international study programs where the institution is required to make cash payments to another institution or program. Whenever there is a cash payment to other institutions or parties, the employee should check with the office of Administration & Finance to see if there is any benefit applicable to a particular program.
11. **Courses Taken at Other Institutions:** Tuition remission applies only to North Park courses. If a student must take courses at another institution for any reason, there will be no tuition reimbursement.
12. **Spouses and Dependent Children of Deceased Employees:** Full tuition remission benefits will be extended to the spouse and/or dependent children of full-time employees with at least five years of full-time service who have died while in the service of North Park. These benefits are available to the dependent children of record at the time of the employee's death and extend through age 22 provided he/she continues to be claimed as a dependent on the surviving spouse's federal tax return.
13. **Employees Transferring From Other Institutions:** For employees joining North Park directly from another college/university, North Park will honor the level of tuition remission benefits earned for spouses and dependent children at the former college/university if it exceeds the North Park benefit for which they would be eligible. (The employee should provide a letter from an authorized official from the other college/university verifying their tuition remission benefit level).
14. **Resident Directors:** Resident Directors present a special case since these positions are frequently filled by North Park graduate or other degree-seeking students. North Park students who fill resident director positions will be granted 100% tuition remission for one course per quad or one semester course. Any exception to this provision must be appealed to and approved by the Executive Vice President/CFO.

If a resident director's responsibilities are shared by two spouses, each spouse is eligible for tuition remission for one course per quad or one semester course. Except for the above provisions, the spouses and dependents of degree-seeking students filling resident director positions are not eligible for tuition remission benefits.

15. **Termination of Employment:** For employees who terminate employment during a course for which they (or their spouses/dependent children) are receiving tuition remission, the tuition remission will be pro-rated to the date of termination. Any remaining bill will be the responsibility of the terminating employee.

IV. Definition of Terms

The following definitions are applicable to the tuition remission policy:

1. **Full-time Faculty:** Ranked, tenure-track faculty teaching a full-load, full-time adjunct faculty or full-time visiting faculty.
2. **Proportional-time Faculty:** Ranked, tenure-track faculty teaching less than a full-load. To qualify for partial tuition remission benefits, a proportional-time faculty member must have a proportional load of 50% or greater.
3. **Part-time Faculty:** Non-tenure track faculty teaching less than a full-load. To qualify for partial tuition remission benefits, a part-time faculty member must regularly carry a teaching load which is the equivalent of a one-half load in teaching for a full-time tenure track faculty person and the courses must be in one of the institution's degree-granting programs. Part-time faculty teaching ESL classes are eligible for this benefit provided they carry the course load specified above.
4. **Full-time Staff:** For purposes of the tuition remission benefit, an exempt or non-exempt staff employee is one whose position requires at least 37.5 hours per week. (1950 hours per year).
5. **Part-time Staff:** For purposes of the tuition remission benefit, a part-time exempt or non-exempt staff employee is one working less than 37.5 hours per week (1950 hours per year). To qualify for partial tuition remission benefits, a part-time exempt/non-exempt employee must work between 1000 hours and 1949 hours per year. (Tuition remission benefits apply only to regular staff employees and are not available to student workers.) Occasionally a staff person may work more than one part-time job. In those cases, the institution will count the hours from the regular part-time position with the most annual hours.

NOTE: In special circumstances the institution will consider partial tuition remission for part-time employees (and their spouses and dependent children) who have served the institution for 8 or more years but have fallen short of the 1000 hours per year criterion. If you think that you qualify for this exception you should petition the Vice President for Administration and Finance for special consideration.

6. **Temporary Employee:** An employee hired for a temporary assignment, usually for 90 days or less, although temporary assignments may be extended beyond the 90-day period in special circumstances.
7. **Spouse:** An employee's partner by marriage.
8. **Dependent Children:** An employee's son or daughter qualifies as a dependent if:
 - a. They are claimed as a dependent on the employee's federal tax return for the year in which the tuition remission is requested, and they meet the age qualification of either b or c (whichever is applicable) below.
 - b. For undergraduate tuition remission: they have not reached age 24 by August 1 of the year in question. A dependent who turns 24 during the academic year may finish out the academic year with the full benefit to which he/she is entitled. This restriction would be enforced for the following academic year.

- c. For seminary tuition remission: they have not reached the age of 24 by August 1 of the year in question. A dependent who turns 24 during the academic year may finish out the academic year with the full benefit to which he/she is entitled. This restriction would be enforced for the following academic year.
9. **Employment Years**: For purposes of tuition remission, "Employment Years" begin September 1. Employment Year No. 1 begins September 1 of the calendar year in which the employee was hired.

NOTE: For the purpose of counting the number of years of employment, prior years of eligible service at North Park (excluding student employment) may be counted.

Appendix C – Policy against Discrimination, Harassment, and Retaliation

I. INTRODUCTION

As a Christian institution of higher learning supporting the mission and embodying the faith heritage of the Evangelical Covenant Church, North Park desires to have a campus community “which truly values people and is characterized by integrity, diversity, collegiality, fairness, compassion and joyful living”. North Park is committed to providing and maintaining a welcoming environment, and will not tolerate discrimination, harassment, and retaliation, any form of intimidation (collectively “Prohibited Conduct”) by any person in any form directed against students, faculty, staff or visitor of the institution. The institution will take prompt and appropriate action when complaints of Prohibited Conduct are received. If the complaint is substantiated, sanctions will be levied against the perpetrator, including appropriate disciplinary action up to dismissal.

Any act of sexual harassment or discrimination that is severe, pervasive, and objectively offensive is a violation of the Title IX Policy. Other behavior that does not rise to the level of severe, pervasive, and objectively offensive may be a violation of the University Student Code of Conduct or this Policy.

This Policy applies to conduct on campus and at University-sponsored events and programs off-campus. It also covers other off-premises conduct (e.g., at a private party) if that conduct adversely impacts the ability of a North Park student, employee, or campus visitors to enjoy the full benefits of their association with North Park. Enforcement of this Policy will be coordinated by the Assistant Vice President of Human Resources, who shall serve as Equal Opportunity (EO) Coordinator. The EO Coordinator is responsible for overseeing the University’s compliance with federal equal opportunity laws such as Title VI, Title VII, Title IX, the ADA, ADEA, and similar state laws, the Preventing Sexual Violence in Higher Education Act. The EO Coordinator is also responsible for seeing that institutional procedures are followed in investigating all allegations or complaints of Prohibited Conduct involving faculty, staff, students and campus visitors. The EO Coordinator is assisted in these functions by the Title IX Coordinator as it relates to Title IX compliance and policy.

II. DISCRIMINATION PROHIBITED

Discrimination is generally defined as unequal, adverse treatment of an individual because of their race, color, religion, national origin (including ancestry), ethnicity, sex, gender identity, gender expression age, pregnancy, physical or mental disability, marital status, sexual orientation, military or veteran’s status, or other protected status, as those terms are defined by applicable local, state, and federal law. This policy covers nondiscrimination in both employment

and access to educational opportunities. For instance, different treatment of two similar individuals with respect to hiring, pay, an opportunity for advancement, admission to North Park as a student or educational opportunity after admission constitutes discrimination if the reason for the different treatment is the protected status of one of the individuals. Harassment based on any protected characteristic also constitutes discrimination. Discrimination on the basis of sex is prohibited by Title IX of the Education Amendments of 1972, 34 C.F.R. 106, and other laws. State and federal law also prohibit discrimination on the basis of each of the above-enumerated characteristics. It is North Park policy to comply with all of these laws. It is also North Park policy not to discriminate on the basis of religion, except that as a religious institution, North Park reserves the right to make hiring and employment decisions on the basis of religious beliefs or lifestyle consistent with the religious principles espoused by the Evangelical Covenant Church and as permitted by applicable law.

III. DISABILITY DISCRIMINATION AND ACCOMMODATION

North Park is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws and regulations pertaining to individuals with disabilities.

Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by North Park, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

Human Resources has been designated with interim responsibility to coordinate ADA/504 compliance and is responsible for overseeing efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

Grievances related to disability status and/or accommodations for students will be addressed by the Division of Student Engagement at ada@northpark.edu.

IV. HARASSMENT PROHIBITED

A. Harassment

North Park strives to be a community in which all persons are treated with respect. Any form of harassment is contrary to this goal. Harassment tends to target one or more personal characteristics of the person(s) being harassed. Oftentimes, it focuses upon readily identifiable attributes such as race, color, national origin, sex, age, disability, etc. However, it may also focus on beliefs or perspectives, such as religion, politics or lifestyle. Harassment, regardless of its nature, involves unwelcome verbal or physical conduct that implicitly or explicitly demeans an individual or group based on such actual or perceived membership in a personal class protected by policy or law, and:

1. Affects tangible job or education benefits or opportunities, or
2. Interferes unreasonably with the education, work or other institutionally sponsored activity of a student, employee or campus guest, or
3. Creates an intimidating, hostile, or offensive environment for education, work or other institutionally sponsored activity.

North Park will not permit harassment and considers harassment based on race, color, national origin, religion, sex, age, disability, veteran's status, or other protected status as those terms are defined by applicable local, state and federal law particularly intolerable. Although North Park does not permit harassment of any person for any reason, this does not imply institutional approval of all beliefs or lifestyles. North Park's institutional position on these matters is necessarily congruent with our sponsoring denomination, the Evangelical Covenant Church.

B. Racial, Religious, and Ethnic Harassment

1. North Park aspires to be an intercultural community of learning. In order to make this goal a reality, we need to develop sensitivity to, and an educated awareness of, each other's cultures, nationalities, ethnic and religious differences. Demeaning or harassing comments or acts which are racially or ethnically motivated or based on an individual's religion are contrary to the spirit and goals of the North Park community.
2. Harassment on the basis of, for example, race, color, national origin, religion or any other protected classification can include verbal or physical behavior that explicitly or implicitly demeans the race, color, national origin, religion or other protected classification of an individual or individuals. Examples of harassing conduct include, but are not limited to: Verbal assaults that demean the color, culture or history of any person or persons, and/or that perpetuate false stereotypes. Examples include name-calling and racial, ethnic, or religious slurs, slang references and jokes.
 - a. Nonverbal behavior that demeans the characteristics, color, culture or history of any person or persons and/or that perpetuates false stereotypes. Such behaviors may include gestures, portrayals, or graffiti.
 - b. Intimidation through threats of force or violence or threats of interference with an individual's education, work or other activity.
 - c. Physical contact or assault because of an individuals' race, color, national origin or religion.

C. Sexual Harassment, Sex Discrimination, Sexual Violence and Relationship Violence

Any act of sexual harassment or discrimination that is severe, pervasive, and objectively offensive is a violation of the Title IX Policy. Other behavior that does not rise to the level of severe, pervasive, and objectively offensive may be a violation of the University Student Community Standards or this Policy.

D. INCIDENTS OF BIAS

Reporting incidents may lead to an inquiry and/or an investigation, where the University can hold the respondent accountable for their acts.

