

2025

Employee Handbook



BELMONT
UNIVERSITY

Updated Mar 2025

TABLE OF CONTENTS

.....	
LETTER FROM THE PRESIDENT	1
INTRODUCTION.....	2
NONDISCRIMINATION STATEMENT	2
BELMONT UNIVERSITY MISSION, VISION & ASPIRATIONAL AIM.....	3
THE ROLE OF THE BOARD OF TRUSTEES	4
BELMONT HISTORY	4
I. EMPLOYMENT.....	5
A. Office of Human Resources	5
B. University Staff Advisory Council	5
C. Staff Responsibilities	5
D. Identification Card.....	6
E. Automobile Registration and Parking.....	6
F. Re-employment.....	6
G. Reporting Changes in Personal Information	6
H. Job Posting	6
I. Background Checks	7
J. I-9 Verification and E-Verify Compliance	7
K. Transfers and Promotions.....	7
L. Employment of Family Members	7
M. Personnel File	7
N. Outside Employment.....	8
O. Current Employees in Adjunct Teaching Roles	8
P. Leaving Belmont.....	8
Q. Reductions to Employment	9
R. Training and Professional Development	9
II. COMPENSATION.....	10
A. Performance Management.....	10
B. Definitions of Employment Status	10
C. Non-Exempt Employees and Exempt Employees.....	11
D. Work Schedules and Overtime.....	11
E. Critical Services and Emergency Personnel	11
F. Payroll Schedules.....	12
G. Holiday Pay	12

H. Call-Back Pay	12
I. Payroll Deductions	12
J. Service Awards	13
K. Positions Funded by Grants or External Contracts.....	13
III. Time Off.....	14
A. Absent with Pay.....	14
Bereavement Leave	14
Holiday Leave	14
Jury/Subpoena Duty	15
Military Training	15
Parental Leave	15
Leave to Care for Vulnerable Children	16
Sick Leave	17
Vacation Leave.....	17
Faculty Paid Medical Leave (FPML).....	20
Faculty Absence from Class.....	20
Catastrophic Leave Donation Policy	20
Faculty and Staff Benevolence fund	20
B. Absent Without Pay	21
Family Medical Leave Act (See FMLA Poster – Appendix 1).....	21
Calculations for FMLA Intermittent Leave for Faculty	22
Military Family Leave Entitlements Under FMLA	23
Tennessee Maternity and Paternity Leave	23
Uniformed Services Employment and Re-Employment Rights Act.....	24
IV. Employee Benefits	25
A. Insurance Benefits	25
Health Insurance.....	25
Dental Insurance.....	25
Vision Care Plan.....	25
Tax Saving Spending Accounts	25
Life Insurance.....	26
Optional Life Insurance.....	26
Long-Term Disability Insurance	26
Workers’ Compensation Insurance	26
Continuation of Insurance Benefits (COBRA)	26
Health Benefits for Pre-65 Retirees	27

Supplemental Insurance	27
B. Social Security	27
C. Tuition Reduction Benefit for Undergraduate Programs.....	27
D. Tuition Exchange Program.....	30
E. Employee Tuition Reduction for Graduate Programs	30
F. Employee Tuition Reduction Benefit for Ph.D. in Strategic Leadership in Education ...	31
G. Spouse Tuition Reduction in Graduate Programs.	32
H. Retirement Plan Options	33
I. Faculty Phased Retirement	33
J. Athletic Pass	33
K. Retirement Gift.....	34
L. Mental Health & Employee Assistance Program (EAP)	34
M. Health Services and Belmont University Pharmacy.....	34
N. Check Cashing.....	34
O. The BruinShop Discount and Charge Policy	34
P. Library.....	35
Q. Fitness & Recreation	35
R. Bruin Bucks	35
S. Wellness Program	35
V. Policies and Guidelines	36
A. Sexual Harassment and Sexual Misconduct Policy	36
B. Nondiscrimination Policy	51
C. Purchasing Policy and Guidelines	53
D. Travel and Business-Related Expense Policy	588
E. Personal Gift Policy	68
F. Mail Center Policy	69
G. Whistleblower Policy	69
H. Copyright Policy.....	69
I. Information Technology Policies.....	70
Acceptable Use Policy	70
Privacy and Security.....	71
Violations	72
J. Key Control Policy	73
K. Environmental Policy Statement	73
L. Solicitation Policy.....	73
M. Pets and Other Animals on Campus	74

N. Faculty and Staff Office Spaces	74
O. Service of Legal Papers	75
P. Privacy Rights of Students	75
Q. Grievance Policy	76
R. Hope, Unity and Belonging	77
S. Dress Code Policy	77
T. Anniversary Date Policy	77
U. Authorization to Use Photograph or Video	78
V. Privacy Policy.....	78
W. Accommodations for Employees with Disabilities	78
X. Pregnancy Workers Fairness Act Policy	79
Y. Mission Trips.....	79
Z. Code of Ethics.....	79
AA. Indemnification Provision	80
BB. Conflict of Interest Policy: Directors and Officers	80
CC. Conflict of Interest Policy: Faculty and Staff	81
DD. Policy on Lactation Rooms	82
EE. Publicity, News Media and Social Media	82
FF. External Data Release Policy.....	82
VI. Safety and Wellness	83
A. Policy on Safety and Health	83
B. Employee Drug and Alcohol Policy and Drug-Free Workplace Policy.....	83
C. Dependents in the Workplace.....	85
D. Protecting Minors on Campus Policy.....	85
E. Workplace Violence Policy	86
F. Hazard Communication Policy	86
G. Tobacco Free Policy	86
H. Belmont Driver Safety Policy	87
I. Campus Emergency Plan	88
J. Belmont University Emergency/Weather Communications	88
K. Fire Prevention Policy	89
L. Workers' Compensation – Reporting an Accident	89
M. Campus Security Disclosure.....	90
N. Weapons on Campus	90
VII. APPENDIX 1, FMLA Poster	92
VIII. APPENDIX 2, HAZARD COMMUNICATIONS POLICY	93

IX. APPENDIX 3, PENALTIES RELATED TO DRUG OFFENSES	95
X. APPENDIX 4, STRATEGIC PATH TO 2030	99

LETTER FROM THE PRESIDENT

Dear Colleagues,

We are in the midst of an incredibly exciting time in Belmont's history, and I'm delighted you've decided to join our effort to become the leading Christ-centered university in the world, radically championing life abundant for all people.

At Belmont, we are committed to providing transformational experiences for our entire community, and that includes our employees. We're eager to craft experiences that will shape each member of our campus community into becoming the people we want to be.

As an employee at Belmont, you play an integral role in our efforts to live out our Aspirational Aim to form diverse leaders of character, equip people to solve complex problems and help people and communities flourish. We do this work through five key Strategic Pathways—whole person formation, social innovation, integrated health and wellbeing, inclusive excellence and storytelling.

In return, we are committed to you. We provide the opportunities, resources and tools you need to facilitate growth and development, personally and professionally. This Employee Handbook has been designed with you in mind—to assist you in knowing about your work environment and responsibilities, along with the benefits package you have access to as a Belmont employee.

I am so glad you are here, and I look forward what we'll accomplish together in our efforts.

Cheers,
Greg

INTRODUCTION

This handbook includes policies and procedures applicable to Belmont University employees. Belmont University endorses the plans, policies and procedures described herein, but it reserves the right to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures in whole or in part at any time with or without notice. The language used in this handbook is not intended to create nor is it to be construed to constitute a contract between Belmont University and any one or all of its employees. Unless an employee holds a written contract of employment signed by the President or Provost promising employment by the University for a specific term of time, the employee is an employee-at-will. This means that either party may terminate the employment relationship at any time for any reason. The contents of this handbook supersede all other printed policy documents. Exceptions to any of the policies and procedures described herein may only be made with the expressed written approval of executive leadership.

NONDISCRIMINATION STATEMENT

Belmont University is a Christ-centered community. The University faculty, administration, and staff uphold Jesus as the Christ and as the measure for all things. As a community seeking to uphold Christian standards of morality, ethics, and conduct, Belmont University holds high expectations of each person who chooses to join the community. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and Section 504 of the Rehabilitation Act of 1973/the Americans with Disabilities Act, Belmont University does not discriminate on the basis of race, sex, color, national or ethnic origin, age, disability, military service, or sexual orientation in its administration of education policies, programs or activities; its admissions policies; or employment. Consistent with applicable civil rights law, the University primarily hires employees of the Christian faith who are committed to support the mission of the University. The University has appointed the Chief Human Resources Officer/Deputy Title IX Coordinator to serve as coordinator of non-discrimination compliance for staff and faculty. The Director of Institutional Equity and Compliance and Title IX Coordinator serves as coordinator of compliance for Title IX (sex discrimination) issues and questions for students.

*In accordance with accrediting standards for its professional education programs in law and medicine, the University does not apply religious criteria in hiring employees within those programs. All employees hired by the University, regardless of religious faith shall be committed to Belmont's Christ-centered, student-focused mission.

Inquiries or complaints related to sex discrimination (including sexual harassment, sexual orientation and/or pregnancy) or other forms of discrimination/harassment (e.g. race, color, national or ethnic origin, disability, age, military service) should be directed to:

Meg Arnold (Employee Issues/Complaints)

Interim Chief Human Resources Officer
and Deputy Title IX Coordinator
Fidelity Hall, 4th Floor
1900 Belmont Boulevard
Nashville, TN 37212
615-460-6456
meg.arnold@belmont.edu

Carly Elliott (Student Issues/Complaints)

Director of Institutional Compliance and
Title IX Coordinator
Fidelity Hall, 2nd Floor
1900 Belmont Boulevard
Nashville, TN 37212
615-460-6894
carly.elliott@belmont.edu

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or harassment), to the Title IX Coordinator/Deputy in person, by mail, by telephone, or by electronic mail, including during non-business hours. Incidents of sex discrimination may also be reported to the federal Department of Education, Office of Civil Rights, Assistant Secretary.

BELMONT UNIVERSITY MISSION, VISION & ASPIRATIONAL AIM

Our Mission

We are a Christ-centered, student-focused community, developing diverse leaders of purpose, character, wisdom and transformational mindset, eager and equipped to make the world a better place.

Our Vision

To be the leading Christ-centered university in the world, radically championing the pursuit of life abundant for all people.

Aspirational Aim for 2030

To be widely recognized as the leading Christ-centered university in the world, known for:

- Forming diverse leaders of character
- Equipping people to solve the world's complex problems through teaching, research and service
- Being radical champions for helping people and communities flourish

For more information see Appendix 4 - Belmont University A God-Sized Trajectory Our Strategic Path to 2030.

THE ROLE OF THE BOARD OF TRUSTEES

The Board of Trust of Belmont University is comprised of up to fifty men and women elected by fellow board members. It is the role of board members to provide oversight of the university and to develop broad policies and guidelines under which the university operates and upon which its standards are maintained and measured. The board delegates to the President of the university, and in turn to other executive administrators, the authority to manage the university's operations under its oversight.

BELMONT HISTORY

In the mid-1800s, the land the university now occupies was known as the Belle Monte estate, the Victorian summer home of Joseph and Adelia Acklen. The property was sold in 1887 to a land development company and purchased in 1890 by school teachers Ida Hood and Susan Herron, who opened a school for young women, the original Belmont College, on the grounds. It was the first accredited junior college for women in the South. Over the past 130 years the grounds have been the site of higher education as a boarding school, an all-women college named Ward-Belmont and the co-ed Belmont College before being named a university in 1991.

Since becoming Belmont University, Belmont has grown not only in size but in quality. The mansions, gardens and statues of Belmont's historic past now sit side-by-side with state-of-the-art facilities equipped with the best technology and faculty to educate today's students with the right tools for real world success.

Belmont University is a Christ-centered, student-focused community that is dedicated to developing diverse leaders of purpose, character, wisdom and transformational mindset, eager and equipped to make the world a better place. Home of two presidential debates, 2008 and 2020, the University consists of nearly 9,000 students who come from every state and 33 countries. Belmont offers more than 115 areas of undergraduate study, 41 master's programs and eight doctoral degrees and is nationally ranked and consistently recognized by U.S. News & World Report for innovation in higher education.

I. EMPLOYMENT

Belmont University seeks to attract and retain highly qualified faculty and staff who share the University's values and will support its mission and vision – "To be the leading Christ-centered university in the world, radically championing the pursuit of life abundant for all people." Staff employees are those non-faculty, full-time, part-time, or temporary employees who work in the academic and administrative support areas of the University. Faculty members are those holding the rank of instructor, assistant professor, associate professor, and professor. Lecturers, Adjuncts and Fellows are also considered faculty. Belmont University is an equal opportunity employer under all applicable civil rights laws. The University does not discriminate on the basis of race, sex, color, age, national or ethnic origin, sexual orientation, disability or veteran status in any aspect of employment or services. Belmont University primarily hires employees of the Christian faith who are committed to support the mission of the university. In accordance with accrediting standards for its professional education programs in law and medicine, the University does not apply religious criteria in hiring employees within those programs. All employees hired by the University, regardless of religious faith, shall be committed to Belmont's Christ-centered, student-focused mission.

As a community seeking to uphold Christian standards of morality and ethics, Belmont University holds high ideals and expectations of each person who chooses to join the community.

In upholding these ideals, Belmont proclaims the values of the worth of the individual; personal integrity; critical, independent thinking; self-discipline; and community responsibility and accountability, while it seeks to experience the growth and fulfillment which characterize a dynamic environment.

Acknowledging each person's freedom and responsibility, each employee should also recognize the occasional need to modify her/his behavior for the good of the Belmont community or of society at large. In this sense, all employees should strive to behave responsibly to create a climate of mutual respect. An employee's continued employment and participation in University life is conditioned upon her/his adhering to the behavior expectations of this statement. Employees who engage in behavior that betrays these values will be subject to disciplinary action up to and including termination of employment.

In affirming these values, the Belmont community expects each employee to exemplify behaviors consistent with these values in all facets of University life. The affirmation of these values also includes complying with federal, state and local laws both on and off campus.

Based on the values described herein, Belmont University has developed policies to assist its members in understanding what is expected of them and to assist the community at large to operate more smoothly, effectively and safely.

A. Office of Human Resources

The Office of Human Resources is responsible for coordinating services and programs related to employment, compensation, benefits, employee-relations policies, training and development. The office is also responsible for the University's Health Insurance Portability and Accountability Act (HIPAA) privacy plans. The Office of Human Resources is concerned with the welfare of all Belmont employees and will assist with work-related problems to promote good employee-employer relations.