The term 'bias incident' refers to language and/or actions that demonstrate bias against persons because of, but not limited to, their actual or perceived race, color, religion, ethnic or national origin, gender, genetic information, age, disability, sexual orientation, gender identity, gender expression, or status as a military veteran. Bias incidents may take the form of, but are not limited to:

- Racist slurs
- Derogatory comments
- Offensive terminology
- Cultural appropriations
- Microaggressions

V. RETALIATION PROHIBITED

Retaliation is defined as taking or attempting to take a materially adverse action against an individual who has (1) complained about alleged Prohibited Conduct, (2) participated as a party or witness in an inquiry, investigation or hearing relating to such allegations, or (3) participated as a party or witness in a court proceeding or administrative investigation relating to such allegations. Retaliation by any member of the campus community, including students, faculty, and staff, is prohibited by state and federal law and violates North Park Policy. Some examples of unlawful retaliation include:

1. A professor giving a student a lower grade because s/he reported harassment or discrimination;
2. A student barring a classmate from membership in a student-run organization because s/he filed a complaint with the Title IX Coordinator;
3. A member of Campus Safety refusing to investigate an incident because a student filed a prior complaint under the University's anti-discrimination policy;
4. Any member of the campus community encouraging others not to participate in an investigation relating to a complaint of discrimination;
5. Denying a campus employee a raise or promotion because he or she participated in a faculty disciplinary hearing;
6. Posting (or threatening to post) negative statements, potentially embarrassing photos, or revealing private information on social media because of participation in a complaint proceeding;
7. Threats or acts of violence.

Retaliation is strictly prohibited. Acts of alleged retaliation should be reported immediately to the Title IX Coordinator, Dean(s) of Students or designee based on the nature of the complaint, and will be promptly investigated. North Park will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

VI. PREVENTIVE ACTION

A. Early Intervention

1. Some instances of perceived harassment or discrimination may be the result of misunderstandings or miscommunications. Sometimes individuals unwittingly make insensitive or careless statements or exhibit behaviors that you may find offensive but that are not intended to give offense. In such circumstances, ongoing problems may be avoided or prevented by early and direct communication with the offending party.
2. The communication should make clear to the offending party that their remarks and/or behaviors are unacceptable to you. Several approaches can be used:
 - a. Verbal Confrontation - Explain why you view the particular comments or behaviors as offensive. Be firm and direct; make it clear that the comments and/or behaviors are to stop.
 - b. Written Communication - Write a letter to the offending party in which you give a detailed description of the unacceptable comments and/or behaviors. Explain how these incidents make you feel. State that you want the comments/behaviors to stop.
3. If you are not comfortable discussing the matter directly with the offending party (or if direct preventive action is not successful in stopping the offending comment or behavior) you should pursue the alternatives provided in the section titles Seeking Advice and Mediation. You have the right to proceed directly to file a complaint or confer with an advocate without first engaging in direct preventive action. (Note: direct preventive action is not recommended if the behavior in question involves physical contact or threats. Instead, you should proceed with a complaint or at least seek advice from the University, as described below.)

B. Good Samaritan

Every member of the community should be alert to violations of this policy and has an obligation to report suspected violations and take action to avert violations, so long as they can do so safely. The University has established a Medical Amnesty/Good Samaritan Policy for this purpose. See [Appendix D](#).

VII. SEEKING ADVICE AND MEDIATION

- A. Members of the North Park community who believe they have been subjected to discrimination, harassment or retaliation may seek the assistance of the EO Coordinator (Assistant Vice President of Human Resources) or Title IX Coordinator, Dean of Students, or Dean of Seminary Students and Community Life, and other employees such as administrators (Deans, Vice Presidents, Directors), faculty, head coaches, residence directors, or residence assistants. Each of these resources will either direct you to the appropriate University official with whom to discuss your complaint or in some circumstances discuss the complaint and options with you according to the appropriate policy. Individual contact information for employees is provided via the online Faculty/Staff Directory.
- B. You may seek general guidance without identifying the person who is the subject of the

concern or details of the situation. If the person is identified, the University may undertake an investigation regardless of whether you wish to initiate a complaint because of the University's obligations to all members of its community. However, the University will take into consideration your wishes in making that decision, and will strive to maintain confidentiality to the greatest degree possible.

- C. In all situations except those involving violence or non-consensual sex, you may seek mediation. See Informal Complaint Procedure below. Please refer to the Title IX Policy for details on sexual violence or non-consensual sex.

VIII. REPORTING SUSPECTED VIOLATIONS OF THIS POLICY AND COMPLAINTS

- A. Any person who is a member of the North Park community and believes that he or she has witnessed, or been subjected to Prohibited Conduct by any other member or members of the North Park community (including campus visitors) may file a complaint. Ideally, complaints should be made promptly to help assure a just and appropriate determination. However, there is no specific time limit on when a complaint may be made.
- B. If the subject of the complaint is a student, the complaint will be directed to the appropriate individual based on the complaint. This could include the Title IX Coordinator, Dean(s) of Students or designee based on the nature of the complaint.
- C. If the subject of the complaint is a member of the faculty or staff, the complaint is directed to the EO Coordinator: Assistant Vice President of Human Resources.

In the Complaint procedure below, the individuals are identified as “Coordinators” and will follow the designation above and outlined here depending on the subject of complaint and nature of complaint. Student complaints about Title IX will be directed to the Title IX Coordinator, all other student complaints will be directed to the Dean(s) of Students. Employee complaints will be directed Human Resources.

- D. If the person bringing the complaint is uncomfortable complaining to the individuals and offices identified above or is otherwise unclear as to where a complaint should be directed, guidance may be sought from an advocate of choice from within the community.

Complaint Procedure

1. You may request either an Informal or Formal Complaint Procedure. The University will strive to honor that request. However, the coordinator may determine the complaint should be handled through the formal complaint procedure. This determination is made based on the severity of the alleged offense and whether or not there is a previous history of complaints against the accused.

2. Informal Complaint Procedure

- a. The coordinator will attempt an informal resolution of the complaint directly and privately with the person complained against, maintaining the anonymity of the complainant if he or she requests it, to the degree possible.

-OR-

- b. The coordinator and the complainant will seek an informal resolution of the complaint by meeting together with the subject of the complaint. The coordinator serve as mediator.
- c. The latter approach is not appropriate in situations involving physical contact or threats. In other situations, it will be taken only if the complainant agrees. In either approach, the Coordinator will help to clarify the parameters of appropriate conduct.
- d. Each party may be accompanied during the informal procedures by an advocate of their own choice for all meetings, interviews, and hearings.
- e. An informal complaint will be considered to have been resolved when all parties have stated their acceptance of the outcome of this procedure in writing to the coordinator or designee who has directed the procedure. It should be noted that in some instances, e.g., where the conduct in question has the potential to affect other members of the community, the University may determine that further action is necessary despite the parties' resolution of the issue.

3. Formal Complaint Procedure: Unless the responsible coordinator has already decided that the Formal Complaint Procedure must be followed, a complainant's request that the formal procedure be followed triggers a preliminary inquiry into the facts by the responsible coordinator (or designee). The purpose of the preliminary inquiry (which may consist solely of an interview of the complainant) is to determine whether there are grounds for further action, i.e., whether there is a reasonable basis for believing that a violation of the University's policy may have occurred.

- a. The responsible coordinator will
 - (1) Notify and offer the complainant an opportunity to present all information supporting the complaint, including suggesting questions to be posed to the subject of the complaint.
 - (2) Endeavor to interview any witnesses identified by the complainant.
 - (3) Endeavor to protect the privacy of all persons involved in the investigation, to the degree possible.
 - (4) Review any additional applicable evidence (e.g., security tapes, incident reports, student or personnel files).

(5) Determine, based on all the information presented, whether the complaint is substantiated. The University uses a preponderance of the evidence standard, i.e. is it more likely than not that the violation occurred.

(6) Complete an Investigation Summary, which may include recommended sanctions if the complaint is substantiated.

b. If the responsible coordinator determines at the preliminary inquiry stage that there are no reasonable grounds to pursue an investigation, the responsible coordinator will inform the complainant and close the matter. If the responsible coordinator or investigator(s) determines after the full investigation that the complaint is not substantiated, the responsible coordinator will inform the complainant and the subject of the complaint of the determination and shall close the investigation.

c. If the complainant disagrees with a determination that there are no grounds to proceed with an investigation or that a complaint is not substantiated, they may appeal the decision utilizing the appeal/grievance procedures set forth in the Student Handbook, Staff Handbook, or Manual of Academic Personnel Policies, as appropriate based on the status of the complainant.

d. If the responsible coordinator determines that the complaint is substantiated, the responsible coordinator will identify appropriate corrective action, including, but not limited to, sanctions against the subject of the complaint.

(1) If the subject of the complaint is a staff member, the AVP of Human Resources will determine the sanction in consultation with the investigator (if applicable), staff member's supervisor and any other University official deemed appropriate. An appeal of the sanction may be taken to the appropriate Dean or Vice President at Step 3 of the Grievance Procedure set forth in the Staff Handbook.

(2) If the subject of the complaint is a student, the responsible coordinator will determine the sanction(s). The responsible coordinator may consult with the investigator(s).

- (a) The subject of the complaint may accept or deny the sanctions.
 - (i) If the subject accepts the sanction(s) the complaint is considered resolved.
 - (ii) If the subject denies the sanction(s) then the following occurs:
 - (b) If the sanction is severe, i.e., suspension or dismissal, the responsible coordinator will refer the matter for hearing before the student conduct panel, except that any hearing will be private, the responsible coordinator will serve as the University Representative, another coordinator who has not previously been involved with the complaint will serve as Panel Chair, and both the complainant and student respondent will have the right to request substitution of one panel member. All other sanctions will be levied directly by the responsible coordinator, but the decision will be subject to the appeal process set forth in the Student Handbook.
 - (c) Both complainant and respondent have the right to appeal.
- (3) If the subject of the complaint is a faculty member, the AVP of Human Resources will determine the sanction in consultation with the Provost or Dean of the Seminary.
- (a) In the case of Tenured, Tenure-Track, and Professional Faculty, if the sanction is severe, i.e., suspension or dismissal, the Provost or Dean of the Seminary will proffer charges pursuant to Section 7.1.5.2 of the Manual of Academic Personnel Policies (MAPP) or Seminary Faculty Manual. A determination whether the severe sanction will be imposed will be made utilizing the procedures in the remainder of Section 7.1 or the Seminary Faculty Manual, whichever is applicable, except that any hearing will be private, the EO Coordinator will assist the Provost or Dean of the Seminary throughout the proceeding, and the complainant will be accorded the same rights to participate in the hearing as the charged faculty member.
 - (b) Except as specified in the immediately preceding paragraph, all sanctions against faculty will be levied directly by the Provost or Dean of Seminary. An appeal may be taken to the President utilizing the grievance process in the Manual of Academic Personnel Policies (MAPP) or Seminary Faculty Manual.
- e. If the subject of the complaint is the decision-maker outlined in the

procedure above, or in any other circumstance in which a change in identity of investigators or decision-makers is warranted, the President or designee may appoint other appropriate senior-level administrators to hear the complaint and the defense, and to determine appropriate discipline, if any. During hearings, no direct cross-examination will be permitted, and if desired, neither party need testify in the presence of the other party. Nor is the complainant required to appear at the hearing. The University will make arrangements to assure that both parties are able to hear all evidence presented.

- f. Both parties will receive written notification of the Formal Complaint Proceeding outcome at the same time, no later than seven days after the conclusion of the proceeding. The notification will include information regarding appeal rights.
- g. Appeals may be based on the following grounds, in addition to any grounds specified in the Student Handbook, Staff Handbook, or Manual of Academic Personnel Policies (whichever applies):
 - (1) A procedural error.
 - (2) New information that substantially changes the outcome of the finding.
 - (3) The sanction is disproportionate with the violation.

- h. Written notice of the determination on appeal will be provided no later than seven days after the conclusion of the review on appeal.