B. University Staff Advisory Council

The purpose of the University Staff Advisory Council (USAC) is to facilitate communication, cooperation, and encouragement among Belmont University's diverse staff and administrative members, in furtherance of the University's mission and goals. Full-time staff members are eligible to serve a three-year term as volunteer council members after nomination and election by their peers. The USAC offers the campus community a multitude of engagement opportunities and provides input and recommendations to University leadership pertaining to the staff experience at Belmont.

C. Staff Responsibilities

Staff employees are expected to perform the assigned duties and responsibilities of their job as defined by its position description and may be required to perform other job-related duties as requested by their

supervisors. Staff employees are expected to perform these work duties and responsibilities in a conscientious manner and to comply and cooperate with the directions of their supervisor and the leadership of the University. When employees report to work, the University expects employees to be physically prepared to work through their day. Employees who are unable to perform their duties due to sickness or weariness should contact their immediate supervisor about using sick leave to take the rest of the day off.

Belmont reserves the right to terminate employment if an individual is convicted of a crime, even if the crime did not occur on Belmont time or premises. If an employee is convicted of a crime, the employee is required to notify his or her immediate supervisor within five (5) days of the conviction. Failure to report a conviction, or being convicted of a crime that makes a person unsuitable for continued employment, may be grounds for termination of employment.

D. Identification Card

All employees must obtain a Belmont ID card from the Office of Campus Security. This card can be used as identification for several services offered on campus including: check cashing, Campus Store purchases, gym access, meal plans and checking out books from the library. For protection, employees may be asked to show their ID card.

E. Automobile Registration and Parking

Free parking areas are available to all employees. All cars parked on campus must be registered with the Office of Campus Security. This office issues virtual permits. Each student/faculty/staff will register their vehicle's license plate(s) and then park where their virtual permit allows. The University does not guarantee that parking spaces will be available, nor does the University assume responsibility for the car or its contents. Those who violate parking rules will be ticketed. Repeat offenders run the risk of having their cars "booted" by Campus Security.

F. Re-employment

Employment service for purposes of service awards, tuition reduction, tuition exchange, and leave accruals will be bridged for a break in employment of one year or less. Other benefit start dates such as insurance coverage and retirement plan participation will be based on the specific benefit plan provisions. Employees may contact the Office of Human Resources for benefit information.

G. Reporting Changes in Personal Information

All employees should report any name or beneficiary designation changes to the Office of Human Resources. Address, tax-withholding allowances (W-4) and emergency contact information changes can be made directly through MyBelmont/Banner Web at <https://my.belmont.edu/> using links found in the "Personal Information" folder. Select the category that reflects the change(s) to be made. Employees without computer access can contact the Office of Human Resources for assistance.

H. Job Posting

Belmont University posts open positions for external candidates (individuals who do not currently work at Belmont) via the Belmont Career Site, jobs.belmont.edu. Current Employees must apply for open positions via the Internal Jobs Career Center in *Belmont Be You* (accessible through MyBelmont). Staff employees may apply for another position after they have been in their present job for at least six months. Staff employees who have been in a position for less than six months must receive prior approval from their supervisor before applying.

Belmont fosters an environment that encourages employee development and promotion from within. The hiring supervisor may request that the current supervisor provide a work reference. The prospective supervisor can request from the Office of Human Resources attendance records, performance evaluations and any disciplinary notes from the employee's personnel file from the last two years.

I. Background Checks

Belmont University strives to provide the safest possible environment for students, visitors, faculty, staff and physical resources. To provide a safe environment and to protect the University's assets, including its employees, property and information, as well as to assist departments in hiring decisions, the University will conduct criminal background checks on all faculty and staff candidates who are offered employment or those being re-hired when they have been gone for six months or more. Background checks may include but are not limited to: confirmation of the individual's identity; credit information; motor vehicle driving record; review of an individual's criminal conviction record, if any; verification of any license; and certificate or degree required for the position.

For certain security-related positions, Belmont requires current employees and applicants to whom a conditional offer of employment has been extended to undergo medical examinations and pre-employment drug screening whenever management determines that these are necessary for the safe operation of the organization as consistent with business necessity.

J. I-9 Verification and E-Verify Compliance

To comply with federal regulations of the Immigration Reform and Control Act (IRCA), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. Additionally, Tennessee state law requires that all private employers participate in the E-Verify program. E-Verify is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

All Belmont employees must complete Section 1 of the I-9 form electronically no later than the first day of employment. Acceptable documentation must be presented no later than the 3rd day of employment. To maintain compliance, the appropriate Belmont University designee must also certify Section 2 of Form I-9 and prepare the E-Verify report within three (3) business days of the date of employment.

Any employee who fails to complete the I-9 within the three (3) day time period or for whom work authorization cannot be confirmed is ineligible to work at Belmont.

K. Transfers and Promotions

Transfers are defined as taking a new job within the same compensation group as the current job. A transfer may or may not involve a change in base pay. Promotions are defined as taking a new job within a higher-level compensation group and a higher level of responsibilities, challenges, and skill requirements. Promotions typically include a change in base pay. For more information about the compensation system, employees may contact their supervisor or the Office of Human Resources.

For more information on faculty promotions, see the Faculty Handbook.

L. Employment of Family Members

Immediate family members may not be employed in situations where one family member has close supervisory responsibility over the other. For purposes of this policy, "immediate family" is defined as spouse, parents, grandparents, children, grandchildren, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Exceptions to this policy should be under rare circumstances and require approval from leadership.

M. Personnel File

Official personnel files are maintained by the Office of Human Resources. Personnel files are the property of Belmont University. The employee or anyone in a supervisory position over the employee may request this information from Human Resources. This file is open to the legal counsel of the University when needed for official legal matters relative to the University and to the leader responsible for any investigation involving the

employee.

N. Outside Employment

Employees are permitted, but are not encouraged, to engage in outside employment or other work activity. Employees are cautioned to consider carefully the demands that additional work activity will create before seeking or accepting outside employment. Additional work should be of a nature that is consistent with Belmont's mission, vision and values. Belmont requires that employees' activities away from the job must not compromise the University's interests or adversely affect job performance and the ability to fulfill all responsibilities to the University.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, sleeping on the job, leaving early, refusal to travel or refusal to work overtime or different hours.

The unauthorized use of any Belmont offices, equipment, personnel or supplies to conduct private business or outside employment is expressly forbidden. Belmont also requires that employees not use their position at the University to solicit outside business for themselves. Belmont employees may not represent themselves as acting as an employee or agent of the University during any outside employment.

Employees who accept outside employment, including self-employment, shall notify their immediate supervisor.

O. Current Employees in Adjunct Teaching Roles

Adjunct (temporary, part-time) instructors are employed by the University to provide additional instructional capacity and/or special qualifications and experience as may be necessary. Non-instructional employees may also be offered teaching opportunities when doing so will provide the maximum benefit to students.

Administrative and professional staff may be encouraged to teach in the university curriculum when programmatic needs exist that could not be met otherwise. Adjunct teaching, however, is a secondary assignment for most staff and not intended to substitute for their regularly scheduled work assignments or hours.

The following provisions should be adhered to and thoroughly reviewed with the employee's supervisor prior to any staff member beginning an adjunct assignment:

- No more than one course per semester may be taught
- Prior supervisor approval is necessary
- Teaching during regular business hours is only allowed with prior supervisor approval
- There may be times when adjunct teaching would already count as part of the employee's primary role and therefore is already being compensated
- Discuss when preparation for class will occur

In addition to the above provisions, there are considerations for specific employment scenarios.

- Before considering hiring any employee for an adjunct role who is already an adjunct faculty on campus or a part-time staff employee, please contact HR and the Office of the Provost
- Non-exempt staff generally are ineligible to teach as adjunct faculty because of the overtime requirements of the Fair Labor Standards Act

P. Leaving Belmont

Staff employees planning to leave Belmont's employ should give a minimum of two weeks' written notice. Giving notice is good business practice and allows supervisors and Human Resources staff time to plan for a replacement as well as providing sufficient time to confirm the employee's final paycheck. Employees are expected to work the two-week notice period. Normally, vacation leave will not be granted during the notice period. Except in cases of gross misconduct, employees who have worked at least six months will be paid for vacation days that have accrued but have not been taken. Vacation pay will be paid in the last paycheck. Employees should contact the Office of Human Resources for information on continuation of benefits through COBRA, retirement plan options and for exit interview information. A full-time faculty member wishing to resign before the ending date of his/her faculty appointment must give at least sixty (60) days' notice, in

writing, to his/her Dean and the Provost. For more information regarding faculty separation, consult the Faculty Handbook.

Should a departing employee owe Belmont money (i.e., unpaid student account, unpaid Campus Store charges, unpaid parking tickets, etc.) the amount owed will be deducted from the departing employee's final paycheck.

Q. Reductions to Employment

Restructures, reorganizations and reductions (reduction in force or RIF) may occur due to changing needs of the University. A full-time staff employee whose position of employment is eliminated or whose position is changed from full-time (benefits eligible) to part-time (benefits ineligible) may apply for open positions at Belmont as they become available. The Office of Human Resources and the respective executive leader should be notified in advance of the need to reorganize and/or reduce staff.

An employee whose position is eliminated by a reduction in force will be notified by his or her supervisor and the Office of Human Resources as soon as possible concerning any severance pay, accrued vacation pay and other available benefits such as continuation of health insurance through COBRA.

For more information about Faculty reductions in force see the Faculty Handbook.

R. Training and Professional Development

Belmont University is a learning institution that values and encourages professional development of its critical human resources - the faculty and staff of the University. By assessing all current professional development programs and including participant feedback in future planning, the University strives to provide the most appropriate training and professional development for each individual and supervisor. This is important to the health of the institution and to the well-being and performance of our employees.

The Human Resources Development & Performance page on MyBelmont lists optional online and facilitated sessions available to all Belmont employees through Be You U. All employees are required to complete the following online sessions: Data Security: Phishing, FERPA Protecting Student Privacy, Preventing Harassment: Fundamentals, Cultivating Cultural Competence & Inclusion, and Title IX for Higher Education. Supervisors also complete facilitated learning on Harassment & Discrimination Prevention, FMLA, ADAAA, Workers' Compensation, and other employment laws/policies through the required Legal Wellness session.

II. COMPENSATION

Belmont University provides a total compensation package to employees composed of base compensation and benefits. Base compensation includes wages paid for hours worked or salary paid for a job performed. Benefits include all indirect compensation programs such as paid time off, insurance programs and retirement contributions.

Changes to staff employees' base pay are made in accordance with the University's compensation structure. The responsibilities and duties that appear on an employee's position description serve as the basis for placing the job within one of the University's compensation groups. Positions requiring similar duties, skills, qualifications and pay fall within the same classification. Belmont reserves the right to pay outside of the ranges both at the minimum and maximum level. For more information concerning the University's compensation structure, employees may contact the Office of Human Resources or speak with their supervisor.

For information on Faculty compensation see the Faculty Handbook.

A. Performance Management

Belmont University believes that sustained high performance and growth, both individually and collectively, are essential to the University's future success. Individual performance, specifically achievement of annual goals and objectives, directly impacts annual compensation. In addition, continued employee development will be required to ensure high performance. To that end, the University expects that employees and their supervisors will meet regularly to evaluate work goals and required competencies. Merit pay increases are at the university's discretion and are typically awarded to those employees who exceed job expectations.

B. Definitions of Employment Status

Staff - All Belmont personnel not classified as faculty or student employees. Staff may be employed on a 10 or 12-month schedule, or on a temporary or casual basis.

Full-Time Faculty 5, 10 or 12 month - All faculty holding the rank of Instructor, Assistant Professor, Associate Professor, Professor, Professor of Practice, Lecturer and Fellow. Full-time faculty are benefits eligible. (unless noted otherwise in the individual benefit sections)

Adjunct Part-time Faculty - Hired on an "as needed" basis. Adjuncts work no more than 27 hours per week across all positions held on campus. Adjuncts are not eligible for most benefits.

Regular Full-time Staff - Scheduled to work at least 37 ½ hours per week. Regular full-time staff are eligible for benefits. (unless noted otherwise in the individual benefit sections)

Regular Part-time Staff - Scheduled to work no more than 27 hours per week across all positions held on campus. Regular part-time staff are not eligible for most benefits.

Temporary Staff - Full-time or part-time hired for a specific time period with a definite or estimated end date generally not more than six months. Temporary positions are created for the following reasons: to meet a special or seasonal need, to replace a staff member on an extended leave of absence, or to provide program continuity while recruitment is under way to fill a vacant position.

Casual Staff – Scheduled on an "as-needed" basis and may have variable hours and/or days depending on workloads. The actual hours worked by casual staff usually vary and are not guaranteed. Casual staff are not eligible for benefits.

Independent Contractors - Independent contractors render a service and meet contractor conditions established by the IRS. They typically have a separate workplace, are not supervised, and have a particular set of skills not available elsewhere within the university. Independent contractors are not eligible for benefits.

Phased Retiree - Full-time, tenured faculty member whose age plus years of service equals at least 70. This

is a three-year provisional appointment where the faculty member works a minimum average of 50% workload. Faculty members in phased retirement are eligible for benefits.

C. Non-Exempt Employees and Exempt Employees

The Fair Labor Standards Act requires payment of overtime compensation to employees whose positions are classified as “non-exempt”. Certain employees are “exempt” from overtime requirements. To be classified as an exempt executive, administrative or professional employee, the worker must be paid on a “salary basis” and meet certain definitions including the exercise of “discretion and independent judgment” in the performance of the job. Exempt employees do not receive overtime pay, and Belmont University does not recognize the practice of granting compensatory time off for exempt employees. For more information concerning whether a position is classified as non-exempt or exempt, employees may contact the Office of Human Resources or speak with their supervisor.

D. Work Schedules and Overtime

Belmont University recognizes the value of flexible work options and will consider flexible work arrangements that allow staff to balance work and personal commitments while ensuring the operational/service needs of the University are met. Staff members desiring to participate in a flexible work arrangement should discuss the available options with the supervisor.