Interim Measures

During the pendency of the Formal Complaint Proceeding, the University, at its discretion, may take temporary measures to ensure the integrity of the proceeding and to safeguard the complainant, respondent and the University community. Such measures may include changes to academic location, schedule, or campus housing situation, office location change, temporary supervisory change, limiting or suspending access to University facilities and events or regulating continued interaction between the complainant and the subject of the complaint.

Timeframe for Completion of Complaint Proceeding

1. The Informal Complaint Proceeding will be concluded generally within thirty days of the date the process is initiated, absent extenuating circumstances.
2. The Formal Complaint Proceeding consists of multiple steps.
 - a. The investigatory portion of the process, including the determination and, if appropriate, recommendation of sanctions, will be completed within thirty days of the date the process is initiated, absent extenuating circumstances (e.g., unavailability of a critical witness) justifying a delay.
 - b. The hearing portion of the process (if applicable) will be promptly completed in accordance with the handbook/manual governing the process.
 - In the case of a student conduct panel, the determination by the hearing panel will be made within thirty (30) days of an investigatory finding substantiating the complaint, absent extenuating circumstances
 - In the case of a faculty appeals and sanctions committee hearing, the President's recommendation for final action will be transmitted to the Board of Trustees within thirty (30) days of the faculty appeals and sanctions committee's determination.

IV. CONFIDENTIALITY

To the extent permitted by law, the confidentiality of all parties involved in the resolution of alleged or suspected violations of this policy will be observed, provided that it does not interfere with the University's ability to conduct an investigation and take any corrective action deemed appropriate by the University.

V. FABRICATED ALLEGATIONS

Any allegations suspected to be fabricated for the purpose of harassing the respondent or disrupting the University's operations are subject to these investigation and grievance procedures. A determination that allegations were intentionally fabricated for an improper purpose could result in disciplinary action.

VI. OUTSIDE REMEDIES

Nothing in this policy is intended to restrict an individual's right to pursue legal remedies in any agency or court and a person is not required to use this complaint resolution procedure before pursuing outside remedies. At the same time, the right of a member of the North Park community to prompt and equitable resolution of complaints under this policy is not withdrawn by the individual's concurrent pursuit of legal remedies, such as the filing of a charge with federal, state or local agencies, initiating a lawsuit, or pursuit of a criminal complaint. While external proceedings may take precedence over internal procedures in those instances where access to all relevant information is limited as a result of the external proceeding, both external proceedings (e.g., prosecution of a criminal complaint) and internal proceedings (i.e., completion of the Formal Complaint Proceeding) occur concurrently.

Appendix D – Family Medical Leave Act Policy

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA as well as North Park University's own policies regarding FMLA Leave.

General Eligibility

To be eligible for FMLA Leave under this Policy, an employee must have worked at North Park University for at least 12 months and must have worked at least 1,250 hours during the 12 month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75 mile radius are not eligible for leave under this policy.

Types and Duration of FMLA Leave

- Leave to care for a family member or due to a serious health condition; Active Duty Leave An employee may be eligible for up to 12 weeks of unpaid leave during any rolling 12 month period (measured backward from the date an employee uses FMLA leave) for the following reasons:
 1. the birth of a child and to care for such child, or placement for adoption or foster care of a child with the employee. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;
 2. to care for an immediate family member (spouse, child under 18 years old or 18 and over who is incapable of self-care, or parent) with a serious health condition;
 3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or
 4. because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").
- Military Caregiver Leave

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and 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, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered service member incurs a serious illness or injury for purposes of this paragraph when he or she is medically unfit to perform the duties of his or her office, grade, rank or rating.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26 week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12 month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12 month period.

Definitions

- A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
 1. in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
 2. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
 3. any period of incapacity due to pregnancy, or for prenatal care;
 4. any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
 5. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
 6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
- A "qualifying exigency" referenced above under "Active Duty Leave" refers to the following circumstances:
 1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
 2. Military events and related activities: to attend official military events or family assistance programs or briefings;

3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
4. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
5. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
6. Rest and recuperation: to spend up to five (5) days for each period in which a covered military member is on a short-term rest leave during a period of deployment;
7. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both a husband and wife are employed by North Park University and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12 month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12 month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition or for Military Caregiver Leave. (However, in no event shall the husband and wife take more than a combined total of 12 weeks of leave within the applicable 12 month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

An employee who wants to take FMLA must notify Human Resource of his/her request for leave. The employee will be required to fill out the prescribed form requesting leave.

If the need for leave is foreseeable, the employee must provide at least thirty (30) days advance notice. When 30 days' advance notice is not possible, the employee must give as much notice as is practicable.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be denied for a period of time.

Employees should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of North Park.

Substitution of Paid Leave for Unpaid FMLA Leave

North Park requires that employees who have accrued leave, including short-term disability benefits, workers compensation benefits or accrued leave (vacation, sick or personal) substitute it for leave under the Act until the paid leave is exhausted. Any remaining leave permitted under the Act will then be taken as unpaid leave. The following chart demonstrates the order in which paid leave must be substituted for leave provided under the Act.

Leave Under the Act	Accrued Leave that Must be Substituted
Birth*	Parental, Sick**, Vacation, Personal, Supplemental Disability Leave**
Adoption & Foster Care	Parental, Vacation, Personal
Care for a Family Member	Vacation, Personal
Employee's Serious Health Condition	Sick, Vacation Personal, Supplemental Disability Leave

Note: Only full-time staff employees accrue vacation, sick and personal leave.

*Parental, sick and supplemental disability leave may be used to cover the period of absence due to disability subsequent to the birth. Once the period of disability has passed (based on your physician's advice) further absences under this policy will be charged to vacation and personal leave, as available.

**Sick and supplemental disability leave can only be utilized by the birth mother.

Intermittent FMLA Leave

Intermittent or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of North Park and in some instances, North Park may require employees taking intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule.

Employees taking intermittent leave must follow North Park's standard call-in procedures absent unusual circumstances.

Documentation Supporting FMLA Leave

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following the supervisor's and/or Human Resource request for the certification. If the employee fails to provide timely certification after being required to do so, the leave may be denied or discontinued. If the Certification form is incomplete or insufficient, an employee will be given notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of North Park, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of North Park, may be required. The opinion of the third health care provider, which North Park and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form as well as any necessary supporting documentation.

Recertification

Under certain circumstances, including (but not limited to) situations in which the need or nature of the approved leave changes, North Park may, in its sole discretion, require recertification of the employee's serious health condition or the serious health condition of the employee's family member. In these situations, the employee will have fifteen (15) days in which to provide a completed Recertification form.

Restoration to Position and Benefits

Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will maintain the benefits they accrued prior to commencement of the leave. Generally, eligible employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Exceptions to such restoration will include, but not be limited to, changes in the work force such as reductions-in-force or elimination

of positions/departments such that there is no position to which the employee would be entitled if the employee had not taken the leave.

For employees taking FMLA leave under this Policy, medical and dental benefit coverage, as well as other benefit coverage, will continue for the duration of the leave on the same terms and conditions as if the employee were at work. Employees will be required to continue to pay their share of benefit premiums during the FMLA leave, as required for active employees. Employee premium payments for benefits during paid leave when any unused accrued vacation leave, or any short- or long-term disability or workers compensation leave apply, will continue to be made by payroll deduction or by whatever alternative method is normally utilized for making such premium payments when the employee is not on leave. Employee premium payments for benefits during an unpaid leave when no unused accrued vacation time or any short- or long-term disability or workers compensation leave apply, must be paid to North Park University at the same time they would have been made had the employee not been on FMLA leave.

If an employee's premium payment is not made within 30 days of the due date, all medical and dental coverage for which the employee is required to contribute may be terminated, provided North Park has given the employee 15 days advance written notice of the termination of coverage. If coverage ends due to the employee's failure to make timely payment, the employee will be entitled to immediate restoration of medical and dental coverage upon the employee's return from FMLA leave. Any changes by North Park to employee premium payments for medical and dental benefit coverage will apply to employees on FMLA leave.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and North Park elects to make the premium payment to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, North Park may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. North Park may recover its share of the premium paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition that would otherwise entitle the employee to FMLA leave, or other circumstances beyond the employee's control. (Note that in the event of a serious health condition, North Park may require medical certification of such condition.) An employee will not be considered to have returned to work unless the employee works for at least 30 calendar days after returning.

Return to Work

Employees on FMLA leave must periodically inform the Human Resources Department of their status and intent to return to work following the expiration of their approved FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon

return. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work.

Failure to Return From Leave

Unless required otherwise by law an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave granted shall be classified as "voluntarily terminated."

Key Employees

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave. A "key employee" is an employee who is salaried and is among the highest paid ten percent of the work force. Upon requesting FMLA leave, an employee will be notified by the HR department of his/her status as a "key employee" if there is a possibility that North Park may deny reinstatement after leave.

Interaction with State Military Leave Laws

Certain states require employers to provide greater or different job-protected leave to family members of persons in the military. When applicable, North Park University complies with all such military family leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee's federal FMLA entitlement and as FMLA Leave under this Policy. These military family leave laws vary by state, and the employee should contact Human Resources if you have questions about them.

Appendix E – Alcohol and Drug Free Workplace Policy

As a recipient of federal grants and federal financial aid awards, North Park University is required to comply with the Drug Free Workplace Act of 1988. The following institutional policy applies to all employees.

Prohibitions

North Park University strictly prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance on campus or in conjunction with institution-sponsored events. Possession or use of a controlled substance is permitted only when it occurs pursuant to a valid prescribed medical treatment program. North Park also prohibits the possession or use of alcohol on campus and during work time if the employee is not on campus. Employees cannot report to work when under the influence or having noticeable evidence of recent alcohol use. No North Park sponsored publication, broadcast or other communication shall accept or contain any promotion of alcoholic beverages. Further North Park does not condone the display of alcoholic containers or advertisements in campus windows or on posted communications.

Sanctions

If employees violate North Park University's policies pertaining to alcohol or drugs, the University may administer disciplinary action up to and including termination of employment depending upon the severity of the case. An employee may also be referred to rehabilitation as noted below.

Reporting Requirements

Any employee convicted under a criminal drug statute for a violation occurring in the workplace must report that conviction to his or her immediate supervisor and to the Vice President for Administration & Finance within five (5) days of the conviction. North Park will take disciplinary action and/or refer the employee for rehabilitation as appropriate.

Employees Engaged in Federally-Funded Work

As a condition of employment, any employee engaged in work funded in whole or in part by a federal grant must certify that they have read the institution's Drug-Free 1 Appendix E Workplace Policy and agree to abide by the policy in all respects including the reporting requirements noted above. A certification form will be sent to employees in this category. Signed certifications will be kept on file in the Human Resources Office.

Education

The Community Bulletin, distributed annually, contains materials to familiarize you with state and federal laws and legal sanctions which apply to the use and abuse of alcohol and controlled substances.

Also included is a description of the various effects of controlled substances. In addition, North Park will from time to time conduct educational programs open to all faculty and staff which will inform employees of the dangers of drug and alcohol abuse.

Rehabilitation

North Park believes that rehabilitation is the preferred solution to drug and alcohol abuse. We are committed to the health, safety and well-being of employees and their families. For this reason, the Assistant Vice President of Human Resources is prepared to make available to you: (1) information about community resources for assessment and treatment, (2) information on medical insurance benefits for substance abuse programs, and (3) information on any available employee assistance programs.

The responsibility for following through with treatment recommendations and referrals belongs to the individual employee. Participation in rehabilitation does not shield an employee from disciplinary action for non-compliance with North Park policy or poor performance.

Any questions or comments on the Employee Drug-Free Workplace Policy should be referred to the Assistant Vice President of Human Resources.

Appendix F – Travel Reimbursement Policy

Occasionally an employee may be required to travel on behalf of the University in the performance of their job responsibilities. Examples include travel with an athletic team to events, to various locations for recruitment and/or fundraising activities, to a conference or to represent North Park in some official capacity. Business travel expenses, when travel is specifically authorized by an employee's manager, will be reimbursed by the institution according to the following guidelines listed below. In general, travel expenditures should be at the lowest practical and reasonable levels possible while still accomplishing the business objectives for which the expenses are being incurred.

Air Travel

It is expected that the employee will purchase tickets at the most favorable price possible. First Class and Business Class travel at the University's expense is prohibited. It is recommended to book flights early, when possible, utilizing one of the popular discount travel web sites (e.g., Expedia, Orbitz, Priceline, etc.). The University does allow the travel mileage (e.g., frequent flyer miles and the like) to accrue to the employee.

Hotels/Meals

Obviously lodging and meal expenses vary by location, but in general it is expected that employees will use discretion with regard to incurring lodging and meal expenses and incur only “reasonable” expenses while conducting institutional business. Expenses which are deemed to be excessive and/or extravagant will not be reimbursed. Reimbursement of meal expenses should include a listing of all persons for whom the expense is applicable and the business purpose for the meal.

Ground Travel

North Park maintains a fleet of vehicles to support institutional travel requirements. These vehicles are generally available on a reservation basis by contacting the Campus Safety Office or done online via 25Live. An account number must be provided in advance of taking a vehicle. Specific reservation requirements can be obtained from the Campus Safety Office. There are also specific requirements required of University drivers, including driver certification/testing. Provisions should be made in advance to ensure certification to use institutional vehicles.

If it is not practicable to use an institutional vehicle, North Park will reimburse an employee for use of their personal vehicle. North Park follows the per mile reimbursement guidelines established by the IRS. The IRS rate generally adjusts annually. No other expenses, such as fuel or vehicle repairs will be reimbursed when the employee is reimbursed at the per mile rate. For extended travel (for example where the purchase of an airline ticket would be more economical than reimbursement at a per mile rate) it is expected that the employee will choose the least costly option.

Occasionally an employee may need to rent a vehicle while out of town. Again, it is expected that employees will use discretion in vehicle selection and select the least expensive option possible to accomplish the business objective of the trip. Employees authorized to rent vehicles, travelling on behalf of the University, do not need to take the rental car insurance since the University’s auto policy provides rental coverage.

NOTE: If an individual does not have sufficient funds to incur travel expenses and then be reimbursed, they may request an advance of funds from the Business Office. That advance should be in the form of a check request, with all the requisite account number and signatures of budget manager, and if applicable, a Senior Team Member.

Non-reimbursable Expenses

The following are examples of items that are considered personal expenditures and therefore not reimbursable by North Park:

- Alcoholic beverages
- In-room movies included on hotel bills
- Personal effects (newspapers, periodicals, etc.)
- Commuting between home and office
- Repairs or towing of personal vehicles
- Parking and/or traffic violation fines
- Valet and/or laundry services
- Personal phone calls
- Life or Travel accident insurance premiums paid
- Airline club memberships
- Payment for unused frequent flyer miles
- Gifts to individuals in lieu of meals and/or lodging

Spousal Travel

The university may, from time to time, authorize and fund the travel of a spouse if there is a clear and justifiable business reason to support such travel. The following guidelines apply to spousal travel:

- All spousal travel must be approved by the supervisor and Senior Team member well in advance.
- If the spouse is a full-time employee of the university, time away from campus while conducting university work will be regarded as regular paid work not vacation time.
- If the spouse is a part-time employee of the university, a predetermined stipend may be established as compensation for services rendered to the university. Those arrangements must be made in advance and have the written approval of the employee's supervisor and a Senior Team member.
- If the spouse is not an employee of the university, a contract is required to document the services to be provided to the university as well as documentation of the amount of any compensation paid to a spouse for service to the university. Those arrangements must be made in advance and have the written approval of the employee's supervisor and a Senior Team member.

Extended Travel

If the employee extends a stay in a location beyond what is required to conduct university business, the additional expenses (e.g. hotel, meals, car rental, etc.) incurred will be the responsibility of the employee.

Receipts

In order to be reimbursed, the employee must submit a Travel Reimbursement Expense request form and provide original receipts and documentation for all expenditures over \$25. Receipts must show the date, place and essential nature of the travel and of the expense (i.e. the business reason for the expense). Examples of documentation include itemized hotel statements including a paid receipt, airline boarding passes, cardholder copy of a credit card receipt etc. Restaurant receipts must include the name of each person in attendance and their relationship to the institution. Expenses which are not adequately documented will not be reimbursed.

Questions about this policy should be directed to the Business Office Accounts Payable Desk and/or the Director of Finance.

Appendix G – Social Media Policy & Guidelines

North Park University recognizes that social media is a relevant means of communication for the students, faculty, staff, alumni, and friends in our community. When used properly, social media posts demonstrate concern for members of the community and encourage growth, learning, and development.

As an institution, North Park University strives to be a part of the networks where our students, employees, alumni, and friends engage. You can find North Park through these social media channels:

- Facebook: <https://www.facebook.com/npuchicago>
- Instagram: <https://instagram.com/npuchicago>
- LinkedIn: <https://www.linkedin.com/school/northparkuniversity/>
- Twitter: <https://twitter.com/NPU>
- YouTube: <https://www.youtube.com/user/northparku>
- Vimeo: <https://vimeo.com/npu>

Social media tools can have a significant impact on organizational, professional, and individual reputations. Lines between personal and professional content, and between public and private content, are often blurred. Whether participating on behalf of the University, a University-related group, or in-

person, all users must follow the same behavioral standards online as they would in face-to-face or one-on-one interactions, and as set out in the student and employee handbooks.

Guidelines for Use

The following are general guidelines for student, faculty, and staff participation in any and all social media and online communications. Accounts or individuals who fail to comply with the guidelines may result in loss of privileges to use North Park sponsored networks and social media sites. Failure to comply may also result in disciplinary action.

A. Take Responsibility and Be Transparent

1. You are responsible for anything you post online. Reflect and use sound judgment before posting. Check your spelling and grammar.
2. Practice academic integrity. Never post content that invites academic dishonesty. Remember both the enabler and the student taking advantage of the material are equally guilty. Do not plagiarize—give proper attribution.
3. Practice personal integrity. Do not make or endorse reckless or malicious false statements. Never misrepresent or conceal your identity. Anonymous communications are unethical and have no credibility.
4. If writing in your personal capacity about University matters, make clear that the views you express are your own, not necessarily those of the University.

B. Respect Your Audience and Your Colleagues

1. Abide by the ethical, moral, and professional standards of North Park University as outlined in the Student Handbook, Employee Handbook, and Manual of Academic Personnel Policies. In particular, this includes the Policy against Discrimination, Harassment, and Retaliation.
2. Do not express, communicate, or link to libelous, defamatory, harassing, or pornographic content, even by way of example or illustration.
3. Never make statements or post photos or videos that directly or indirectly threaten harm (whether through violence, economic intimidation, exclusion, or other means) to an individual, group, or the University.
4. Do not promote illegal conduct such as sexual violence, vandalism, underage drinking, or involvement with controlled substances.
5. Except for legitimate academic or business purposes, members of the community should be mindful of their position of power over others and should avoid personal social media relationships with those individuals.

C. Respect the Property of Others

1. Respect intellectual property rights. Do not distribute copyrighted materials without the permission of the copyright owner. Do not use trademarks or logos without the owner's permission. Adhere to the user agreements (terms and policies) for each social media site.
2. When using North Park University-owned computers or the campus network to access social media sites, comply with all Acceptable Use policies.

D. Respect Confidentiality

1. Respect personal boundaries and individual privacy rights. Public disclosure of private facts may cause serious emotional or psychological injury.
2. Do not post sensitive personal identifying information (such as social security numbers, student identification numbers, addresses, or birthdates). Such information may enable identity theft.
3. Do not post any information about another person that is protected from disclosure by law or professional standards (such as medical information or student education records). Check with your program or department to determine whether it has a specific social media usage protocol to ensure compliance with professional and privacy requirements of particular fields or governing/accreditation bodies.

E. Respect the University's Interests

1. Do not post anything that interferes with your work, the University's educational mission, or the welcoming and diverse environment the University promotes as a Christian, city-centered, and intercultural institution.
2. If you find negative posts by a third party about the University, its faculty, staff, or students that you believe need a response by the University, contact the Office of Marketing and Communications.
3. Compliance with non-profit status:
As a 501(c)(3) organization, North Park University is "absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office" (see: <https://www.irs.gov/charities-non-profits/charitable-organizations/the-restriction-of-political-campaign-intervention-by-section-501c3-tax-exempt-organizations>). To safeguard the university's non-profit status, this prohibition applies to the university's social media accounts. While promoting particular candidates is improper, nonpartisan efforts to encourage members of the North Park community to vote are acceptable, as long as specific candidates or political stances are not part of the message.

F. Be Wary

1. People who communicate with you online may not be who they claim to be. They may have an improper motive or seek information to which they are not entitled.

2. Posted information is often repeated and linked to other sources—anything you post may go viral, including your off-hand comments.

Unacceptable Posts Will Be Removed

Actions that are unacceptable in other settings are also unacceptable on University social media channels. Posts or interactions that violate our community standards and policies will be removed at the discretion of the University. These include, but are not limited to, the following:

- Harassment in any form.
- Failure to respect the rights of others, such as the right to privacy.
- Forgery or other misrepresentation of one's identity.
- Distribution of copyrighted materials without the permission of the copyright owner.
- Posts containing personal attacks, profanity, nudity, hate speech, illegal material, or that otherwise violate the Social Media Guidelines.
- Advertising/soliciting for non-University-sponsored products, programs, and events.
- Spam

North Park-sponsored online forums should be used for discussion of general interests and issues relating to North Park, not specific individuals and situations.

The University cannot immediately review every comment posted on a North Park sponsored page. Opinions expressed are not necessarily those of the University and the University does not guarantee the accuracy of these posts.

Requests that content be removed from University social media channels, as well as comments about content, should be addressed to North Park University's Office of Marketing and Communications.

Complaints and Reporting Violations

If you feel that you have been harassed or victimized by another individual's social media use, please report it by following the complaint procedures outlined in the University's Policy against Discrimination, Harassment, and Retaliation. If the individual you have a complaint against is another member of the North Park community, the University will take all the appropriate steps as outlined in the applicable University policy.

Most social media channels offer a method for reporting offensive or harassing posts. For North Park sponsored sites, contact the University Marketing and Communications Office at feedback@northpark.edu.

Students may also find it helpful to seek the support and advice of their Resident Director, the University's Digital Content Specialist, another trusted North Park University staff member or the Dean of Students. Faculty and staff may contact Human Resources.

If you become aware of other violations of this Policy, please report the violation to the University Marketing and Communications Office at feedback@northpark.edu.

Faculty and Staff: Personal Profiles

North Park University employees may identify themselves as such on their various social media accounts, including blogs. However, even when you include a disclaimer that the opinions expressed are not those of the University, remember that your words and actions may still reflect to others the nature of our community and educational offerings.

Employees must abide by the University's Social Media Policy and the Guidelines set forth in this Policy. Employees should refrain from overuse of personal social media channels while working and are reminded that there is no expectation of privacy when using social networking sites during working time or using University equipment. The University reserves the right to review postings made during working time or using University equipment, including postings made on password-protected sites.