Normal business hours are 8 a.m. to 4:30 p.m., Monday through Friday, with a one-hour lunch. However, the hours a staff employee is expected to work will be determined by the need and established schedule in each department. Departments offer different services and work hours may vary. An employee’s supervisor will inform him or her of the schedule and will give as much advance notice as possible when changes must be made. Overtime is defined as any hours worked in excess of 40 hours for non-exempt employees. All overtime hours must be pre-approved by the employee’s supervisor. Hours over 40 worked will be paid at 1-1/2 times the regular hourly rate. For employees who normally work a 37.5-hour week, the first 2.5 hours over the regular hours will be paid at the regular hourly rate. Overtime will be calculated on “actual hours worked” and does not include paid time off hours. Non-exempt employees who work extra hours on a given workday may be permitted or required to take an equal number of hours off within the same work week. Taking time off in lieu of overtime pay must be approved by the employee’s supervisor and must be taken within the same work week. If the time off within the same work week is not taken, overtime pay will be given.

Any time spent by non-exempt employees using electronic communications for work purposes will be considered hours worked, is compensable and will count toward overtime eligibility as required by law. Some of the required communication include cellular/mobile telephones, text messaging devices, smartphones and computers. To avoid incurring unnecessary expense, non-exempt employees should not check for, read, send or respond to work-related emails, texts or phone calls outside of their normal work schedule unless specifically authorized based on their job duties or directed to do so by their supervisor.

Those employees working shifts that vary from the 8 a.m. to 4:30 p.m. should consult their supervisor regarding shift premiums.

E. Critical Services and Emergency Personnel

Some positions within the University have job responsibilities that are essential to the safety and well-being of students, employees and visitors to the Belmont campus. In addition, critical services employees maintain the overall functioning and maintenance of campus facilities and grounds. Critical services and emergency personnel include certain employees working in Custodial Services, Maintenance and Landscaping within Facilities Management Services, Campus Security and Residence Life and may include others on a case-by-case basis. For more information concerning whether a position is classified as an emergency or critical services position, employees should speak with their supervisor or contact the Office of Human Resources.

Employees in emergency and critical services positions must report to campus for work during their scheduled shifts unless notified by their supervisor. When inclement weather is predicted, emergency or critical services employees are expected to have made arrangements in advance to ensure they can report to campus.

Critical services and emergency employees who report to campus to work during inclement weather when classes have been moved on-line will receive premium pay in addition to their regular wages. For more information employees should speak with their supervisor.

F. Payroll Schedules

Staff employees are paid either monthly or bi-weekly. Those employees paid monthly will receive their paychecks on the 25th day of each month, or the last working day prior to the 25th. Employees paid bi-weekly will receive their paychecks every other Friday for the pay period ending on the previous Sunday. Unless otherwise designated, the work week runs from Monday through Sunday. When holidays occur on Friday, checks will be issued on the last working day prior to the holiday.

Faculty are paid monthly and receive their paychecks on the 25th day of each month, or the last working day prior to the 25th.

G. Holiday Pay

Non-exempt employees who may be required to work the following holidays will be paid holiday pay plus their regular rate of pay for the actual hours worked.

- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas & New Year's Break*

A minimum of three hours will be paid to any non-exempt employee who is scheduled to work on one of the above holidays.

* The Belmont campus will close for the Christmas and New Year's holidays. The exact dates will fluctuate from year to year.

H. Call-Back Pay

Non-exempt employees will be paid a minimum of three hours for an emergency call-back which requires them to return to campus after regular working hours.

I. Payroll Deductions

The following mandatory items are deducted from an employee's paycheck:

- Federal income tax
- OASDI tax
- Medicare tax
- Certain insurance premiums
- Unpaid Campus Store charges
- Unpaid parking tickets
- Unpaid balances on student accounts at the end of each academic term (August 1st, December 1st and May 1st)
- Other payroll deductions required by legal action
- The following may also, at the employee's discretion, be deducted from an employee's paycheck:
 - * Voluntary insurance premiums
 - * Gifts to the University
 - * Gifts to designated charitable institutions
 - * Retirement contributions

Although Belmont University takes every precaution to avoid paycheck errors, at times errors may occur. If it

is believed that a deduction has been taken from an employee's salary improperly (one not allowed by law) the employee must immediately notify their supervisor. The supervisor should contact Payroll. If an error has occurred, an adjustment will be made promptly.

J. Service Awards

Belmont awards staff employees \$100 for each five years of continuous employment. Full and part-time service is counted toward these awards. Any gap in employment of one year or less will be bridged and not count against continuous employment. Staff employees receiving service awards are recognized at the annual Staff Christmas Meal.

Faculty members receive a \$200 service award beginning with ten years of continuous employment and continue with an additional \$100 at five-year increments thereafter. Faculty receiving service awards are recognized at the annual Faculty Awards luncheon.

K. Positions Funded by Grants or External Contracts

Positions funded in whole or in part by grant or contract supported funds, are subject to termination by Belmont University at any time in the event of reduction or termination by the source of the grant or contract funds that support this position. Should a grant or contract supported position be eliminated, any accrued vacation hours will be administered under the terms of the grant.

III. Time Off

As part of the total benefit program for full-time employees, Belmont University provides a number of paid and unpaid leave programs. Employees may be absent with pay for the following:

- Bereavement Leave
- Holiday Leave
- Jury/Subpoena Duty
- Military Training
- Parental Leave
- Sick Leave
- Vacation Leave
- Faculty Paid Medical Leave
- Faculty Absence from Class
- Belmont University Catastrophic Leave Donation Policy

Programs allowing employees to be absent without pay include:

- Leave under the Family and Medical Leave Act
- Tennessee Maternity/Paternity Leave
- Military Leave

A. Absent with Pay

BEREAVEMENT LEAVE

Belmont realizes that there is no way to put a time limit on the grieving process for a family member. Understanding that an employee must have time off work at these times, the University provides that an employee may be absent with pay for up to five days due to the death of a spouse, child or parent. An employee may be absent with pay for up to three days due to the death of a grandparent, grandchild, brother or sister. This policy includes “great,” “step,” and “in-law,” “adoptive,” and “foster” of these relationships. In cases of an additional leave request connected with bereavement, the employee must arrange leave with his/her supervisor.

HOLIDAY LEAVE

Belmont staff employees in full-time status receive paid holidays each year. The exact holiday schedule is published in December for the following year. To be paid for a holiday, a staff employee must either work the day before and after the holiday or be in a leave-with-pay status the day before and after the holiday. Typically holidays falling on Saturday are observed on the preceding Friday and typically holidays falling on Sunday will be observed on the following Monday. It is expected that holidays will be taken on the dates as listed. Exceptions may be made only with the supervisor’s written approval. Any rescheduled holiday leave must be taken within 30 days. The following holidays are observed.

- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day – plus the following Friday
- Christmas & New Year’s Break - The Belmont campus will close for the Christmas and New Year’s holidays. The exact dates will fluctuate from year to year and a schedule will be posted on MyBelmont.
- Two Floating Holidays – These two days may be taken at any time with the supervisor’s approval. All floating holidays must be used during the calendar year and may not be rolled over. Employees hired on or before March 31 will receive two floating holidays; employees hired between April 1 and

September 30 will receive one floating holiday; and employees hired October 1 through December 31 will not receive a floating holiday that calendar year.

Two floating holidays (15 hours) are provided to 12-month full-time faculty members in a full-time appointment each year during January. Unused floating days expire December 31 of each calendar year. For the first year of employment, faculty members hired on or before March 31 receive 2 floating holidays. Faculty members hired between April 1 and September 30 are given 1 floating holiday to use that calendar year. Floating holiday requests and approvals are made according to the Dean/College/Department procedures.

Faculty members on 10-month contracts have the same holidays as students as shown on the University academic calendar, unless specifically noted otherwise.

JURY/SUBPOENA DUTY

If an employee is summoned for jury duty, his or her supervisor should be notified as soon as possible so arrangements can be made to fulfill the obligation. If the court excuses the employee from jury duty during working hours, the employee should report to work immediately.

If an employee is subpoenaed as a witness in a legal proceeding, the employee is expected to return to work as soon as possible after testifying. A copy of the subpoena must be provided to the supervisor upon request.

Belmont pays regular salary wages while an employee serves on jury duty or while subpoenaed in a legal proceeding. This payment will continue for as many weeks as are required to serve on the jury. Employees should discuss with their supervisor all arrangements for pay before the time to serve. Belmont will not require an employee to sign over any checks received for jury duty.

MILITARY TRAINING

Employees who are members of the National Guard or Reserve Corps are eligible, annually, for up to 10 working days' leave with pay for military training purposes. If military payments are less than the employee's wages or salary for the period, the University will reimburse the employee for the difference upon presentation of the military pay vouchers. If military payments equal or exceed the employee's salary or wages, the employee will not receive University funds for the period served. Employees on approved leave for military training for up to 10 days continue to accrue vacation and sick leave at the normal rate.

PARENTAL LEAVE

Belmont University will provide up to six weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted. This policy will run concurrently with Family and Medical Leave Act (FMLA) and Tennessee Maternity and Paternity leaves. Upon returning to work, new parent employees will also be given a one-time addition of one week of sick time.

Eligible employees must meet the following criteria:

- Be a full-time benefits eligible employee

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a parent of a newborn child.
- Have adopted a child (the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Paid Parental Leave:

- Eligible employees will receive a maximum of six weeks of paid parental leave per birth or adoption of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of

twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event.

- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the leave period. Any unused paid parental leave will be forfeited at the end of the period.
- If an employee leaves employment with Belmont, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies:

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA and Tennessee Maternity and Paternity Leave if eligible. Leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, will be counted toward the 12 weeks of available FMLA leave (and 16 weeks of Tennessee Maternity and Paternity Leave) per a 12-month period. All other requirements and provisions under the FMLA and Tennessee Maternity and Paternity Leave will apply. The total amount of leave—whether paid or unpaid—granted to the employee under FMLA will not exceed 12 weeks or 16 weeks under the Tennessee Maternity and Paternity Leave during the 12-month period. Please refer to the Family and Medical Leave and Tennessee Maternity and Paternity Leave Policies for further guidance.
- After the paid parental leave is exhausted, the balance of FMLA leave/Tennessee Maternity and Paternity Leave may be compensated through employees accrued sick or vacation pay or taken as unpaid leave if desired. The employee is only required to use the six-week Parental Leave pay during the 16-week period. The employee may use as little or as much of any other accrued paid leave available or may choose unpaid status for any remaining leave time.
- Belmont will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

Requests for Paid Parental Leave:

The employee will provide his or her supervisor and the Office of Human Resources with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as needed to substantiate the request.

LEAVE TO CARE FOR VULNERABLE CHILDREN

As part of Belmont's aspirational aim to be radical champions helping people and communities flourish, Belmont strives to support the diverse needs of our employees and their families, including those who care for vulnerable children through foster parenting, kinship arrangements, and guardianship/custody arrangements. Faculty and staff well-being is important, and we want to ensure that faculty and staff feel supported professionally and personally.

Belmont employees may take time off for absences related to caregiver arrangements that will not be counted against the employee's vacation accruals. The number of days will vary based on the specific placement needs but ordinarily will not exceed five working days in a six-month period. Employees should discuss these absences with their supervisors in as timely a manner as possible to ensure workloads and commitments are managed effectively.

Employees may also take sick leave for children legally in their care. Additionally, Belmont employees may take TN Key Certification classes during work hours when offered.

These updates work in conjunction with our flexible work arrangement policy and our dependents in the workplace policy, allowing Belmont employees to balance work and personal commitments while ensuring the operational/service needs of the University are met.

SICK LEAVE

Sick leave is an absence with pay when an employee or a member of the employee's immediate family is unable to work because of illness, injury or for required medical attention. Immediate family is defined as a spouse, child (including foster care placements), or parent who is dependent on the employee for care. This policy includes "step" of child/parent relationships.

- Full-time staff employees working less than a regular 12-month schedule accrue sick leave based on the accrual schedule below.
- Part-time employees (those employees who regularly work 29 or fewer hours per week) and temporary employees do not receive sick leave benefits.
- Sick leave may be accumulated to a maximum of 90 days.
- Sick days are accumulated during all absences with pay. In no case may accumulated sick leave days be converted to pay.
- Sick leave of five or more consecutive workdays must be reported to HR and supported by medical evidence which shall include: (1) a reason for the absence, (2) a certification of the employee's inability to work, (3) any work-related restrictions following return to work.

Employees must follow their department specific guidelines for reporting absences as early as possible and explain their inability to work, generally no later than 30 minutes from the beginning of the workday. During an absence, the employee must keep his/her supervisor informed of continuing need to be absent. A supervisor has the right to require a letter from the employee's physician at any time before sick leave pay will be authorized, if the absence appears to be excessive.

Monthly Sick Leave Accrual in Hours for Various Work Schedules*				
	Employees Working 37.5 Hours/Week	Employees Working 40 Hours/Week	Employees Working 30 Hours/Week	Employees Working 9, 10 or 11 Months
All Years	7.5	8	6	5.53
Maximum Sick Leave Accrual in Hours for Various Work Schedules				
	Employees Working 37.5 Hours/Week	Employees Working 40 Hours/Week	Employees Working 30 Hours/Week	Employees Working 9, 10 or 11 Months
All Years	675	720	540	498

*For employees paid bi-weekly, sick leave accruals occur during the first bi-weekly payroll process of the month.

When an employee has exhausted accrued sick days, but does not return to work, he or she may be terminated unless a formal request for Family and Medical Leave has been submitted and approved. Employees may contact the Office of Human Resources for additional information on the Family and Medical Leave Act.

An employee who has exhausted all paid leave may be eligible for donated days through the Catastrophic Leave Donation Policy. Refer to the Catastrophic Leave Donation Policy for eligibility criteria to receive donated leave.

An employee who is disabled by illness or injury beyond a three-month period may be eligible for long-term disability benefits and should contact the Office of Human Resources.

VACATION LEAVE

Employees in full-time staff positions accrue vacation leave monthly. Biweekly paid employees accrue

vacation leave during the first pay period of the month. Vacation leave information, along with sick leave and floating holiday leave, is stored in Belmont's administrative software system. The system stores this information in hours rather than in days.