University-Sponsored Social Account Guidelines

Schools, departments, offices, athletic teams, and employee and student groups often benefit from social media engagement. The University permits groups to create social media channels using University resources. Before setting up a new official social media channel, permission must be obtained from the University Marketing and Communications (UMC) and/or the Vice President for Enrollment Management and Marketing. UMC will assist with setting up official North Park University social media accounts, designing them properly, and managing their settings.

There is no expectation of privacy when using University-sponsored social media sites and the University reserves the right to review all postings on such sites. University-sponsored sites may not be password protected without the express permission of University Marketing and Communication (UMC) and UMC must be given permission to access all password-protected, University-sponsored sites and social media accounts.

Posting on Behalf of the University

Only administration-designated employees are permitted to post on behalf of the University. If you receive an external request for comment "by the University" or an inquiry requiring a response on

behalf of the University, you should direct the request or inquiry to the Office of Marketing and Communications.

Social Media Takeover Guidelines

The primary purpose of social media takeovers is to showcase what life is like as a student at North Park University — from classes to clubs and activities to just hanging out with friends. You have been personally selected to use North Park’s social media accounts and to represent the University for up to 24 hours publicly. So have some fun!

During this time, you are encouraged to highlight your unique personality in a respectful and responsible way and to let the University’s followers get to know you and North Park a little bit better.

Here are some things we would love for you to share about:

- Classes and academic projects
- Your student organizations
- Life in Chicago
- Campus events
- Your job/internship
- Hobbies outside of school
- Volunteer work and service projects

However, because you are representing North Park University, you are to keep the University’s reputation in mind as you post at all times.

Here are some things we need you to stay away from sharing:

- Profanity
- Drug or alcohol use
- Personal attacks
- Pictures or videos containing nudity or other sexual content
- Personal information about individuals without their permission
- Commercial promotions
- Opinions regarding politics or University policies

Non-Interference with Applicable Laws

This Policy is not intended to restrict or interfere with the legal rights of any student or employee, including, but not limited to, any and all rights under the National Labor Relations Act, Title VI, Title VII, Title IX or other equal opportunity laws, or any whistleblower protection law.

Questions about this Policy

Please contact the Assistant Vice President of Human Resources if you have any questions about this Policy.

Appendix H- Temporary Remote Work Policy

Purpose

The purpose of this policy is to establish temporary, emergency guidelines for employees who request or are requested or required to work remotely from an alternative location other than their designated office building on campus. This may occur as either a North Park University-directed infection control precaution, based on a temporary closure of the Campus Office, or where otherwise advised or deemed appropriate based on current guidance from public health authorities. This policy is being implemented as an interim measure to ensure employee safety and business continuity during a public health crisis, but it is not intended to alter normal University policies, procedures, or remote work arrangements in any other respect. The policy introduces a set of criteria that supervisors and their employees can use to gauge whether working remotely is appropriate and supportable, given various elements of an employee's role, the expected duration of the public health crisis necessitating the remote working arrangements, and other legitimate business needs.

In addition, this policy outlines the approval process, general expectations for individuals working remotely, and information regarding frequently asked questions that may arise, including the level and type of reimbursable business expenses incurred to support employees in their alternative work locations ("Home Office" or "Remote Location"). The University reserves the right to modify this policy at any time, and it is the University's expectation that this policy will be rescinded once the public health crisis has concluded and/or the University is able to resume normal business operations.

Definitions

Temporary Remote Worker or Employee: An employee who is temporarily scheduled to work from a remote location other than the University Campus Office. *This policy does not apply to individuals who are seeking a long-term remote work arrangement. Further, for United-States-based individuals seeking the ability to work remotely as a reasonable accommodation under the Americans with Disabilities Act of 1990, as amended ("ADA") or any equivalent state statute, please see the University's policies regarding reasonable accommodations.*

Policy Requirements

Entering into a temporary remote working relationship is solely at the discretion of North Park University. Working remotely is not a contractual right, entitlement, or employee benefit and does not change the

terms and conditions of employment with the University. Prior to approving or directing employees to work remotely on a temporary basis, supervisors must ensure that the following conditions apply:

- The nature of the work to be performed from the Remote Location is operationally feasible.
- The position has tasks which are portable and can be performed away from the Campus Office.
- The overall quality and quantity of work performed in the Remote Location can be sustained by the employee.

Job Qualifications

To be eligible for temporary remote work under this policy, the employee's job should meet the following conditions:

Physical presence is not a job requirement in the short-term: "Live" collaboration required in job is limited; local physical presence is not an absolute necessity in the short term. If any essential functions of the position cannot be performed remotely, the job may not be qualified for a temporary remote work arrangement. Similarly, if in-person interaction with colleagues or students is necessary, or if coordination of work cannot be accomplished effectively while working remotely on this temporary emergency basis, the job is similarly not suitable for temporary remote work.

Will not burden the team (or budget) unfairly: Temporary remote status is a change that a) is financially manageable in the context of the public health emergency and b) does not create unfair burdens for the rest of the faculty and staff.

Performance is measurable: Performance in the role in which the employee is engaged is easily quantified and evaluated against specific targets, and the employee can be supervised adequately while working remotely on a temporary basis.

Access to equipment, documents, and data will not be impeded: If the job requires the employee to have immediate access to documents, equipment, data, or other information that, for technical, security, or other physical reasons is located and/or accessible only at the Campus Office, the job may not be eligible for remote working, or may only be appropriate for remote working for a very short duration.

Ability to Protect University data and confidential information: The role the employee holds must be one in which security measures can be implemented at reasonable cost to protect data.

In some emergency circumstances, the University may, in its sole discretion, implement remote-work arrangements for jobs that do **not** meet these conditions.

Other Business Considerations

Even if an employee and their job meet the requirements of this policy, there may be other business considerations (e.g., legal considerations, compliance issues, tax implications, and the like) that may result in denial of the request.

Approval Process

The approval process for employees to work remotely under this policy is as follows:

- The employee should review University policy to determine the viability and practicality of the temporary remote working arrangement.
- Where the remote working arrangement is being requested by the employee, the employee should detail the context for request, expectations, communication & if applicable travel plans, and how the role is conducive to remote working on a temporary basis. Once the Human Resources receives the request, in consultation with the supervisor, will consider the business impact, role suitability, and suitability when determining feasibility of the temporary remote working arrangement.
- If the supervisor supports the request, they will discuss it with Human Resources.
- Where the remote working arrangement is being directed by the University, the supervisor will discuss the arrangement and this policy with the employee to confirm remote work feasibility within these guidelines and that the proposed remote work location is suitable.
- Remote working arrangements must be approved by the employee's supervisor and HR.
- If the temporary remote working arrangement is approved, a transition date will be established, and approval will be communicated by the supervisor or HR.
- The details of the remote arrangement should be agreed upon in writing between the employee and their supervisor as soon as practicable. These details should include:
 - The anticipated duration of the arrangement
 - Hours of work
 - Work objectives and expected results
 - Safety responsibilities
 - Expense reimbursements
 - Timekeeping requirements (if non-exempt employee)
 - The requirement to adhere to all aspects of this policy and all other University policies

In the event the request is denied, the reasons for the denial will be provided to the employee.

Continuation of Remote Status

Approval contingent upon success of arrangement in University's sole discretion: During the first four weeks of remote status, the supervisor will conduct a review to evaluate the effectiveness of the

arrangement. After the initial four weeks, the supervisor and their employee will conduct a review of arrangement and expectations at least once a month or as needed.

Additional status reviews will be triggered by certain events: Any change in role, employee qualifications, policy violations, or significant performance decline will require a review of the remote arrangement and could result in a change in status and reconsideration of the temporary remote work arrangement.

Changing business conditions: The University reserves the right to terminate or modify the temporary remote work arrangement at any time in its sole discretion. It is the University's expectation that remote working arrangements under this policy will terminate upon the University's ability to resume normal operations after the public health emergency.

Employment Implications of Remote Arrangement

The temporary remote employee's duties, responsibilities, conditions of employment, rate of compensation, and benefits will be unaffected by the temporary remote work arrangement. All work hours and paid time off will continue to conform to the University's established policies and procedures. University-established disciplinary procedures and Code of Conduct policies will remain in force and are not affected by the employee working from a remote location.

Workplace Safety

The temporary remote worker agrees to maintain a safe work environment to comply with applicable safety rules and standards.

Workers' Compensation

Workers' compensation coverage is an insurance benefit that is available to all employees who are injured within the course and scope of their employment. Workers' compensation provides medical and indemnity benefits to the injured employee, and coverages vary by state in accordance with each state's statutes. All employees are required to report immediately any injuries sustained while working remotely.

Timekeeping for Non-Exempt Employees

All non-exempt employees approved for a temporary remote working arrangement under this policy must accurately and fully record and report all hours worked in accordance with the University's normal timekeeping policies and expectations. While employees will be paid for all hours worked in accordance with applicable federal and state laws, employees are not authorized to work any overtime hours without the express permission of their supervisor. Employees must also continue to take rest and meal breaks in accordance with applicable law and existing University policies. All overtime will be paid; however, employees who fail to accurately record hours worked will be disciplined.

Reimbursable and Non-Reimbursable Expenses

Unless otherwise required by law, the University will reimburse employees for all reasonable and necessary expenditures incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the University. In general, the reimbursement status of employees' expenses will be determined by the University's Reimbursable Expense Policy unless the expense is specifically addressed below. Additionally, the University reserves the right to use a preferred provider for any services or equipment that is provided as part of the temporary remote working arrangement.

Home office maintenance:

- Reasonable costs for office supplies that are difficult to obtain from the Campus Office will be reimbursed. All other supplies are expected to be obtained through the established University protocol.
- Reasonable costs for any additional monthly internet and telephone services in addition to what is already purchased by the employee for personal use that is necessary to perform the remote work for the duration of the temporary remote work period will be reimbursed. For example, if the employee already maintains internet and phone service suitable and sufficient for adequately performing the remote work, the employee should not incur any additional internet or phone expenses. However, if after consultation with the University, additional services, minutes, or bandwidth is necessary to perform the remote work, then such additional costs will be reimbursed by the University. The University will reimburse employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the University.
- If necessary for the remote work, the University may provide a laptop and/or phone.
- Employees will **not** be reimbursed for equipment or services that they purchase on their own without prior approval. , If expenses for equipment or services without prior approval be submitted as a reimbursable expense and inadvertently paid by the University, the employee will be required to reimburse the University, subject to any requirements of state or local law.

Unless otherwise required by applicable law, the University will not reimburse costs incurred for the following items:

- Office furniture (e.g., desk, chair), personal/home computers, hardware, and other accessories not necessary for discharge of the employee's job duties during this temporary remote working arrangement.

The University must pre-approve all reimbursable expenses under this policy. In addition, unless otherwise excused under applicable state or local law, all expenses for temporary remote office maintenance should be documented with receipts, regardless of amount. Reimbursement forms with receipts or other substantiating documentation (such as an employee's signed statement in the event

receipts or other documentation is lost or unavailable) should be submitted within 30 days. Reimbursements will be issued promptly, but unless otherwise required by applicable law, in no case later than December 31 of the calendar year following the calendar year in which the employee incurred the expense.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The University will not be liable for any taxes or penalties on any reimbursements.

Any employee who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment.