- Leave hours are based on the number of years of full-time service to the University and can be accumulated to a maximum equivalent of twenty working days per year.
- Full-time staff employees working less than a regular 12-month schedule accrue vacation based on the accrual schedule below.
- Staff classified as part-time (those employees who regularly work 29 or fewer hours per week) or temporary employees do not receive vacation-leave benefits.
- All vacation leave must be approved and scheduled in advance with the employee's supervisor.
- Vacation days may not be taken before they are accrued except under unusual circumstances and with the prior approval of the employee's supervisor.
- If a paid holiday occurs during an employee's vacation, that day is counted as a holiday and not as a vacation day. When an employee is on leave without pay, vacation does not accrue.
- Employees may not receive pay instead of using vacation time while employed by Belmont University.
- After six months of employment, if an employee leaves the University's employ, except in cases of gross misconduct, vacation days that have accrued, but have not been taken, will be paid in the last paycheck.
- Leave information is printed on the employee's pay stubs and can be viewed online through MyBelmont, Banner Web, Employee, Time Off Current Balances and History.
- Belmont University believes all employees need a healthy balance between work and time away from work and should take their earned vacation leave. Only a maximum of 15 vacation days may be rolled over to the next year's vacation leave balance.

The month in which an employee's vacation hours rollover is based on the anniversary of the month when the employee became full-time (i.e., eligible to accrue vacation time).

Below are the monthly accrual and annual number of vacation days and hours earned for monthly and biweekly full-time staff:

Monthly Vacation Accrual in Hours for Various Work Schedules*					
Year for Accrual	Employees Working 37.5 hours per week	Employees Working 40 hours per week	Employees Working 30 hours per week	Employees Working 9,10,11 month	Total Annual Days by Year End
0-1	9.38	10	7.5	7.03	15
1-2	10.00	10.67	8	7.5	16
2-3	10.63	11.33	8.5	7.97	17
3-4	11.25	12	9	8.44	18
4-5	11.88	12.67	9.5	8.91	19
5+	12.50	13.33	10	9.38	20

*For employees paid bi-weekly, vacation accruals occur during the first bi-weekly payroll process of the month.

Max Vacation Leave Hours to Roll at Anniversary Year End**

Employees Working 37.5 Hours/Week	Employees Working 40 Hours/Week	Employees Working 30 Hours/Week	Employees Working 9, 10, or 11 Months	12-Month Faculty
112.50	120.00	90.00	84.42	112.50

**Accrued vacation hours over the allowed maximum plus that month's accrual must be taken and reported on the Leave Balance Report by the 14th of the anniversary month. Hours accrued over the allowed maximum will be forfeited.

Vacation Leave for 12-month Faculty

Faculty members who are designated as 12-month full-time faculty members accrue vacation leave. The leave is stored in Banner in hours. The faculty member will receive 15 days (112.5 hours) up front when hired, and no additional accrual during the first year of employment. After one year of employment during the next anniversary month, the faculty member will begin accruing vacation leave monthly based on the following schedule:

Vacation Accrual for 12-month Faculty		
Year for Accrual	Monthly Accrual Amount - Hours	Total Annual Accrual Days
0-1	0	15 (accrued at beginning of contract)
1-2	10.00	16
2-3	10.63	17
3-4	11.25	18
4-5	11.88	19
5+	12.50	20

In the anniversary month, the maximum vacation leave that can be rolled over is 112.5 hours (15 days). Any vacation leave over 112.5 hours, plus that month's accrual will be lost if not taken and reported on the leave balance report that is due to Payroll on the 14th of the anniversary month. Vacation requests and approvals are made according to the Dean/College/Department procedures and may be taken in half day (3.75 hrs.) or whole days (7.5 hrs.) only. Vacation days may not be taken before they are accrued except under unusual circumstances and with the prior approval of the faculty member's supervisor. Monthly accrual is based on the faculty member's original full-time start date.

Ten-month faculty who move to a 12-month position will have all years of full-time work reflected in their accrual rate. Therefore, they will be given "credit" for years of service in 10-month position. They will not however receive this as a lump sum as a newly hired 12-month faculty member does.

After six months of employment, if a faculty member leaves the University's employ, except in cases of gross misconduct, vacation days that have accrued, but have not been taken, will be paid in the last paycheck.

For more information, employees should speak with their supervisor or contact the Office of Human Resources.

FACULTY PAID MEDICAL LEAVE (FPML)

To be eligible for Faculty Paid Medical Leave (FPML), the faculty member must be in full-time appointment or be a full-time lecturer. The faculty member must be absent for at least five days to use FPML to supplement income during an illness when an employee or member of the employee's immediate family is unable to work because of illness, injury or for required medical attention. An immediate family is defined as a spouse, child, or parent who is dependent on the employee for care. This policy includes "step" of child/parent relationships and foster care relationships.

Deans and department chairs will continue to work with faculty members as they are currently when a faculty member must be absent for five days or less due to a short-term illness or condition. These occasional "sick" days off from work are paid and are not tracked within Belmont's Banner HRIS nor are they part of the FPML policy.

This FPML policy provides 10 days (75 hrs.) paid medical leave after one year of employment for 10-month faculty and 12 days (90 hrs.) for 12-month faculty. The leave is stored in Banner in hours. At the beginning of each subsequent year of service an additional 10/12 days (75/90 hrs.) will be accrued in Banner until the maximum of 675 hours is reached.

Beginning FPML balances will be determined using the faculty member's original full-time hire date and status as a 10-month, 12-month or full-time lecturer and using the relevant accrual amounts. Accrued but unused FPML hours will not be paid out if the faculty member leaves Belmont's employ.

FACULTY ABSENCE FROM CLASS

In planning an absence, a faculty member should discuss the matter with the department chairperson and file an absence approval form with the dean, indicating the disposition of the classes during the anticipated absence. The absence must be approved by the chairperson and the dean before it is taken. Arrangements should be made at least a week ahead of the anticipated absence. In the event an emergency arises, and a faculty member cannot teach his/her class, he or she should call the departmental office so that a proper arrangement may be made for the class.

CATASTROPHIC LEAVE DONATION POLICY

The purpose of a catastrophic leave donation policy is to aid Belmont University employees who are experiencing and/or have an immediate family member experiencing an unexpected catastrophic injury, illness or event and have exhausted all paid leave by giving them temporary salary and benefit continuation. The policy allows employees to donate vacation leave to a "bank" to be used by co-workers who meet the eligibility requirements. Eligibility is only awarded to those employees who have exhausted all forms of paid leave (i.e., vacation, floating holidays, and sick days) and meet the definition of having an "unexpected catastrophic injury, illness or event" and who have also contributed at least one (1) vacation day to the Catastrophic Leave Donation Fund. For more information, view the complete policy on the Human Resources Website at <https://my.belmont.edu> or contact the Office of Human Resources.

A 12-month full-time faculty member who has exhausted all paid FPML may be eligible for donated days through the Catastrophic Leave Donation Policy. Refer to the Catastrophic Leave Donation Policy for eligibility criteria to receive donated leave.

FACULTY AND STAFF BENEVOLENCE FUND

The purpose of the Faculty and Staff Benevolence Fund policy is to provide financial assistance to eligible employees who are experiencing extreme economic hardship due to certain emergency situations. Refer to the Benevolence Fund Policy and forms on the Human Resources Website at <https://my.belmont.edu> or contact the Office of Human Resources.

B. Absent Without Pay

FAMILY MEDICAL LEAVE ACT (SEE FMLA POSTER – APPENDIX 1)

Under the federal law, the Family and Medical Leave Act (FMLA), an employee is eligible for 12 weeks of leave if he or she has worked for the University for at least 12 months and, has worked a minimum of 1250 hours in the twelve months prior to the FMLA request. The University guarantees its eligible employees a total of 12 work weeks of unpaid leave in a 12-month period for the following purposes:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for a child after birth, placement for adoption or foster care;
- To care for a spouse, child or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.
- Employees requesting leave may use accrued sick leave, Floating Holiday(s) and vacation leave as part of the 12-week Family Medical Leave or the employee may choose for the leave to be unpaid. If the employee chooses to use accrued leave, once it is exhausted, the balance of the FMLA leave is unpaid. Eligible employees seeking to use FMLA leave are required to provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable or as soon as is practicable when the need is not foreseeable. Generally, this means within one or two business days of learning of the need to take FMLA leave.
- Faculty members that do not accrue leave may be unpaid for the entire FMLA leave depending upon the length of time requested.

Employees requesting leave must provide sufficient information for the University to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

The University will inform employees requesting leave whether they are eligible under FMLA within 5 business days of receiving the request for FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the University will provide a reason for the ineligibility. If the employee is eligible for FMLA leave they will have 15 calendar days to return the completed certification form if required. When the certification is returned to the Office of Human Resources, the Designation Notice will be given to the employee within 5 business days absent extenuating circumstances. This notice will either designate the leave as FMLA or not FMLA or it will advise the employee that the certification is not sufficient and advise the employee how to cure any deficiency. The University can require the employee to secure second and third medical certifications should the University believe there is reason to doubt the validity of the initial certification. In this case the employee has 7 calendar days to cure any deficiency. If the employee cures deficiency with further information, the University will issue the Designation Notice within 5 business days designating leave as FMLA or not.

It is the employee's responsibility to provide sufficient information for the employer to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Failure to respond to reasonable University inquiries regarding FMLA may result in denial of FMLA protection if the University is unable to determine whether the leave is FMLA-qualifying.

A note or form completed by the employees' health care professional will be required before the employee can return to work from FMLA. If the leave is taken intermittently a doctor's release can be requested up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his/her duties based on the serious health condition for which they are taking intermittent leave.

During the FMLA leave period, the University will continue to pay its share of the employee's benefits payments under Belmont's group health insurance plan and extend any other benefit for which the employee is eligible. The employee must reimburse the University the amount of insurance premium payments and/or tuition reduction benefits if he or she does not return to work at the expiration of the leave period.

Note: If the employee receives accrued sick leave or vacation hours available, any premiums for employee, dependent health/dental insurance, and supplemental insurance deductions will be withheld from his/her payroll check. If the leave is in an unpaid status the employee's portion of any premiums for insurance coverage is due by the tenth day of each month. Checks should be made payable to Belmont University and be submitted to the Office of Human Resources. Upon return from leave, the employee is entitled to his or

her former position or an equivalent position with equivalent pay and benefits. However, the University may, in its discretion, deny an employee who is among the top ten percent of the University's paid personnel the right to return to his or her job if the denial is necessary to prevent substantial and grievous economic injury to the operations of the University. Employees may contact the Office of Human Resources for a Request for FMLA form and for additional information about rights and responsibilities under FMLA.

An employee who has exhausted accrued sick and vacation days may be eligible for donated days through the Catastrophic Leave Donation Policy. Refer to the Catastrophic Leave Donation Policy for eligibility criteria to receive donated leave.

An employee who is disabled by illness or injury beyond a 90-day period may become eligible for long-term disability benefits and should contact the Office of Human Resources.

CALCULATIONS FOR FMLA INTERMITTENT LEAVE FOR FACULTY

Eligible faculty members may accrue paid medical leave to be used in conjunction with FMLA leave. For more information about Faculty Paid Medical Leave (FPML), please consult Section III.A. Faculty Paid Medical Leave (FPML), page 20.

When a faculty member who is eligible for FMLA is taking the leave intermittently, the information below provides guidance for calculating the amount of FMLA time used. The guidance is for informational purposes only. Human Resources reviews each situation individually to determine how to calculate intermittent leave for FMLA. The overall percentage of workload that is reduced determines the hours needing to be calculated as FMLA leave time and to be covered by FPML. The federal law that defines FMLA provides a maximum of 12 weeks of time off for eligible employees for qualified medical leaves including maternity/paternity and the State of TN provides an additional 4 weeks of time off for maternity/paternity leave, or 16 weeks. Even though Belmont's payroll system pays faculty members a monthly salary, it translates this into 162.5 hours/month using 37.5 work hours/week.

The method to compute how much medical leave time is taken when decreasing the number of classes taught as a result of intermittent FMLA leave works by the understanding that duties attended to outside the classroom including service activities and professional development will be reduced by an amount of time proportionate to the reduction in classroom time. Therefore, during a 15-week semester, assuming a standard 12-hour teaching load, each three workload units reduced would incur a 25 percent reduction in the standard 37.5-hour work week, or a reduction of 9.375 hours. These hours would then be counted as FMLA leave time against the 12 weeks of allowed leave time in a 12-month rolling period. It would also be unpaid leave time, unless FPML or other available benefit leave time was available to cover the lost hours. The table below demonstrates the calculation:

Calculations for Intermittent Leave by Reducing Classes Taught During a 15-Week Semester for Faculty Teaching 12 Workload Hours					
Workload Reduction	Normal Workload	FMLA Reduction of 1 Class	FMLA Reduction of 2 Classes	FMLA Reduction of 3 Classes	FMLA Reduction of 4 Classes
Reduction in Workload Hours Taught	0 Credit Hours	3 Credit Hours	6 Credit Hours	9 Credit Hours	Full Leave (Not Intermittent) 12 Credit Hours
Reduction in Work Hours	0%	25%	50%	75%	100%
These calculations assume that activities outside of those related to classroom time would decrease proportionately to the reduction in classroom work.					

The next calculations involve reduction in classes taught for faculty who have an annual workload of 18 hours. Therefore, during a 15-week semester, assuming a workload of nine units, each three workload units reduced would incur a 33.3 percent reduction in the standard 37.5-hour work week, or a reduction of 12.5 hours. These hours would then be counted as FMLA leave time against the 12 weeks of allowed leave time in a 12-month rolling period. It would also be unpaid leave time, unless FPML or other available benefit leave time was available to cover the lost hours. The table below demonstrates the calculation:

Calculations for Intermittent Leave by Reducing Classes Taught During a 15-Week Semester for Faculty Teaching 9 Workload Hours				
Workload Reduction	Normal Workload	FMLA Reduction of 1 Class	FMLA Reduction of 2 Classes	FMLA Reduction of 3 Classes
Reduction in Workload Hours Taught	0 Credit Hours	3 Credit Hours	6 Credit Hours	Full Leave (Not Intermittent) 9 Credit Hours
Reduction in Work Hours	0%	33.3%	66.6%	100%
These calculations assume that activities outside of those related to classroom time would decrease proportionately to the reduction in classroom work.				

MILITARY FAMILY LEAVE ENTITLEMENTS UNDER FMLA

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

TENNESSEE MATERNITY AND PATERNITY LEAVE

While the University treats pregnancy-related illness and disability as any other illness or disability, the University permits in accordance with Tennessee Code Annotated 4-21-408 an employee (mother or father) who has been employed full-time for at least 12 months to be absent for a period not to exceed four months (16 weeks) on an unpaid maternity/paternity leave for pregnancy, childbirth, adoption and nursing the infant. Eligible employees who both work for Belmont may each receive 16 weeks of unpaid maternity/paternity leave. Employees must request this leave three months in advance unless there is a medical emergency that prevents notice being given. The first 12 weeks of this leave will run concurrently with Family and Medical Leave.

During the Tennessee Maternity and Paternity Leave period, the University will continue to pay its share of the employee's benefits payments under Belmont's group health insurance plan and extend any other benefit for which the employee is eligible. The employee must reimburse the University the amount of insurance

premium payments and/or tuition reduction benefits if he or she does not return to work at the expiration of the leave period.

Leaves for the care of a child must be taken within 12 months of the date of birth, adoption, or placement.

UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT

Regular full- and part-time University employees whose military obligations interrupt or interfere with their employment have certain job protection provided by the Uniform Services Employment and Reemployment Rights Act of 1994. The Act protects members of National Guard units, reservists, inductees and enlistees into the Armed Forces who volunteer for or are ordered to active duty for the federal government.

Employees called to active duty must notify the Office of Human Resources in writing of their departure and provide a copy of official military orders when they become available.

Full-time employees with at least two years of service with the University who are called to active military duty will be compensated by the University at a rate that supplements the difference in pay between their salary and the military pay for one year from the date the leave begins or until such a time that the military pay exceeds their University salary. For these employees on Belmont's health insurance, if their military leave is 30 days or less Belmont will continue to provide health insurance. If their military leave is 31 days or more insurance benefits will be terminated and COBRA will be offered. When the employee returns to work at Belmont it will be considered a life event reason to reinstate health insurance benefits.

Such leave may not exceed five years in duration. During the leave, an employee called to active duty may continue to have long-term disability insurance and life insurance if he or she pays the full cost of the benefit. If an employee called to active duty wishes to continue his or her life insurance or long-term disability insurance, the employee must make payment arrangements with the Office of Finance and Accounting at the start of his or her leave of absence. Likewise, employees returning from active military duty are entitled to available benefits upon re-employment. Employees returning from military leave will resume their previous vacation accrual rate.

If an employee who is called to active duty during a national emergency has a spouse or dependent child who is eligible for tuition assistance and meets the requirements of the policy on tuition assistance that benefit will remain in effect while the employee is on active military duty. All provisions of the tuition assistance policy will apply.

Upon re-employment following a call to active duty, employees who are participants in the University's retirement plan at the time they are called for active duty, will be considered as not having a break in service for purposes of the retirement plan. There will be no requirement to re-qualify for participation in the retirement plan upon re-employment. In addition, upon re-employment, the University will make any plan contributions that it would have made if the employee had not been on a leave of absence for active military service. However, the University will contribute no interest or earnings to the employee's retirement account. Plan participants returning to employment are also provided an opportunity under federal law to make certain retroactive voluntary contributions that they could have made had they not been on military leave and the University will match such contributions consistent with the retirement plan.

A regular employee called to active duty who is released from active duty with an honorable discharge is entitled to be restored to his/her former position or to a position of like seniority, status and pay on the same terms and conditions as if the employment had not been interrupted.

An employee called to active duty who, upon release, has a service-related disability which makes him or her no longer qualified, with reasonable accommodations, to perform the duties of the former position and for whom job restructuring is not feasible, will be offered an alternative position for which he or she is qualified with reasonable accommodations. If an employee who was called to active duty requests re-employment in an alternative position, he or she must be employed in a position that provides seniority, status and pay, as similar as possible to the former position.

An employee ordered to active duty for a period of 31-180 days must apply for re-employment within 14 days of release from active duty. An employee ordered to active duty for a period of 181 days or more must apply for re-employment within 90 days of release from active duty.

IV. Employee Benefits

A. Insurance Benefits

The University supplements the cost of medical, dental, vision, basic life, and long-term disability insurance for all full-time employees. Belmont University offers benefits to the spouses and eligible dependents of the University's full-time employees. The University defines spouse to include the individual to whom the eligible employee is legally married. Employees are responsible for paying the cost of medical, dental and vision insurance on their dependents. All insurance premiums are paid through payroll deduction.

For benefit purposes only full-time employment is defined as regularly working 30 hours or more per week. These employees are eligible for group insurance benefits on the first day of the month following date of hire. Insurance online enrollment must be completed before coverage can take effect. Employees have the option to decline coverage at the time of hire and at open enrollment.

Belmont follows the provisions under the Affordable Care Act (ACA) and will provide medical only coverage to qualified employees.

Belmont schedules an open enrollment period for insurance benefits during the month of November each year. Changes to current selections can be made during this open enrollment period. Changes made during the open enrollment period take effect January 1 of the following year. Certain qualifying events may allow changes to coverage selections outside of the open enrollment period. Employees may contact the Office of Human Resources for information on what constitutes a qualifying event. Changes made due to a qualifying event must be made within 31 days of the event. The following is a brief introduction of the insurance benefits that are currently provided. For complete details, employees may contact the Office of Human Resources or visit the HR Website at <http://my.belmont.edu>.

HEALTH INSURANCE

Belmont University currently offers medical insurance options through a preferred provider network. Belmont offers a Preferred Provider Plan (PPO) and a High Deductible Health Plan (HDHP). Medical, dental, and vision insurance are unbundled, meaning an employee may elect, for example, employee only coverage for medical insurance and family coverage for dental insurance. Belmont University neither recommends nor accepts liability for services provided by any of the medical providers within the network.

DENTAL INSURANCE

Belmont offers a Basic Dental Plan and a Buy Up Dental Plan. Both plans are through a preferred provider plan. The level of coverage for in-network and out-of-network services are the same, except that the in-network percentage of benefits is based on the discounted fee negotiated with the provider and the out-of-network percentage of benefits is based on the usual and customary rates in the geographic area in which the expenses are incurred.

VISION CARE PLAN

The vision care plan offers a network vision plan for Belmont.

TAX SAVING SPENDING ACCOUNTS

Belmont offers a health care flexible spending account (FSA) that allows employees enrolled in the PPO plan to set aside pre-tax dollars to pay for out-of-pocket health care expenses that are not covered by medical dental or vision plans such as co-pays or deductibles. Employees selecting the HDHP option are automatically enrolled in a health savings account (HSA) which includes both employer and employee contributions. Funds in an HSA belong to the employee and any remaining amounts can be carried from year to year including after the employee leaves Belmont. A Dependent Care Spending Account allows employees to set aside pre-tax money to pay for dependent care expenses for their family. Dependent care expenses must be for a dependent who is younger than age 13, or spouse, dependent incapable of self-care or elder care.

LIFE INSURANCE

Belmont provides group life insurance at no cost to the employee equivalent to one time the employee's annual base salary rounded to the next higher thousand to a maximum of \$100,000.

A life insurance beneficiary must be designated via the online enrollment process for employees. Policy beneficiaries may be changed at any time. Contact Human Resources for coverage and premium details.

OPTIONAL LIFE INSURANCE

Belmont offers an optional voluntary life insurance policy to full-time Belmont employees up to \$250,000 guaranteed issue at the time of hire. The employee may elect up to 5X annual salary (\$1,000,000 maximum) with a few medical questions.

Premiums are based upon the employee's age and level of coverage. Coverage for dependents is available provided the employee purchases a policy on him or herself. Spouse coverage is up to 100% of the elected employee amount up to a maximum of \$250,000 with a guaranteed issue amount of \$25,000 and \$10,000 on dependent children. One rate covers all child/children regardless of the number of children in the family. Premiums are payroll-deducted on an after-tax basis. Proof of insurability is required if the selection is not made the time of hire. Contact Human Resources for coverage and premium details.

LONG-TERM DISABILITY INSURANCE

Belmont provides long-term disability (LTD) insurance. If an employee becomes completely disabled due to injury or sickness and the disability continues without interruption longer than the 90-day elimination period, the insurance company will pay 60 percent of base salary to a maximum of \$8,500 per month.

The value of the premium Belmont University pays for your basic LTD will be reported as imputed income (gross-up) in your pay. The purpose of imputed income is to provide a tax-free disability benefit in the event you should become disabled. You will automatically be enrolled in the basic LTD plan.

Belmont offers Buy-Up LTD insurance. You may enroll in this benefit as a new hire without submitting evidence of insurability (EOI). If you decline coverage when first eligible and enroll at a later date you will need to complete an EOI and be approved for coverage before it will go into effect. The Buy-Up LTD offers you the opportunity to enhance your coverage by increasing your benefit amount to 60% of your monthly earnings up to a maximum of \$15,000 (through a combination of the Basic and Buy Up LTD plans).

WORKERS' COMPENSATION INSURANCE

The Workers' Compensation Laws of Tennessee protect all Belmont employees in the event of an occupational injury or disease. Employees should refer to the Safety and Wellness Policies and Programs section in this handbook for additional information.

CONTINUATION OF INSURANCE BENEFITS (COBRA)

Federal and state law gives certain rights to continue an employee's group health and welfare insurance coverage beyond the date when the coverage would otherwise end. The employee must have a qualifying event to continue coverage at the employee's expense under COBRA. Qualifying events are certain events that would cause an employee to lose health coverage under a group health plan.

The following are examples of a qualifying event:

- Termination of the employee's employment
- Reduction of the employee's work hours (from full-time to part-time)
- Death of the employee
- Divorce or legal separation of the employee and the employee's spouse*
- A dependent child ceases to be a dependent under the insurance plan
- The employee becomes eligible for Medicare.*

*The employee, the employee's spouse, or the employee's dependent is responsible for notifying the Office

of Human Resources of any events marked with an asterisk.

HEALTH BENEFITS FOR PRE-65 RETIREES

Belmont University offers retiring staff and faculty employees the option of continuing the University's current health, dental and vision plan until the earlier of age 65 or Medicare eligibility, whichever comes first.

Employees choosing this benefit pay the full cost of all monthly premiums established by Belmont University. A number of conditions apply:

- The employee must currently be in a benefits eligible position and be at least 59.5 years of age by the month of the retirement.
- The employee must have a total of at least 15 years of benefits eligible service at Belmont University.
- This benefit applies only to the retiring employee. The retiring employee can elect to continue some or all the current health, dental or vision plans.
- The employee's spouse and any (IRS defined) dependents can elect COBRA coverage as defined by law, up to 36 months of coverage from the date of the employee's retirement.
- Administration of the Pre-65 retiree coverage will be handled by the current COBRA administrator that is in use by Belmont University. The amount of the monthly premiums will be the current amount for COBRA coverage. As with COBRA coverage, if the retiring employee does not pay the monthly premiums by the monthly deadlines, then the coverage is dropped with no ability to reinstate coverage.
- The retiring employee must elect coverage within 60 days from their Belmont University retirement date. If they do not elect and pay for coverage by the deadline, they cannot elect coverage at a later date.
- Retiring employees who have other health coverage or become eligible under another plan (for example, they take another job or their spouse has another plan) are not eligible for Belmont University's retiree plan.
- Coverage for the retired employee automatically ends on the end of the month of their 65th birthday or earlier if they become Medicare eligible.
- During the annual enrollment period for benefits, retired employees who are on the plan may elect to drop any or all of their plans in a similar process to what is required of current employees but they cannot add coverage at this time if they previously declined it.

SUPPLEMENTAL INSURANCE

Various types of supplemental insurance may be offered and available for purchase by Belmont employees at group rates and paid through payroll deduction. For more information visit the HR Website at <http://my.belmont.edu>.

B. Social Security

Social Security benefits are paid for death, total disability and retirement, provided the employee has been covered by Social Security for a period of time sufficient for eligibility. Belmont shares the cost of this benefit by matching the employee contribution. Benefit claims should be filed with the local Social Security office.

C. Tuition Reduction Benefit for Undergraduate Programs

Employees

Employees who have been employed on a full-time basis at Belmont University for at least six (6) months are eligible to receive a reduction of tuition and student fees. The following terms and conditions apply to the receipt of this benefit:

- A 100% tuition reduction is available for regular undergraduate coursework. This can include auditing a class for non-degree seeking students.
- The employee tuition reduction benefit is only available for completion of one undergraduate degree.
- Employees that are degree seeking must meet the entrance requirements of the University and continuing academic standards appropriate for the degree they are seeking. Employees receive

tuition reduction for up to seven semester hours in each of the fall and spring semesters per year at Belmont. Tuition reduction is available for a total combination of seven credit hours taken during both summer sessions.

- Employees wishing to enroll in more than seven credit hours may do so, however, they are responsible for paying the full rate of tuition for any hours above the seven allowed by the tuition reduction benefit.
- The reduction benefit includes the student fee only. Recipients are responsible for paying all other course fees, books, equipment, computer hardware and software, travel expenses and any incremental tuition over the standard tuition rate (for example excess tuition for required international studies).
- Employees participating in the tuition reduction benefit may enroll in one three-hour course per semester that meets during the employee's regular working hours. The employee must request supervisor's approval prior to scheduling participation in a course that meets during regular working hours. If the employee is approved by his or her supervisor to take a course during work hours, the employee and supervisor will schedule time for the employee to make up work time missed while in class.
- During summer sessions, recipients may take one 3-hour course in either the first or second summer session during regular working hours in the summer with supervisor's approval.
- The additional four semester hours for which the employee is eligible must be taken outside the employee's regular working hours. If course enrollment is limited, students who pay tuition will receive preference over employees receiving the reduction benefit.
- Employees receiving tuition reduction will not be counted as students registered for a class for purposes of determining whether the class meets minimum enrollment requirements.
- Employees shall be responsible for any personal income tax liability created by the receipt of the tuition reduction benefit.
- Employees are responsible for paying any unpaid balances on their student accounts. If these balances have not been paid by the end of the academic term (August 1, December 1 or May 1), the University will deduct the amount of the account balance from the employee's pay.

Spouse and Dependent Children

Dependent children (under the age of 26 and claimed as dependents on employees' federal income tax returns) of full-time employees are eligible to receive a reduction of tuition for undergraduate coursework. The following terms and conditions apply to the receipt of this benefit:

- Spouse and dependent children will be expected to pay all fees.
- The employee tuition reduction benefit is only available for completion of one undergraduate degree for each spouse and/or dependent.
- Spouse and dependent children are eligible to receive a tuition reduction on undergraduate coursework according to the following schedule):
 - 0 - 2 Years of Full-Time Employment 50 percent Tuition Reduction (fees excluded)
 - 2+ Years of Full-Time Employment 100 percent Tuition Reduction (fees excluded)
- Spouse and dependent children that are degree seeking must meet the entrance requirements of the University and continuing academic standards appropriate for the degree they are seeking.
- Tuition reduction for dependent children is available for undergraduate courses only. The employee shall be responsible for any personal income tax liability created by the receipt of the tuition reduction benefit. Recipients are responsible for paying all student fees, course fees, books, equipment, computer hardware and software.
- Employees are responsible for paying any unpaid balances on the student account. If these balances have not been paid by the end of the academic term (August 1, December 1 or May 1), the University will deduct the amount of the account balance from the employee's pay.
- Employees must request an "override" through Belmont Central or the Office of Student Financial Services for spouse or dependent children credit hours over 16 per semester.
- Spouse and dependent children may also take courses during the summer sessions using the Tuition Reduction benefit.