Data Protection/Privacy

The employee agrees to comply with the University's policy and data security policy. Consistent with this policy, employees must only use University electronic equipment that has been encrypted and meets all of the University's security requirements while working remotely or equipment that meets University-mandated security standards. Employees agree to provide a secure location for University-owned equipment and will not use, or allow others to use, such equipment for purposes other than University business. Employees are responsible for safeguarding all forms of University information while working remotely. Such information includes, but is not limited to: correspondence (including e-mail, instant messages, short messaging service, multimedia messaging service, facsimiles, or other forms of electronic communication), documents, photographs, audio/visual recordings, voicemail, and any other proprietary, confidential, or business-sensitive information belonging to the University. To protect University information, employees are required to abide by the following precautions:

- Employees **may not** allow others access to any University information.
- Employees should implement a strong password and may not provide their password to anyone.
- University information **may not** be stored in any cloud-based storage service except as pre-approved by the University.
- Employees **must** immediately notify the University of any potential security risk to University information or if any of their University equipment is lost, stolen, or otherwise compromised.
- Employees **may not** record conversations, phone calls, images, University meetings, or conversations with coworkers, supervisors or third parties with any recording device without consent of all parties who may be located in a two-party consent jurisdiction at the time of such recording, pursuant to prior approval from the University, or otherwise permitted by law, including as to the extent protected under Section 7 of the National Labor Relations Act.

The University will be responsible for maintaining, repairing, and replacing University-owned equipment issued to temporary remote workers. In the event of equipment malfunction, the employee must notify

their supervisor immediately. If repairs will take some time, the department will find alternative means to continue the temporary remote worker's work including, but not limited to, asking the temporary remote worker to report to the Campus Office until the equipment is usable.

All equipment, records, and materials provided by the University shall remain University property. The employees must return the University equipment, records, and materials upon request. All University equipment will be returned by the employee for inspection, repair, and/or replacement as needed or requested or upon termination of the temporary remote work arrangement or of an employee's employment. All equipment shall be returned within 5 business days of written notice to the employee.

All data sent, received, or stored on University equipment is the property of the University. Employees should have no expectation of privacy in connection with any data or information they send, receive, or store using University equipment. Employees who enter into a temporary remote work arrangement under this policy acknowledge and consent to the University's monitoring of the University equipment, including, but not limited to, intercepting, copying, printing, deleting or reading data and communications entering, leaving or stored on the University equipment.

Additional Resources/Contacts:

Please contact Human Resources with additional questions.

Appendix I- TITLE IX HARASSMENT & SEXUAL MISCONDUCT POLICY

Section 1. Introduction and Coverage

North Park University (hereinafter "NPU") is committed to providing a learning, working and living environment that promotes personal integrity, civility, and mutual respect in an environment free of sexual harassment, violence, and discrimination. Sex discrimination, sexual harassment, sex-based crimes, and sexual harassment violate an individual's fundamental rights and personal dignity.

NPU has a broad non-discrimination policy that exceeds the requirements under current law. As for gender, the NPU's policy provides that the NPU does not discriminate on the basis of gender, gender identity, or sexual orientation in its educational programs or in any other activities sponsored by the NPU, as required by Title IX of the Education Act of 1972 (and its amendments) and Title VII of the Civil Rights Act of 1968. This nondiscrimination policy extends to all applicants for admission to NPU, as well as all students who are full- or part-time, matriculated for a degree or not, and visiting students.

In addition, Title IX assigns further obligations upon colleges and universities like NPU to investigate and adjudicate complaints of sexual harassment. This policy applies to all such Title IX sexual harassment complaints. This policy applies to sexual harassment that meet the definition of Title IX involving students

and employees whether the harassment is alleged to have been committed by another student, faculty member, or staff member. Further, this policy does not apply to allegations by students against a non-student or non-employee of NPU.

To the extent that receipt of notice of Title IX prohibited conduct also triggers NPU's responsibilities under the Illinois Preventing Sexual Violence in Higher Education Act, this policy is also designed to meet NPU's concurrent obligations under those laws. This policy is also designed to comply with the Violence Against Women Act ("VAWA") (42 U.S.C. 13925) and its implementing regulations (24 C.F.R. 5.2001) if reauthorized.

NPU's Title IX Coordinator is Kim Edstrom Schiller, Old Main, Third Floor, 3225 W. Foster Avenue Chicago, IL 60625, Telephone Number 773.244.6276 keschiller@northpark.edu. Inquiries concerning the application of Title IX requirements may be directed to Ms. Schiller.

You may also contact the Office for Civil Rights, US Department of Education, John C. Kluczynski Federal Building 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604, Telephone: 312.730.1560, Facsimile: 312.730.1576. <mailto:OCR.Chicago@ed.gov>.

Section 2. Concepts and Definitions

A. Sexual Harassment: For purposes of this policy, Title IX definition of Sexual Harassment, which is conduct on the basis of sex, occurring within NPU's education program or activity, occurring within the United States, that satisfies one or more of the following:

1. An employee of NPU conditioning the provision of an aid, benefit, or service of NPU on an individual's participation in unwelcome sexual conduct, Quid Pro Quo
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to NPU's education programs or activities.
3. Sexual assault (as defined by the Clery Act) or dating violence, domestic violence or stalking as defined by the Violence Against Women Act (VAWA).

Acts that constitute sexual harassment take a variety of forms and may include but are not limited to the following unwelcome actions:

1. Propositions, invitations, solicitations, and flirtations of a sexual nature.
2. Threats or insinuations that personal employment, wages, academic grade, promotional opportunities, classroom or work assignments, or other conditions of employment or academic life may be adversely affected by not submitting to sexual advances.

3. Verbal expressions of a sexual nature, including sexual communications about a person's body, dress, appearance, or sexual activities; the use of sexually degrading language, name calling, sexually suggestive jokes or innuendoes; suggestive or insulting gestures, sounds, or whistles; sexually suggestive phone calls.
4. Sexually suggestive objects or written materials such as e-mail or internet communications, pictures, photographs, cartoons, text messages, videos, DVDs, or other recorded media.
5. Inappropriate and unwelcome physical contact such as touching, patting, pinching, hugging, or other sexually suggestive contact.
6. Stereotyping or generalizing about a group based on gender.
7. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v). "Sexual Assault" is defined by 20 U.S.C. 1092(f)(6)(A)(v) as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
8. "Dating violence" as defined in 34 U.S.C. 12291(a)(10). "Dating Violence" is defined by 34 U.S.C. 12291(a)(10) as 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 a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.
9. "Domestic violence" as defined in 34 U.S.C. 12291(a)(8). "Domestic Violence" is defined by 34 U.S.C. 12291(a)(8) as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Illinois, or by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Illinois.
10. "Stalking" as defined in 34 U.S.C. 12291(a)(30). The definitions of these terms as of the effective date of this policy are supplied below, but subject to change based on any revision to these laws. "Stalking" is defined by 34 U.S.C. 12291(a)(30) as engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.
11. "Education program or activity" includes locations, events, or circumstances over which the NPU exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

B. Consent: Consent is the equal approval, given freely, willingly, and knowingly, of each participant to desired sexual involvement. Consent is an affirmative, conscious decision – indicated or expressed clearly by words or actions – to engage in mutually accepted sexual contact. Engagement in sexual contact by force, threat of force, or coercion is not consensual. Lack of mutual consent is the crucial factor in any sexual harassment. Consent to some form of sexual activity does not necessarily constitute consent to another form of sexual activity. Similarly, consent to one sexual act does not necessarily constitute consent to any subsequent sexual acts. Silence without demonstrating permission does not constitute consent. Consent can only be accurately gauged through direct communication about the decision to engage in

sexual activity. Presumptions based upon contextual factors (such as clothing, alcohol consumption, flirtation, or dancing) are unwarranted, and should not be considered as evidence of consent. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and gauging consent. Talking with sexual partners about desires and limits may seem awkward, but serves as the basis for positive sexual experiences shaped by mutual willingness and respect.

Faculty and staff members and other persons of authority should be sensitive to questions about mutuality of consent that may be raised and to the conflicts of interest that are inherent in personal relationships that result from professional and educational interactions. Sexual harassment is particularly damaging when it exploits the educational dependence and trust between students and faculty/staff. When the authority and power inherent in faculty/staff relationships with students, whether overtly, implicitly, or through misinterpretation, is abused in any way, there is potentially great damage to the individual student, to the respondent individual, and to the climate of the institution.

C. Incapable of Giving Consent: An individual may be incapable of giving consent due to incapacitation, substantial impairment, or other factors. Incapacitation is a state in which someone cannot make rational, reasonable decisions because the person lacks the capacity to give knowing consent (e.g. to understand the “who, what, when, where, why, or how” of their sexual interaction). An individual who is not incapacitated, but is substantially impaired, may be incapable of giving consent. Examples of incapacitation and substantial impairment include, but are not limited to, being:

1. Unconsciousness
2. Being frightened
3. Physically or psychologically pressured or forced
4. Feeling intimidated
5. Incapacitated because of a psychological or physiological health condition or disability
6. Incapacitated because of voluntary or involuntary intoxication or use of drugs or alcohol
7. Age
8. Intellectual disability
9. Deceptive or forced administering of any drug, intoxicant, or controlled substance.

D. Unwelcome Behavior: Unwelcome behavior is an action that is not solicited or invited, and is undesirable or offensive. Behavior or action that is perceived to be voluntary or consensual may not necessarily be welcome. Power relationships, intimidation, and/or fear of consequences may be contributing factors in this determination.

E. Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

F. Force: Force is the use of physical violence or superior strength, and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that overcome resistance or produce the appearance of consent.

Section 3. Immediate Actions for Victims of Sexual Violence

A victim of sexual violence should immediately:

- Get to a safe place
- Tell a trusted person about the incident
- Call 911 or the Office of Campus Safety and Security 773.244.5600 and/or go directly to the emergency room at any local hospital for medical attention. The closest hospital to the NPU's facilities is:

Swedish Hospital
5140 N. California
Chicago, IL 60625
773.878.8200

*Note that this hospital has a SANE nurse (Sexual Assault Nurse Examiner)

It is important that the physical evidence of the violence be preserved. Do not wash hands, shower, douche, urinate, consume liquids or food, brush hair or teeth, or change clothes immediately following the incident. Making sure evidence is collected does not obligate the complainant to pursue any action, but does leave all options open.

The complainant can request an advocate or other support person during an examination at a hospital. An advocate is available from Resilience, 888.293.2080

The complainant is not obligated to talk to the police, but the police will be called to the emergency room.

Hospitals are required to report felony crimes (rape is a felony crime) but if the complainant is over 18, the victim's name does not have to be disclosed.

Section 4. Relevant Considerations

A. Relationships Involving Authority or Power

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When one party has any professional responsibility for another's academic or job performance, or professional future, NPU considers sexual relationships between the two individuals to be a basic violation of professional ethics and responsibility. This includes but is not limited to sexual relationships between faculty and their students, or between supervisors and their employees, even if deemed to be mutually consenting relationships. Because of the imbalance of these relationships, "consent" may be difficult to assess, may be deemed not possible, and may be construed as coercive. Such relationships also have the potential to result in claims of sexual harassment. With regard to sexual or romantic relationships between a supervisor and employee, NPU may require the individuals to be reassigned, if feasible, or may require one or both individuals to separate employment.

Persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor and will likely result in the necessity to remove the employee from the supervisory or evaluative responsibilities, or shift a party out of being supervised or evaluated by someone with whom they have established a consensual relationship. This includes RAs and students over whom they have direct responsibility. While not all relationships are prohibited by this policy, failure to timely self-report such relationship to a supervisor as required can result in disciplinary action for an employee.