Part-Time Adjuncts

Upon completion of five consecutive years of teaching service (at least one course per year) or other employment at Belmont University, current adjunct faculty will be allowed to take undergraduate or graduate classes using the tuition reduction benefit. This benefit is not extended to spouses or dependent children of adjuncts. This tuition reduction benefit is provided for undergraduate or graduate classes for the adjunct faculty member during any semester when they are teaching. Scheduling classes is done in consultation with the department chairperson or dean. Details about the undergraduate tuition reduction benefit are found in Section IV. C of this handbook. Details about the graduate program tuition reduction are found in Section IV. E of this handbook.

Former Employees, Spouses and Dependents

Former employees who held positions of full-time employment at Belmont University for at least 10 years are eligible to receive a reduction of tuition in undergraduate tuition for their spouse and dependent children (under the age of 25). The following terms and conditions apply to the receipt of this benefit:

- Former employees, their spouse and dependent children will be expected to pay all fees including books and equipment such as computer hardware and software. Those with 10 years of prior service receive a tuition reduction of 50 percent. An additional 5 percent reduction is awarded for each full year of service over 10.
- For purposes of this policy, a former employee is a person who meets the length of service requirement whose employment with the University ceased because of death, disability, retirement or voluntary resignation.
- Tuition reduction for former employees, their spouse and dependents is available for undergraduate courses only.
- The former employee shall be responsible for any personal income tax liability created by the receipt of the tuition reduction benefit.

Additional Provisions

The following additional terms and conditions apply to the tuition reduction benefit whether received by a current or former employee or his/her spouse or dependent children.

- Student employees are not eligible for the tuition reduction benefit.
- Recipients registering for Belmont West/East or study abroad programs may not apply the tuition reduction benefit to tuition costs/charges, special program fees or additional expenses associated with these programs where no formal tuition exchange agreements are in place between Belmont University and the outside University where the student wishes to study. For example, where no formal tuition exchange agreement is in place between the outside University and Belmont, students are responsible for the entire amount of tuition charged by the outside University in addition to room and board, travel expenses, etc. For more information concerning study abroad opportunities, contact the Office of Study Abroad.
- Dependent children eligible for the benefits provided by this policy include only those children lawfully claimed by the employee as dependents on his/her most recent federal income tax return.
- Those who are eligible to receive the tuition reduction benefit may apply for other forms of institutional aid administered by Belmont. These other forms of aid include, but are not limited to, scholarships based on athletic or academic ability, need or other criteria regardless of whether the scholarship was originally funded by the University or by a third party. If such institutional aid is awarded, the recipient must choose between receiving the aid and receiving the tuition reduction benefit.
- The tuition reduction benefit shall constitute Belmont's match for purposes of any externally-funded scholarship programs that require Belmont to match the funds paid to the University on behalf of the scholarship recipient. Where externally-funded and administered scholarships are designated for tuition only, these funds will be applied to the student's account before the tuition reduction benefit. If such funds may be used for other expenses such as room and board, they will be preserved for this purpose. If the combination of tuition reduction benefit and external scholarship money exceeds the amount owed to Belmont, the tuition reduction benefit will be reduced accordingly.
- Tuition reductions are extended only once per course. If it is necessary to repeat the course for any

- reason, the recipient will be charged tuition for the course at the current credit hour charge.
- If employment ceases before an academic term has concluded, the tuition reduction benefit will be prorated to apply to that portion of the term in which the employee was employed. The balance of tuition will be due and payable according to the University's standard student account payment policy.
- An application for tuition reduction benefit must be completed and returned to Belmont Central or the Office of Student Financial Services at least six weeks prior to the first day of class in each academic term in which the recipient wishes to claim the benefit. Applications are available in Belmont Central or can be downloaded from the Office of Human Resources website.
- The employee shall be responsible for any personal income tax liability created by the receipt of the benefit.

D. Tuition Exchange Program

Belmont University participates in Tuition Exchange, Inc. (TE) and the Council of Colleges Tuition Exchange Program (CIC-TEP). TE is an association of participating institutions in a reciprocal scholarship program for undergraduate coursework. CIC-TEP is an association of participating institutions in a reciprocal scholarship program that extends benefits to dependents (as defined by the IRS) as well as employees and spouses.

Tuition exchange is only available for dependents of eligible employees and children of deceased employees who are otherwise eligible for undergraduate reduction. To be eligible for this benefit, however, the employee needs to have been in a full-time position for four or more years by the dependent's first semester. More information is available on the TE website at www.tuitionexchange.org or the CIC-TEP website at [students \(cic.edu\)](http://students.cic.edu) and by contacting the Office of Human Resources.

As a CIC institutional member, Belmont gains access to an extensive professional network of thousands of institutional leaders and administrators and can be part of a collective voice that influences policy decisions, funding, and legislation that directly impacts higher education institutions. Opportunities include annual data reports on campus demographics and finances, community forums for members to collaborate in secure discussions with their counterparts at other institutions, and faculty development programs. Members receive discounted registration fees at the annual President's Institute and Chief Academic Officer's Institute.

E. Employee Tuition Reduction for Graduate Programs

Employees who have been full-time employees at Belmont University for at least six (6) months may be eligible to receive a 75% reduction of tuition for courses in the University's graduate programs. The following terms and conditions apply to the receipt of this benefit:

- Each Belmont employee who is admitted to a graduate program may take up to seven graduate hours a semester at a 75% reduction of published graduate tuition.
- The published graduate tuition will be reduced 75% for graduate coursework. Employees enrolled in a graduate program prior to this date will be grandfathered at the previous graduate rate for the duration of the program.
- The employee tuition reduction benefit is only available for completion of one graduate degree.
- Tuition reduction does not apply to any doctoral programs, except see **Tuition Reduction Benefit for Ph.D. in Strategic Leadership in Education** below
- Employees wishing to enroll in more than seven graduate credit hours may do so, however, they are responsible for paying the full graduate rate of tuition for any hours above the seven allowed by the tuition reduction benefit.
- Staff members utilizing the tuition reduction benefit may enroll in up to three hours per semester of courses that meet during the employee's regular working hours. During summer sessions, recipients may take up to three hours in either the first or second summer session during regular working hours. The staff member's supervisor must approve the scheduling of all courses in which the employee is a student during regular working hours.
- The additional four semester hours for which the employee is eligible must be taken outside the employee's regular working hours.

- Employees receiving tuition reduction will not be counted as students registered for a class for purposes of determining whether the class meets minimum enrollment requirements.
- The reduction benefit includes the student fee only. Recipients are responsible for paying for all other course fees, books, equipment, computer hardware and software, travel expenses and any incremental tuition over the standard tuition rate (for example excess tuition for required international studies). Where no formal tuition exchange agreements are in place between the outside University and Belmont, students are responsible for the entire amount of tuition charged by the outside University. For more information, please speak with your graduate program office and contact the Office of Study Abroad.
- If course enrollment is limited, students who pay tuition will receive preference over employees receiving the reduction benefit.
- Full-time student employees are not eligible for the tuition reduction benefit. Tuition reductions are extended only once per course. If it is necessary to repeat the course for any reason, the recipient will be charged tuition for the course at the then current credit hour charge.
- Applications for graduate tuition reduction are available from Belmont Central or can be downloaded from the Human Resources website.
- An application for tuition reduction benefit must be completed and returned to Belmont Central or the Office of Student Financial Services at least six weeks prior to the first day of class in each academic term in which the recipient wishes to claim the benefit.
- Employees shall be responsible for any personal income tax liability created by the receipt of the tuition reduction benefit.
- Employees are responsible for paying any unpaid balances on their student accounts. If these balances have not been paid by the end of the academic term (August 1, December 1 or May 1), the University will deduct the amount of the account balance from the employee's pay.
- If employment ceases before an academic term has concluded, the tuition reduction benefit will be prorated to apply to that portion of the term in which the employee was employed. The balance of tuition will be due and payable according to the University's standard student account payment policy.

F. Employee Tuition Reduction Benefit for Ph.D. in Strategic Leadership in Education

Belmont University offers a Ph.D. in Strategic Leadership in Education (SLE) and will provide a tuition reduction benefit for a limited number of qualified employees who have been admitted and enrolled in the program whose further education would benefit both the employee and their contributions to the mission of the University.

Tuition Reduction Benefit

The tuition cost for employees selected for the employee tuition reduction benefit and enrolled in the Ph.D. Program in Strategic Leadership in Education will be a 75% reduction from the standard tuition rate for the Ph.D. program.

Limited Enrollment

To preserve both the financial viability of the Ph.D. program in Strategic Leadership in Education, and the diverse flavor of the cohort, no more than one-third of the students enrolling in each academic year's new Ph.D. cohort may be Belmont University employees who wish to take advantage of the employee tuition reduction benefit. In any academic year, the University President may choose to increase the number of seats available for employees in the incoming Ph.D. cohort.

Selection Criteria

An employee tuition reduction benefit selection committee made up of the Provost and Executive Vice President for Academic Affairs, Chief of Staff and Executive Vice President for Administration, Vice President for Enrollment, and Dean of the College of Education (or their designee) shall be empowered to select the qualified Belmont University employees most appropriate to admit to the Ph.D. in Strategic Leadership in Education each year with the employee tuition reduction benefit. The committee will ground their selection in the following criteria:

- Academic performance (undergraduate and graduate academic record)
- Recommendations from supervisor(s) and Belmont leadership
- Years of service to Belmont University
- Employee performance

- Timely submission of Ph.D. application and supporting materials
- Ability to enhance the cohort's learning by bringing diversity of perspectives or experiences
- Importance of their role to strategic priorities of Belmont University
- Value of individual's professional growth to advance the mission of Belmont University.

Timeline

April 1, 2025
Application Due

Priority Admissions Deadline and Employee Tuition Reduction Benefit

May 30, 2025
August 20, 2025

Decisions on Employee Discount Selection Finalized and Communicated
Fall Semester Begins

Employee Commitment for Continued Employment

Each employee that is admitted to the Ph.D. program and is selected for and takes advantage of the tuition reduction benefit will make a four-year post-graduation commitment to continuing their employment at Belmont University. Employees who choose to leave the University before the full four years will be required to pay back the employee tuition reduction portion of the cost of the program on a pro-rated basis, according to the schedule below:

- Leave within 1 year of graduation, pay employee tuition reduction benefit in full 1
- Leave after 1 but within 2 years of graduation pay 75% of employee tuition reduction benefit
- Leave after 2 but within 3 years of graduation pay 50% of employee tuition reduction benefit
- Leave after 3 but within 4 years of graduation pay 25% of employee discount Leave 4 years or more after graduation, no repayment required

Employees involuntarily separated from employment by the University are not subject to repayment, unless said separation arises out of the employee's intentional misconduct.

Other Important Provisions:

- To be eligible, employees must have been full-time employees at Belmont University for at least six (6) months.
- Employees receiving tuition reduction will not be counted as students registered for a class for purposes of determining whether the class meets minimum enrollment requirements.
- The tuition reduction benefit includes the student tuition fee only. Recipients are responsible for paying all other course fees, books, equipment, computer hardware and software, travel expenses and any incremental tuition over the standard tuition rate (for example excess tuition for required international studies).
- If course enrollment is limited, students who pay tuition will receive preference over employees receiving the reduction benefit.
- Employees shall be responsible for any personal income tax liability created by the receipt of the tuition reduction benefit.
- If employment ceases before an academic term has concluded, the tuition reduction benefit will be prorated to apply to that portion of the term in which the employee was employed. The balance of tuition will be due and payable according to the university's standard student account payment policy.
- Staff members utilizing the tuition reduction benefit may enroll in up to three hours per semester of courses that meet during the employee's regular working hours. During summer sessions, recipients may take up to three hours in either the first or second summer session during regular working hours. The staff member's supervisor must approve the scheduling of all courses in which the employee is a student during regular working hours.

G. Spouse Tuition Reduction in Graduate Programs

For the graduate programs deemed eligible, spouse of employees will receive 60% tuition reduction benefit. The beneficiary is expected to pay all fees.

- The tuition reduction benefit is only available for completion of one graduate degree.
- Programs ineligible for the benefit are the Juris Doctor, Doctor of Physical Therapy, Doctor of Occupation Therapy (including Weekend Program), Doctor of Education in Strategic Leadership in Education and Doctor of Medicine.

H. Retirement Plan Options

To ensure that all employees have an opportunity to establish savings to use at retirement, Belmont University provides several options including a 403(b) defined contribution plan, a Roth 403(b) plan and a 457(b) plan that are available for all eligible employees. Currently Belmont uses the investment services provided by the Teachers Insurance and Annuity Association (TIAA).

Belmont University has a 403(b) tax-sheltered annuity plan which is a defined contribution plan – the benefit at retirement will be determined by the amount the employee and the University have contributed. Employees may begin making pre-tax contributions to either plan as soon as they are employed at Belmont. The maximum employee pre-tax contributions allowed are defined by IRS and federal regulations.

New full-time employees will automatically be enrolled with TIAA with an employee contribution of 3% of their gross base salary. To opt out of this enrollment or choose a different vendor or amount, employees need to go to [MyBelmont/Benefits/Retirement](#).

Employees are qualified to receive tax-sheltered employer matching contributions once they enter the 403(b)-retirement plan. The University will match dollar for dollar any employee contributions made to the annuity plan up to a maximum contribution of 5% of the employee's gross base salary. Gross base salary does not include: overtime, stipends, overloads, awards, bonuses or miscellaneous pay. Employees must contribute to the program to receive the matching university contributions. Employee and employer contributions are fully vested at 100 percent from the date when participation in the program begins.

All Belmont employees, including staff and faculty who work at least 1000 hours on an annual basis, are eligible for the University contribution matching for the 403b plan except student employees enrolled and regularly attending classes offered by Belmont who are also performing services for the University.

Belmont University also offers a Roth 403(b) option. Roth 403 (b) contributions are taxable contributions into a retirement account whose principle and earnings when distributed are tax free if they meet the definition of “qualified distributions”. Qualified distributions of Roth 403 (b) are those that are made after a 5-taxable year participation period has been met and are made on account of a participant’s attaining age 59 ½, death, or becoming disabled. Limits apply to all participant contributions combined, whether traditional, Roth or both.

Belmont University offers a 457(b) Plan. This is a non-qualified retirement option and would allow additional contributions on a tax-deferred basis. These contributions can be made concurrent with the 403(b) elective deferrals. The plan would allow individuals to contribute up to the IRS annual regulatory limit.

Employees should contact the Office of Human Resources for complete information on these benefits or see the Benefits section of the Human Resources Web pages at <http://my.belmont.edu> for more information including the retirement contribution and enrollment forms.

I. Faculty Phased Retirement

A voluntary phased retirement program is available for any Belmont University faculty member holding a provisional or tenured appointment. This phased approach to retirement is available for those who prefer a gradual transition to a date certain full retirement. Please refer to the Faculty Handbook for complete details.

J. Athletic Pass

The Belmont ID card allows the employee and one guest to be admitted to all athletic events played at “home,” with the exception of basketball. Basketball games require employees to reserve tickets. A free ticket for the employee and one guest can be reserved at www.belmontbruins.com. Post-season events are excluded.

K. Retirement Gift

Full-time employees who are retiring from active service and who are at least 55 years of age will receive a one-time gift from the University, based on the following schedule:

- After 10-14 years of full-time service - \$250
- After 15-19 years of full-time service - \$325
- After 20-24 years of full-time service - \$400
- After 25 or more years of full-time service - \$500

L. Mental Health & Employee Assistance Program (EAP)

Belmont is committed to supporting you in all aspects of your health. We have partnered with Lyra to provide a comprehensive mental health solution, supporting every need with a full spectrum of care options. All employees get access to:

- Solution-focused care for behavioral health – Help for stress, anxiety, depression, ADD/ADHD, relationship issues, sleep disorders, and other behavioral needs from therapists practicing proven evidence-based methods.
- Convenient options for busy lives – Members can choose where and how to meet with a coach or therapist, either one-on-one at the provider's office, via live video, live messaging, or over the phone.
- A care team supporting everyone's success – The Lyra care team is available 24/7 to help members access the best care.
- Belmont employees, spouses, and dependent children are eligible for up to 8 sessions per year with a Lyra therapist or coach at no cost.

Find more information on [My Belmont/Benefits/Employee Assistance Program](#)

M. Health Services and Belmont University Pharmacy

Health Services is dedicated to the maintenance and/or restoration of good health and provides confidential services to faculty and staff. Services provided include health care for acute illnesses such as allergies, sinus infections, bronchitis, ear infections, flu, sore throats and headaches and for minor injuries. Physical exams, immunizations, allergy injections, blood pressure checks, health counseling and referral services are also provided. There is no charge for the office visit; however, there is a nominal charge for any lab services rendered and vaccines are provided at cost.

Prescriptions and over-the-counter medications may be purchased at the Belmont University Pharmacy. Belmont employees also receive a 10% discount on over-the-counter medications.

N. Check Cashing

Employees may cash personal checks up to the amount of \$20 at Belmont Central (located in the Gabhart Student Center). Employees who have had three checks returned due to insufficient funds will have their check-cashing privileges revoked.

O. The BruinShop Discount and Charge Policy

The BruinShop extends a 15 percent discount on eligible merchandise to faculty and staff. Payment may be made by MasterCard, Visa, Discover, American Express, cash, check or by establishing a Staff Charge Account. Faculty and staff who wish to pay for items with a Staff Charge Account at The BruinShop should present their Belmont ID and complete a payment agreement. Only faculty and staff signing the charge agreement will be eligible for charge privileges.

The payment agreement includes:

- All charges must be paid in full by the end of April. In the event the balance is not paid at the end of April, the University has the option to deduct payments from the employee's payroll check. Accounts that require payroll deduction will be closed. Future charge privileges will be available only with the approval of The BruinShop management.

- No charges on personal accounts may be made during the month of May, due to fiscal year closing.
- Any account that carries a balance over 90 days will be entered as “inactive,” allowing no further charges and closed at the dates specified if not paid as policy requires.
- A 15 percent discount.
- A 1.5 percent service charge on unpaid balances after April that require payroll deduction.

P. Library

The [Lila D. Bunch Library](#) houses approximately 186,000 physical items, providing a rich array of resources for students, faculty, and staff, including books, music CDs, music scores, DVDs, and archival collections. The library also provides over 365,000 eBook titles, and hundreds of databases and full-text periodical titles online. Access to the library’s electronic collections is available on or off-campus for Belmont students, faculty, and staff. With its primary goal to enhance the University’s academic programs, Bunch Library strives to provide a well-rounded, accessible collection based on the curriculum. The library offers information literacy instruction as well as individualized research assistance. Public access computers are located on the first floor of the library, with access to book and image scanners and printers. The Gallery of Iconic Guitars, the Frederick Hart Studio Gallery Museum, and the Leu Art Gallery are located within the library. The library is open seven days a week with 24-hour access during the school year.

Q. Fitness & Recreation

The Department of Fitness & Recreation, located in the Beaman Student Life Center offers facilities, programs, and services designed to help patrons improve their health and well-being through a variety of avenues. The facility houses a full-size basketball court, a rock-climbing wall, two racquetball courts, a group fitness studio, and a fitness center with free weights, weight machines, cardiovascular machines, and functional training accessories to help patrons improve their quality of life through exercises that mirror activities of daily living.

FitRec also offers patrons the opportunity to find their fit through personal training – either in one-on-one or small group (up to four patrons) formats. Personal trainers work with patrons to develop exercise routines that are conducive to their schedule and lifestyle to achieve the goals that they set together.

In addition, FitRec hosts several group fitness classes throughout the week that occur at times specifically identified to complement a productive work-life alignment. These classes come in a variety of formats (i.e. Spin, Yoga, strength training, etc.) and are led by instructors who provide participants with options or challenges to make the class experience right for them.

Current faculty and staff members have access to the Fitness Center by scanning their ID card. Employees may purchase memberships for eligible members of their immediate family (spouse or dependent child between the ages of 16-18 years old) and are also able to checkout recreational or outdoor equipment, as well as utilize the locker rooms and shower facilities on-site. For more information concerning memberships, locker rentals, or any of the programs mentioned above, contact FitRec at 615-460-6313 or Beaman.center@belmont.edu.

R. Bruin Bucks

Bruin Bucks are dollars on a declining balance account and may be used as a check card at many food service locations on and off campus. To add Bruin Bucks to your employee ID, take a check, credit card or cash to Belmont Central or Dining Services. Employees receive a 10% discount on food purchases at the Corner Court made with Bruin Bucks. Lost cards can be reported at Dining Services and any remaining Bruin Buck balances can be transferred onto a new ID card.

S. Wellness Program

Belmont University offers a Wellness Program to staff and faculty through Blue Cross Blue Shield of TN. Employees can take part in healthy activities and programs that interest them and earn rewards as a result. Activities include taking a Personal Health Assessment and getting an annual preventative medical exam. Employees can earn up to \$500 in rewards for participating and reaching certain wellness goals. You must actively enroll in the BCBST Wellness Blue Access plan to participate. For more information, employees may visit the HR Website at <http://my.belmont.edu>.

V. Policies and Guidelines

A. Sexual Harassment and Sexual Misconduct Policy

Statement of Policy

Belmont University is a Christ-centered community of learning and service. Our community is committed to the dignity and worth of every individual, which is embodied in our Community Commitment to Individual Worth. Discrimination on the basis of sex, including sexual misconduct, is the antithesis of this Community Commitment. Because of our faith commitment, community values and obligations of federal law under Title IX of the Education Amendments of 1972, members of the Belmont community, guests, and visitors have the right to be free from sexual misconduct and from retaliation for reporting incidents of sexual misconduct. Accordingly, the community rejects and responds assertively to sexual misconduct violations. When violations are found, Belmont will take action calculated to stop the behavior, ameliorate its effects, and/or prevent the behavior from reoccurring. Such action is likely to include, but is not limited to, suspension, expulsion, or dismissal of the person who violated this policy. This policy statement is aided and supported by the university's Substance Free Community Policy as well as by its practice of providing secure, single-sex, on-campus residential living areas.

Preemption Clause

The following process alters the general Accountability Process found in the Bruin Guide and the Employee Handbook. This process governs the community's response to sexual misconduct violations. When an incident involves multiple alleged violations, one of which is an alleged violation of the Sexual Misconduct Policy, this process will control for all violations.

Authority and Delegations

The Title IX Coordinator/Director is the University authority responsible for ensuring compliance with this policy. At the discretion of the Title IX Coordinator/Director and in a manner not inconsistent with this policy, any of the duties or responsibilities described herein as belonging to the Title IX Coordinator/Director may be delegated or assigned.

Computation of Time/Notice by Official Email

Unless specifically indicated otherwise, timelines in this policy will be calculated using University business days (i.e., non-holiday weekdays on which the University is open and operating, whether or not classes are in session).

An email to a Belmont-provided email address, or any contact effort for non-Belmont individuals, shall be considered official notice under this Policy.

Jurisdiction

The university retains the right to address violations of its Sexual Misconduct Policy when the violation involves: a Complainant and a Respondent that are both members of the Belmont community, such as, but not limited to, students, faculty, staff, and contractors and (1) the incident occurred on campus; (2) the incident occurred at an off-campus Belmont activity or event; or (3) the incident occurred off-campus and denies or limits the ability of the Complainant to participate in or benefit from Belmont's educational programs or activities.

When the Complainant or Respondent is not a member of the Belmont community, it limits the authority the university can exercise over that individual. In those situations, the university retains the right to conduct an investigation and provide appropriate remedies. The Title IX Coordinator may continue under the Alternative Sexual Misconduct Accountability Process, refer the Respondent to a more appropriate university process for a response, close the matter, or take other action within the administrative discretion of the Title IX Coordinator.

The Sexual Misconduct Policy and Other Policy Violations¹

The well-being and safety of Belmont community members is of critical importance to our community. Accordingly, special consideration will be given in cases where concern over other violations of policy may create a disincentive for Belmont individuals to report violations of the Sexual Misconduct Policy.

If a person(s) reports a violation of the Sexual Misconduct Policy, the university may choose not to pursue any violations it learns of related to the incident. These violations may include, but are not limited to, violations of the Substance-Free Community Policy, Visitation Policy, Sexual Values Policy, etc. This applies to the person making the report, witnesses or others who may be able to provide information, and the person who experienced the sexual misconduct if he or she is someone other than the reporting person.

The university's goal in not pursuing potential violations by others involved is to encourage reporting. It does not condone those violations. Accordingly, this special consideration will not excuse any violations by someone found to be in violation of the Sexual Misconduct Policy.

Definitions

- A. Consent: Belmont University defines consent as follows. Consent is clear, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable, clear permission regarding willingness to engage in (and the conditions of) sexual behavior. Consent to any one form of sexual behavior does not automatically imply consent to any other forms of sexual behavior. Previous relationships or prior consent cannot imply consent to future sexual behavior. Consent cannot be given by someone under the age of 18. Consent cannot be given by someone who is incapacitated or who is being subjected to Coercion.
- B. Coercion: Words or conduct that, viewed from the perspective of a Reasonable Person, substantially impair a person's ability to voluntarily choose whether to engage in a particular sexual act. Coercion is something more than mere seduction or persuasion. Coercion includes, without limitation:
 - i. Physical force; and
 - ii. words and /or conduct that would cause a Reasonable Person to fear imminent harm to the person's health, safety, or property or that of a third person; threat of the loss of a job benefit; or kidnapping of the person or a third person.
- C. Incapacitated (or Incapacitation): A temporary or permanent state in which a person cannot make informed, rational judgments (e.g., judgments concerning sexual contact, sexual intercourse, or sexual exploitation) because the person lacks the physical or mental capacity to understand the consequences of their words and/or conduct; and /or the person is unable to physically or verbally communicate consent.
- D. Preponderance of the Evidence: The amount of evidence that causes one to conclude that an allegation is probably true (i.e., more likely true than not true). If the evidence on a particular allegation is equally balanced, then that allegation has not been proved by a preponderance of the evidence.
- E. Complainant: An individual who is alleged to be the victim of conduct that could constitute sexual harassment or sexual misconduct.
- F. Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or sexual misconduct.
- G. Responsible Employee: Any Belmont employee who is not employed in Facilities Management Services and is not classified as a student worker, except, however, that student workers employed as Resident Assistants are considered Responsible Employees.
- H. Reasonable Person: A reasonable person under similar circumstances and with similar identities to the Complainant.
- I. Officials with Authority to Institute Corrective Measures: The Title IX Coordinator/Deputy Title IX Coordinator, University President, University Provost, and Dean of Students.
- J. Sexual Misconduct: For the purposes of this policy, "Sexual Misconduct" includes Sexual Harassment and Sexual Exploitation.

¹ The Sexual Misconduct Policy, in part, addresses non-consensual sexual behavior. This policy is not to be confused with the community's policy regarding consensual sexual behavior. Please refer to the "Sexual Values Policy" in the Community Commitment to Self-Control section of the Bruin Guide for expectations related to consensual sexual behavior. Consent is defined under the Definition section of the Sexual Misconduct Policy.

- K. Title IX Scope: Sexual Harassment occurring in any educational programs or activities of Belmont University at locations within the United States, including:
- A. Locations, events, and circumstances in which Belmont University exercises substantial control over:
 - 1. The Respondent; and
 - 2. The context in which the sexual harassment occurs; or
 - B. Buildings owned or controlled by recognized student organizations; or
 - C. On Belmont University Campuses.