B. Intention vs. Impact

The fact that someone did not intend to engage in sexual harassment against an individual is not considered a sufficient explanation or defense to a complaint of sexual harassment. For example, in some instances, cultural differences may play a role in the interpretation of behavior, by either the complainant or respondent, which may result in a complaint of sexual harassment. It is expected that all members of the NPU community are knowledgeable about what constitutes sexual harassment under this policy. Although the respondent's perceptions will be considered, in most cases it is the effect and characteristics of the behavior on the complainant, and whether a reasonable person in a similar situation would find the conduct offensive that determines whether the behavior constitutes sexual harassment.

C. Academic Freedom

NPU adheres to the principles and traditions of academic freedom. Academic freedom is a privilege of all faculty, and applies to NPU activities including teaching and research. Each faculty member may consider, in his or her class or studio, any topic relevant to the subject matter of the course as defined by the appropriate academic unit. However, these freedoms must be balanced with the rights of others not to be sexually harassed. It is therefore understood that the principles of academic freedom permit topics of all types, including those with sexual content, to be part of courses, lectures, and other academic pursuits.

If there are questions about whether the course material or the manner in which it is presented falls within the definition of sexual harassment, the concerned party(ies) should contact the Title IX Coordinator (see below).

D. Relationship to Criminal Laws Regarding Sexual Crimes

Conduct need not rise to criminal activity under state, federal or local in order to constitute a violation under this policy.

Section 5. Responsibilities of the NPU Community

A. Reporting Responsibility

Any member of the NPU community who is consulted about, observes, and/or witnesses behavior involving potential sexual harassment (see definition above) is strongly encouraged to report it to one of the Designated Reporting Officers (see list below). In addition, to the extent possible, the reporting member of the NPU community should advise the person experiencing the sexual harassment of the NPU Title IX Harassment & Sexual Misconduct Policy and encourage the person to promptly report the harassment to a Designated Reporting Officer.

NPU can only act if its Designated Reporting Officer receives actual knowledge of a complaint of a violation that is covered by this policy.

B. Cooperation.

All members of the NPU community are strongly encouraged to cooperate and participate in inquiries and investigations, appear at any hearing as requested, and cooperate with resolutions of complaints and implementations of sanctions, as applicable. Failure to cooperate may impact the results of an investigation.

C. Support of Witnesses and Bystanders/Bystander Intervention

Since the safety of the community is important to everyone, members of the NPU community are strongly encouraged to offer help and assistance to others in need, including preventing sexual harassment. While individuals are sometimes hesitant to offer assistance for fear that they might be subject to sanctions for other concurrent policy violations (such as alcohol violations), NPU will consider providing an educational intervention as opposed to sanctions or discipline for those who offer assistance.

Section 6. Compliant Procedure

A. Reporting Sexual Harassment to NPU

NPU strongly encourages any student or employee who has experienced sexual harassment to immediately report this, seek assistance, and pursue NPU action. Reports of sexual harassment may be made at any time to the following Designated Reporting Officers via phone, email, or in-person:

Kim Edstrom Schiller
Title IX Coordinator
Old Main, 3rd Floor
773.244.6276
keschiller@northpark.edu
titleix@northpark.edu

Ingrid Tenglin
Assistant Vice President, Human Resources
EO Coordinator
Old Main, 3rd floor
773.244.5601
itenglin@northpark.edu
hr@northpark.edu

Additionally, reports may be mailed to the attention of a Designated Reporting Officer at:

North Park University
3225 W FOSTER AVE
BOX 1
CHICAGO IL 60625

While anonymous reports of sexual harassment are accepted, anonymity may limit the NPU's ability to conduct an effective inquiry and take action concerning the report. Confidential resources are available to those who believe they have been subject to sexual harassment to help understand the resources available and the grievance process, as further described in this policy.

NPU's students, faculty, or staff are all considered **NON-CONFIDENTIAL** reporters, and are *strongly encouraged* to notify one of the Designated Reporting Officers (DRO) above and provide as much information as possible.

B. Contacting a Confidential Support Resource (CSR)

A student that has experienced sexual harassment may also contact a Confidential Support Resource (CSR). CSRs are those members of the community who are designated as professionals who can receive confidential communication and information regarding possible sexual harassment in the context of a professional relationship with the reporter of that information. These professionals are not obligated to provide any information to a DRO or law enforcement entity, but do have a duty to report if there is an imminent danger to the reporter or others. Confidential Reporters provide advice, support, and guidance about how to manage the situation following sexual violence without instituting an investigative action. The report to this person remains confidential. The CSR designee can play the role of a counselor, confidant, or resource, or provide other support to the person making the report. It is hoped that a CSR who receives a report will notify a DRO that a report has been received, but is not obligated, unless permitted by the reporter, to reveal the name or any other identification of the person making the report. Discussions with a confidential source are not considered a report to the NPU, or a request that the NPU take any action in response to the report.

Current Confidential Reporters are found in the following organizations:

- Counseling Support Services, 773.244.4897
- Health Services, 773.244.4897
- Campus Co-Pastors, 773.244.4982 or 773.244.4983

C. Reports to Police of Sexual Violence

Sexual violence may constitute a criminal act. NPU is not required to make a report of sexual violence to a police for any person 18 years of age or older. Depending upon the circumstances, NPU may, in its discretion, report allegations of sexual violence to the police. Upon a complaint of sexual violence, if the complainant or person who experienced sexual violence is under age 18, or under 21 *and* physically or mentally impaired, a report must be made. In the case where a report is not required, NPU strongly encourages complainants who have experienced sexual violence to file a police report. NPU can help to facilitate a meeting between police and the complainant, should they want to report and allegation. A member of the police department has a responsibility to uphold and enforce the law even if the person reporting the violence does not want to participate in the process or make a complaint. If the person who experienced the sexual violence is at a hospital, the emergency room staff are required to report felony crimes to the police. If the complainant is 18 or older, their name does not have to be disclosed. If the person who is believed to have experienced sexual violence is under the age of 18, or under 21 and physically or mentally impaired, the Designated Reporting Officer is required to report the violence to the appropriate social service agency and the police, who may then contact the parent or legal guardian.

D. Contact of Parent/Guardian

In some instances when there is a health or safety concern involving a student, the NPU may decide to notify a parent or guardian of a student aged 18 or older. In making this decision, the desire of the

complainant will be considered along with the need to protect their safety and that of the campus community. NPU will notify a parent or guardian of student under the age 18 in the event of a reported incident.

Section 7. Confidentiality

The fact that a complaint has been filed will be made known to the respondent and their advisors (see role of advisor in Investigation Section). In addition, NPU may disclose information gathered in connection with its investigation, as well as the adjudication of the complaint, to the parties and their advisors. Otherwise, NPU will keep such information confidential except as required by law, or to carry out any investigation or hearing related to the report or complaint. To protect the integrity and credibility of the process, all parties and witnesses are expected to maintain the confidentiality of the process. Should the need arise for parties and/or witnesses to share with others information regarding this process, they are encouraged to confer with the Designated Reporting Officers before taking this action.

Section 8. Procedure for Adjudicating Complaints

A. Initiating Supportive Measures

When a Designated Reporting Officer has actual knowledge of a report of sexual harassment, the Title IX Coordinator shall promptly respond by contacting each complainant, informing the complainant of available supportive measures, describing the process for filing a formal complaint, and making supportive measures available to the complainant with or without the filing of a formal complaint. If supportive measures are not provided to a complainant, NPU will document the reasons why.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve equal access to education and will be customized to each complainant's needs. These measures may include things like moving a complainant or respondent's seat in a class; alternate housing arrangements; modified work schedules; a no-contact order; course-related adjustments; revised class schedules; deadline extensions; counseling; leaves of absence; and increased campus escort services and other security services.

B. Removal of Respondent

NPU may remove a respondent from NPU's education program or activity on an emergency basis if, after NPU conducts an individualized safety and risk analysis, it determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In this circumstance, NPU will provide respondent with notice of the decision and an opportunity to challenge the decision immediately after removal. Nothing in this section

prohibits NPU from placing an employee on administrative leave. This does not change the fact that a respondent is presumed to be innocent prior to the investigative and decision making process.

C. Initiating the Grievance Process

If a complainant wishes to make a formal complaint of sexual harassment, or if the Title IX Coordinator wishes to make a formal complaint of sexual harassment, NPU will initiate the grievance process set forth in this Policy. The Title IX Coordinator will endeavor to follow the wishes of the complainant, and may only initiate a formal complaint against the wishes of a complainant if in the Title IX Coordinator's discretion they determine not initiating a formal complaint would be clearly unreasonable in light of the known circumstances. Where appropriate, the Title IX Coordinator may consolidate formal complaints.

Whenever a formal complaint is filed, the Title IX Coordinator shall promptly initiate the Grievance Procedure as set forth below.

NPU is not obligated to initiate an investigation if it is plain from the face of the complaint that the complaint does not present a question of violation of the policy. In such circumstances, NPU shall notify the parties of that finding in writing.

D. Investigation Process

1. Upon receipt of a formal complaint, NPU will provide the parties with notice regarding the grievance process and the allegations of sexual harassment contained in the formal complaint ("Notice").

The Notice will include:

- A meaningful summary of all of allegations,
- The identity of the involved parties (if known),
- The precise misconduct being allege
- The date and location of the alleged incident(s) (if known),
- The specific policies implicated,
- A description of the applicable procedures,
- A statement of the potential sanctions/responsive actions that could result,
- A statement that the University presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination,

- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity to inspect and review all directly related and/or relevant evidence obtained during the review and comment period,
 - A statement about the University's policy on retaliation,
 - Information about the privacy of the process,
 - Information on the need for each party to have an advisor of their choosing and suggestions for ways to identify an advisor,
 - A statement informing the parties that the University's Policy prohibits knowingly making false statements, including knowingly submitting false information during the resolution process,
 - Detail on how the party may request disability accommodations during the interview process,
 - The name(s) of the Investigator(s), along with a process to identify, in advance of the interview process, to the Title IX Coordinator any conflict of interest that the Investigator(s) may have, and
 - An instruction to preserve any evidence that is directly related to the allegations.
2. Upon receipt of a formal complaint, NPU will assign an impartial investigator(s) free of any conflict of interest to conduct an investigation. The investigator(s) may be an employee of NPU or an agent of the NPU, and will be properly trained in accordance with Title IX regulations. Determination will be made if the complaint should proceed under this Title IX/Sexual Misconduct policy or the University policy against Discrimination, Harassment and Retaliation.
 3. The parties will be given sufficient time to review the Notice and to prepare a response before the initial investigatory interview with the investigator.
 4. All parties may utilize an advisor to act as a resource during the grievance process. An advisor may, but need not be, an attorney. During the investigation, a party's advisor may be present at any time that party is being interviewed and may provide support to the party during the interview. However, during the investigation, the advisor may not speak on behalf of the party. A faculty respondent may utilize another member of the faculty as their advisor, but is not required to do so.
 5. After being given sufficient time to review the Notice and prepare a response, the Investigator shall conduct an investigation that may include witness interviews and review of documents or other relevant evidence necessary to evaluate whether or not a policy violation occurred. Both parties will be provided an equal opportunity to produce inculpatory and exculpatory information and identify possible witnesses. No party will be restricted from discussing the allegations or presenting relevant evidence. NPU, chiefly through its investigator, shall have the burden of gathering information sufficient to reach a determination regarding responsibility. Nothing in this policy obligates the investigator to interview all of the witnesses designated by a party if such interviews would be duplicative or irrelevant.

Interviews for parties and all potential witnesses may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the Investigator(s), parties and/or witnesses determine that to be the most effective means. The University will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

6. At the conclusion of the investigation, the investigator shall provide both parties and their advisors with a copy of all relevant evidence. Each party will be given at least 10 days to review the evidence, and submit a written response (if any) for the investigator's consideration.
7. The investigator shall then prepare a written Investigation Report fairly summarizing the relevant evidence, and provide a copy to both parties. The investigator shall submit this Investigation Report to the parties no less than ten days before any scheduled hearing. Each party may submit a written response to the Investigation Report. The purpose of the Investigative Report is to summarize factual findings, not conclusions as to whether a policy violation occurred. The investigator may also make findings that go to the credibility and cooperation of witnesses.

E. Hearing Process

1. NPU shall appoint a Decision Maker and Hearing Panel to preside over a live hearing, and Panel Members, not to exceed three (3) individuals to participate in the live hearing, to be conducted promptly after the conclusion of the investigation. The Decision Maker and Panel Members may be an employee of the Institution other than the Title IX Coordinator, or a third-party agent of NPU. The Decision Maker and Panel Members shall be free of any conflict of interest pertaining to the parties, and will be properly trained in accordance with Title IX regulations. The Decision Maker and Panel Members shall presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
2. NPU shall make arrangements for the hearing to be recorded or otherwise transcribed. If requested by either party, NPU shall make arrangements for the hearing to be conducted such that the parties need not be physically present in the same room, but situated in such a way using technology that the parties and decision makers can simultaneously see and hear any party or witness answering questions.
3. Each party must have an advisor during the hearing. The advisor may, but need not be, an attorney. If a party does not have an advisor, NPU will assign the party an advisor without charge.
4. The hearing will not be open to the public, and attendance will be limited to the Decision Maker, Panel Members, investigator, the parties, their advisors and advocates, if requested, and relevant

witnesses. Parents or legal guardians may be permitted to attend depending upon the circumstance, and each party will be given equal opportunity in this regard.

5. Relevant evidence shall be presented at hearing, including testimony from the investigator and all relevant witnesses. Each party, or their advisor, may ask the investigator and witnesses relevant questions. Whether or not evidence is relevant, or a question is relevant, lies within the sole discretion of the Decision Maker. Questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant unless offered: (1) to prove that someone other than the respondent committed the act; or (2) concern specific incidents of the complainant's prior sexual behavior with respondent for purposes of proving consent. The Decision Maker will evaluate all questions, and make a relevance determination before the question is answered. If the Decision Maker determines any evidence, or any question, is not relevant, they will state the basis for this finding before excluding the evidence or the question.
6. At the conclusion of the hearing, the Decision Maker and Panel Members will take the matter under advisement and promptly issue a written Determination Letter regarding responsibility, evaluating whether preponderance of evidence shows whether the respondent did or did not violate the Policy. The Decision Maker and Panel Members shall perform an objective evaluation of all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based on a person's status as a complainant, respondent or witness. The Determination Letter will: (1) identify the allegations potentially constituting sexual harassment; (2) describe the procedural steps taken since the formal complaint, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the Policy; (5) a statement, including the rationale for, the result as to each individual allegation including a determination of responsibility; (6) any disciplinary sanctions imposed upon the respondent, and any remedy designed to restore or preserve equal access to the NPU's education program or activity; and (7) the procedure and permissible bases for either party to appeal the determination. The Determination Letter shall be provided to the parties simultaneously.
7. If a party is found responsible, the Decision Maker may consider the nature and severity of the violation, prior violations by the respondent, and statements from the complainant regarding the impact of the conduct when considering possible sanctions. Sanctions may include, but are not limited to:
 - a. Requirement of an apology
 - b. Written warning or letter of reprimand
 - c. No contact order between person who filed the accusation and the respondent
 - d. Release of the respondent from campus-controlled housing
 - e. Reassignment of one of the parties to a different residential location
 - f. Change of class schedule of one of the parties
 - g. Requirement to undergo additional training concerning sexual assault, sexual violence, and/or substance abuse
 - h. Requirement to participate in appointment(s) with a specialized counselor

- i. Requirement for participation in community service related to prevention of sexual assault or violence
 - j. Placement on probation
 - k. Prohibition from participation in selected activities or organizations
 - l. Suspension from NPU
 - m. Dismissal from NPU
8. Any sanction will be imposed immediately unless implementation is temporarily stayed by the Title IX Coordinator, pending the outcome of any appeal. If neither party appeals the decision within 14 days of the release of the findings (see below), the sanction will be implemented upon expiration of the appeal deadline. If no stay is requested and no appeal is made, the decision of the Decision Maker will be final.

F. Dismissal of Formal Complaints

1. NPU must dismiss a formal complaint if the conduct alleged: (1) would not constitute sexual harassment as defined by this Policy if proved; (2) did not occur in NPU's education program or activity, or in the United States.
2. NPU may dismiss a formal complaint if at any time during an investigation or hearing: (1) a complainant notifies the Title IX Coordinator in writing of their desire to withdraw the formal complaint or allegations within; (2) the respondent is no longer enrolled in or employed by NPU; or (3) specific circumstances prevent NPU from being able to gather sufficient information to reach a determination as to the formal complaint or allegations within it.
3. Dismissal of a formal complaint does not preclude action under any other NPU policy. For instance, with regard to a complaint against a faculty or staff member, depending upon the circumstances NPU may choose to proceed with disciplinary action regardless of the dismissal of a complaint under this policy.

G. Appeal Procedure

1. While either party may appeal the Decision Maker's determination, appeals are limited to the following situations: (1) a procedural irregularity that affected the outcome of the matter; (2) new evidence that was not reasonably available at the time of the determination or dismissal was made, which could affect the outcome of the matter; or (3) the Title IX Coordinator, investigator, or Decision Maker or Panel Members had a conflict of interest or bias for or against a parties generally, or the individual complainant or respondent, that affected the outcome of the matter.

2. A party may appeal by submitting written notice of its desire to appeal (“Notice of Appeal”), which must include a brief, plain statement describing the permissible basis for appeal, within 14 days of the issuance of the Determination Letter.
3. Upon receipt of a timely Notice of Appeal, NPU shall assign an impartial Appeal Officer, free of any conflict of interest, to preside over the appeal. The investigator may be an employee of NPU or an agent of NPU, and will be properly trained in accordance with Title IX regulations.
4. Upon receipt of a timely Notice of Appeal, NPU shall provide written notice of the appeal to all parties. Each party will be given 15 days to prepare and submit a written statement in support of, or challenging, the Determination Letter.
5. The Appeal Officer shall review all written statements, and in turn, issue a written statement regarding their decision with respect to the appeal, describing the rationale for their decision (“Appeal Determination”). The Appeal Determination will be provided to the parties simultaneously. The Appeal Determination is final.
6. During the appeal process, NPU will make available reasonable and equitable supportive measures based upon the specific needs of the parties, if any.

H. Informal Resolution

1. Except where an employee is alleged to have engaged in sexual harassment as to a student, the parties may mutually agree to informally resolve a formal complaint at any time before a Determination Letter is issued.
2. If a party wishes to explore informal resolution, NPU shall issue a notice to all parties describing the informal resolution process, the allegations, the requirements of the informal resolution process, that any party may withdraw from the informal resolution process before it is completed, and how any records generated as part of the informal resolution process will be maintained.
3. To complete informal resolution, the parties must voluntarily consent to informal resolution in writing.
4. The Title IX Coordinator may look to the following factors to assess whether informal resolution is appropriate:
 - The parties’ amenability to informal resolution;
 - Likelihood of potential resolution, taking into account any power dynamics between the parties;
 - The parties’ motivation to participate;
 - Civility of the parties;
 - Results of a violence risk assessment/ongoing risk analysis;
 - Disciplinary history;
 - Whether an emergency removal is needed;

- Skill of the informal resolution facilitator with this type of allegation;
- Complaint complexity;
- Emotional investment/capability of the parties;
- Rationality of the parties;
- Goals of the parties;
- Adequate resources to invest in informal resolution (time, staff, etc.)

The ultimate determination of whether informal resolution is available or successful is to be made by the Title IX Coordinator. The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions. Results of complaints resolved by informal resolution are not appealable.

I. Continuances

A request to continue or reschedule a hearing or other event under this policy will be granted if all parties consent to the request. If a party does not consent, the request will only be granted for good cause shown.

J. Failure to Comply With Sanctions

All Respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final Decision-maker(s) (including the Appeal Chair/Panel).

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from the University and may be noted on a student's official transcript.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

Section 9. False Claims

A complaint or report that NPU's Title IX and Sexual Misconduct Policy has been violated is a serious matter. Dishonest complaints or reports, or knowing submission of false information, tampering with or destroying evidence, are also against our policy, and NPU will take appropriate action up to and including expulsion if its investigation determines that deliberately dishonest and/or bad faith accusations have been made. Note that insufficient proof that sexual violence has occurred is not the same as a false allegation.

Section 10. Retaliation Prohibited

Retaliation is defined as any effort to intimidate, threaten, coerce, or discriminate against any individual: (1) for making a report or complaint under this Policy, or for testifying, assisting, participating, or refusing to participate in any investigation or hearing under this Policy; or (2) for the purpose of interfering with the Grievance Procedure. The terms “intimidate, threaten, coerce, or discriminate” include charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances contained in a report or complaint of sexual harassment. If anyone involved in the investigative process (complainant, respondent, witness) feels that they are experiencing retaliation, they should report that activity to a Designated Reporting Officer, and the allegation will be dealt using the Grievance Procedure in this Policy, and if an individual is found responsible they will be subject to sanctions.

Section 11. Retention of Records

All records of reports, complaints, supportive measures, investigations, hearings, outcomes, sanctions, and appeals will be retained for seven years. Records will be kept in a confidential and secure location and only made available to Designated Reporting Officers, other appropriate NPU officials, or other authorized individuals as required by law. NPU will also maintain any and all records in accordance with state and federal laws.

Section 12. Prevention and Education

NPU provides all members of the student body, faculty, and staff with training concerning prevention of sexual harassment, substance abuse, domestic violence, and stalking through programming and educational activities throughout the academic year.

Section 13. Interplay with Faculty/Staff Policies

NPU may take employment disciplinary actions up to and including discharge of employment of a faculty or staff member that is the subject of a complaint under this policy. NPU need not wait until the final adjudication under this policy to take such disciplinary action. If the faculty or staff member wishes to file a grievance in connection with such disciplinary action, they may do so after the conclusion of the investigation, grievance, and hearing process. NPU may rely upon the information collected in the investigation of a complaint under this policy in connection with any disciplinary grievance. In any case, NPU will not re-hear facts or issues already adjudicated under this policy in a subsequent disciplinary grievance.

Section 14. Local Resources

1. Porchlight Counseling Services
847.328.6531(office)
773.730.7077(helpline)
<http://www.porchlightcounseling.org>
2. RAINN: Rape, Abuse & Incest National Network
RAINN is the nation's largest anti-sexual assault organization. 800.656.HOPE (helpline)
<https://www.rainn.org/>
3. Resilience 312.443.9603 or 888.293.2080
<http://www.ourresilience.org/>
4. Swedish Hospital (Closest Medical Facility) 773.878.8200
<http://www.swedishcovenant.org/>
5. YWCA - Sexual Assault Support Services
Operating 24 hours a day, 7 days a week, the Rape Crisis Hotlines provide free numbers where survivors of sexual assault and their significant others can call to receive confidential, immediate assistance.
888.293.2080
<http://www.ywcachicago.org/>