Within Belmont University's educational programs and activities, this policy applies to the following individuals:

- A. University employees, including faculty, full-time staff and part-time staff.
 - B. Students
 - C. Vendors
 - D. Third-party contractors
 - E. Visitors/guests
- L. Sexual Misconduct Outside the Scope of Title IX: Any conduct which occurs outside the Title IX Scope but which meets the definition of Sexual Misconduct under this Policy, including, for example, sexual assault or stalking involving students but occurring at an off-campus, non-Belmont affiliated location.
- M. Sexual Harassment:
- 1. Quid Pro Quo Sexual Harassment. An employee conditioning the provision of an aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct.
 - 2. Hostile Environment Sexual Harassment. Unwelcome conduct determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person the ability to perform their job functions or denies a person equal access to the relevant education program or activity.
 - 3. Sexual Assault: An offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation, which includes Forcible Rape, Forcible Sodomy, Sexual Assault with an Object, Forcible Fondling, Incest, and Statutory Rape.
 - a. Forcible Rape. Penetration or attempted penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without consent of the Complainant.
 - b. Forcible Sodomy. Oral or anal sexual intercourse or attested intercourse with another person, forcibly and/or against that person's will or not forcibly or against the person's will (non-consensually) in instances where the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - c. Sexual Assault With An Object. To use or attempt to use an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or against the person's will (nonconsensually) in instances where the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - d. Forcible Fondling. The touching or attempted touching of the private body parts of another person (buttocks, groin, breasts) for the purpose of sexual gratification, forcibly and/or against that person's will (nonconsensually) or not forcibly or against the person's will in instances where the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - e. Incest. Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by state law.
 - f. Statutory Rape. Nonforcible sexual intercourse with a person who is under the statutory age of consent.
 - 4. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition:
 - 1. Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 - 2. Dating Violence does not include acts covered under the definition of Domestic Violence.

5. Domestic Violence: A felony or misdemeanor crime of violence, committed:
 1. By a current or former spouse or intimate partner of the Complainant;
 2. By a person with whom the Complainant shares a child in common;
 3. By a person who is cohabitating with, or who has cohabitated with, the Complainant as a spouse or intimate partner;
 4. By a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of the state; or
 5. 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 the state.
6. Stalking: Engaging in a Course of Conduct directed at a specific person that would cause a Reasonable Person to:
 1. Fear for the person's safety or the safety of others; or
 2. Suffer Substantial Emotional Distress.

For the purposes of this definition, "Course of Conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property. "Substantial Emotional Distress" means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.
- N. Sexual Exploitation. Sexual exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct violations.

Sexual exploitation may include, but is not limited to, the following behavior:

- invasion of sexual privacy;
 - prostituting another person;
 - non-consensual video or audio-taping of sexual activity;
 - non-consensual photography of a community member while nude or partially nude, or the non-consensual distribution of such a photo or video;
 - going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual sex);
 - engaging in voyeurism;
 - knowingly exposing another person to an STI or HIV without that person's informed consent;
 - exposing one's genitals in non-consensual circumstances; inducing another to expose their genitals; and
 - sexually-based stalking and/or bullying may also be forms of sexual exploitation.
- O. Actual Knowledge: The University has actual knowledge of, and is required to respond to, allegations of sexual harassment when notice is provided to the Title IX Coordinator/Deputy Title IX Coordinator or an Official with Authority to Institute Corrective Measures on behalf of Belmont University. Complainants are encouraged to file complaints directly with the Title IX Coordinator/Director or a Deputy Title IX Coordinator, but may also report to an Official with Authority to Institute Corrective Measures.
 - P. Formal Complaint: A document that alleges Sexual Harassment against a Respondent and requests an investigation of the allegation that is either:
 1. Filed by a Complainant, or
 2. Signed by the Title IX Coordinator/Director or designee; and

Is filed at the time the Complainant is participating or attempting to participate in the educational program or activity of the University.
 - Q. Supportive Measures: Available in both Title IX Scope and non-Title IX Scope cases of sexual misconduct, individualized services reasonably and equitably available to Complainants and Respondents that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party, while designed to ensure equal educational/employment access, protect safety, or deter sexual harassment. These Supportive/Interim Measures are available before or after the filing of a Formal Complaint, and also in the event no Formal Complaint is filed.

In all cases, Supportive Measures —both interim and permanent—can include, but are not limited to, the following:

- Interim separation from the university;
- Removal from or modification of living arrangements;
- Removal from or modification of academic courses, including extensions of deadlines or other course-related adjustments;
- Removal from or modification of co-curricular program and activities, including athletics;
- Placement of an administrative hold on a student's accounts prohibiting access to transcript request and other services, including the issuance of a diploma;
- Escort while on campus or increased monitoring of certain areas by Campus Security;
- No-Contact Orders between involved individuals;
- No-Trespass Order on Belmont's campus for an individual;
- Advisory letter. For example, a letter informing a person, organization, team, etc. that actions or behavior that created an environment conducive to violations of the Sexual Misconduct Policy should end immediately or result in a further response by the university;
- Alleging violation(s) of other university commitments or policies for a person, organization, team, etc. whose actions or behavior created an environment conducive to violations of the Sexual Misconduct Policy;
- Assistance with retaking coursework or withdrawing from a course(s) without penalty;
- Assistance locating an off-campus counselor if on-campus counseling cannot meet needs; and
- Any necessary emergency action at the discretion of the Title IX Coordinator, including interim separation from the university. Emergency removal of a Respondent from an educational program or activity may occur following an individualized safety and risk analysis by the Title IX Coordinator which determines an immediate threat to the physical health or safety of a student or other individual, arising from the allegations of sexual misconduct, justifies removal. In this case, the Respondent shall receive notice and an opportunity to challenge the decision immediately following the removal.

Actions Following an Incident

A. Immediate Steps

Get to a safe place, such as a Residence Assistant's or Residence Director's room, the campus security offices (located in Gabhart Student Center) or a trusted friend's room or off-campus residence. If you are off campus and injured, call 911 for immediate help. If you are on campus and injured, call Campus Security at (615) 460-6911 for immediate help. Campus Security will come to your aid and summon Metro emergency responders.

If you have been the victim of non-consensual sexual intercourse, it is strongly recommended that you obtain a rape evidence examination to preserve evidence and support your opportunity to make decisions later. If possible, take a trusted friend or relative with you to the exam to provide additional support. Belmont personnel from the Office of Student Affairs are available to accompany you to the exam. Victims of sexual assault may obtain an exam at the following locations:

Metro General Hospital, 1818 Albion Street, Nashville, TN 37208

Vanderbilt University Medical Center, 1313 21st Avenue South, Nashville, TN 37232

Nashville Sexual Assault Center, 101 French Landing Drive, Nashville, TN 37228

www.sacenter.org www.nashvillesafeclinic.org

Deciding whether or not to report a crime to police may be difficult for you. If you decide to have an exam, by procedure medical staff will alert the police of your arrival. It is up to you if you would like to file a police report or talk to a police officer. You will be asked if you would like a sexual assault counselor to assist you at the facility. This counselor is trained to help you think through your options as well as answer any questions that you might have throughout the entire process.

Until you decide whether or not to have evidence collected it is very important to remember that there are things that you should not do:

- DO NOT shower or brush your teeth, if at all possible.
- DO NOT go to the bathroom, if at all possible.
- DO NOT drink or smoke.
- DO NOT change your clothes or underwear. If you have removed this clothing, bring it with you to the exam in a paper bag. This may preserve a lot of evidence.

B. Reporting Sexual Misconduct to the University

1. Reporting to the Title IX Coordinator: Any person may report sexual misconduct, including filing a Formal Complaint, to Belmont's Title IX Coordinator or Deputy Title IX Coordinator, whether during or outside regular business hours:

Carly Elliott, J.D.
Director of Institutional Compliance and Title IX Coordinator
Fidelity Hall, 2nd Floor Office: 615-460-6894
Email: carly.elliott@belmont.edu or TitleIX@belmont.edu

Meg Arnold
Interim Chief Human Resources Officer & Deputy Title IX Coordinator
Office of Human Resources
Fidelity Hall
Office: 615-460-6456
Email: meg.arnold@belmont.edu

Belmont's Title IX Coordinator/Deputy will NOT: (1) contact a reporter's parents to discuss sexual misconduct; (2) seek sanctions against a reporter for policy violations connected to the sexual misconduct event, such as violations of the substance abuse or visitation policies; or (3) force a reporter to pursue a Formal Complaint. Regardless of whether an individual intends to pursue a Formal Complaint, the Title IX Coordinator can provide valuable resources such as referrals to counseling, University Ministries, and the Nashville Sexual Assault Center, and assistance with academic, housing, and other concerns.

2. Confidential Resources
Individuals may seek confidential, professional assistance in the form of counseling, advocacy and/or support related to their experience or a friend's experience of sexual misconduct via the following Belmont services:

- Counseling Services at 615-460-6856
- Health Services at 615-460-5506
- University Ministries Pastoral Care at 615-460-6419

3. Non-Confidential Resources
The University has designated certain employees as "Responsible Employees" for reporting violations of the sexual misconduct policy. These employees include, but are not limited to, officers in Campus Security, members of the faculty, and staff members in Residence Life, the Dean of Students office, Athletics, and Human Resources. Any person may report sexual misconduct to a Responsible Employee regardless of whether he or she was the one who directly experienced the sexual misconduct.

C. Reporting Sexual Misconduct to External Authorities

Behavior that violates the Sexual Misconduct Policy may also constitute illegal criminal acts. The university's accountability process is separate and distinct from any criminal process a person may wish to pursue. A person may pursue both simultaneously. The university will assist individuals with beginning the process of contacting the Nashville Metropolitan Police Department.

Alternatively, a person may contact the Nashville Metropolitan Police Department directly. The Sex Crimes Section is open from 7:30 AM to 11 PM, Monday through Friday, though detectives are on-call 24 hours a day. To report a crime occurring locally to external authorities, please contact: Nashville Metropolitan Police Department's Sex Crimes Section at 615-862-7540.

D. Non-Belmont Resources

Additionally, the following is a list of non-Belmont resources which can assist individuals who have been affected by sexual assault. Belmont University does not have a contractual relationship with any of the resources listed below. They are simply listed as a courtesy to community members. Individuals should determine for themselves whether they feel the agency will meet their needs.

- 24-hour Sexual Assault Hotline at 800-879-1999
- Crisis Intervention Hotline (crisis counseling) at 615-244-7444
- National Domestic Violence Hotline at 800-799-7233
- 24-hour Suicide Prevention Lifeline at 800-273-8255
- Weaver YWCA Domestic Violence Center at 615-242-1199

Request for Privacy

- A. A Complainant (Title IX Scope or otherwise) has the right to make a request for privacy, meaning she/he does not wish to pursue a Formal Complaint pertaining to reported Sexual Misconduct. The Title IX Coordinator will honor a request for privacy, except when there is a substantial risk to the safety or orderly operation of the community. In cases where the Title IX Coordinator determines a substantial risk exists, the Coordinator may sign a Formal Complaint (Complainant may choose not to participate.) To evaluate whether the risk of such harm exists, the Title IX Coordinator will consider, among other factors, whether the following factors exist:
- i. The Respondent has a demonstrated pattern of behavior violating the Sexual Misconduct Policy;
 - ii. The Respondent has threatened further violence;
 - iii. The Respondent used a weapon;
 - iv. There is more than one Respondent alleged to have violated the Sexual Misconduct Policy during the incident; and/or
 - v. The community is at an increased risk of future acts occurring due to the unique circumstances of the incident (e.g. recurring off-campus house party, occurring during school-related travel, etc.).
- B. Complainant should be aware that his/her request for privacy may hinder the Title IX Coordinator's ability to take remedial actions. This is particularly true for remedial actions aimed at the Respondent.
- C. A Complainant may reopen a report in which a request for privacy has been granted. Complainant should note that the passage of time may inhibit the university's ability to effectively investigate a reopened report.

General Grievance Procedures

Throughout the grievance process, whether such cases are within Title IX Scope or otherwise, Complainants and Respondents shall be treated equitably, including access to supportive measures, notices and opportunities to be heard as described in this policy, and imposition of disciplinary sanctions only after completion of the grievance process. A Respondent is presumed not responsible for the alleged conduct until a formal determination is made following the grievance process. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness. For procedures specific to the Title IX Scope Sexual Misconduct Process or the Alternative Sexual Misconduct Process, *see Appendices A and B.*

Informal Resolution

Informal Resolution is available in Title IX Scope cases after a Formal Complaint is filed, and in non-Title IX Scope incidents regardless of whether a Formal Complaint is filed. Informal Resolution is available at any time prior to the issuance of a decision pertaining to responsibility.

- A. Definition. “Informal resolution” refers to a process by which a formal complaint of sexual harassment is resolved without a full investigation and adjudication.
- B. Scope. Informal resolution may be used in all cases under this policy except those in which the complaint alleges employee-on-student sexual harassment.
- C. Notice. For all cases in which informal resolution is available, the parties shall be provided written notice disclosing the following:
 - i. A brief recitation of the allegations.
 - ii. The requirements of the informal resolution process.
 - iii. The right of each party to withdraw from the informal resolution process at any time prior to agreeing to a final resolution and proceed to a live hearing or other applicable process.
- D. Agreement. All parties must provide voluntary, written agreement to participate in the informal resolution process.
- E. Time for Completion. The informal resolution process shall be completed within sixty (60) days of the parties’ agreement to participate, absent good cause. Upon the existence of a delay for good cause, the Title IX Coordinator shall provide the Complainant and Respondent with written notice of the delay or extension, and reason for the action.

Sanctions or Remedies

The Title IX Coordinator in the Alternative Sexual Misconduct Accountability Process, and the Hearing Officer(s) in the Title IX Sexual Misconduct Accountability Process, may assign sanctions or remedies. Sanctions and remedies are calculated to stop the behavior, ameliorate its effects, and/or prevent the behavior from reoccurring. In all cases, sanctions for violation(s) can include, but are not limited to, the following:

- Verbal Reprimand;
- Written Reprimand;
- Removal of University Housing. A person removed from Belmont housing for accountability reasons will be responsible for all housing charges assessed for the semester he/she is removed and will forfeit any applicable housing deposit. Additionally, the student will be responsible for the complete payment of his/her current meal plan, unless he/she receives an exemption from University Housing;
- Restitution;
- Fines;
- Reflection Essays;
- Letters of Apology;
- Community Service;
- Required attendance in educational seminars, programs, etc.;
- Drug Testing;
- Loss of privileges, such as the privilege to move off-campus, membership in co-curricular organizations, etc.;
- Permanent No-Contact Orders between involved individuals;
- Permanent No-Trespass Order on Belmont’s campus for an individual;
- Limited Probation. Limited Probation is defined as a period of time during which any further violation of the same nature within the Community Code of Conduct puts the student’s status with the university in jeopardy. If the student is found “responsible” for another violation of the same nature during the period of Limited Probation, serious consideration will be given to imposing a sanction of Institutional Probation, Suspension or Expulsion. Limited Probation could potentially affect the student’s ability to represent the university in leadership positions or on athletic teams, participation in student activities or study abroad opportunities, entrance into university residence halls or other areas of campus or contact with another specific person(s). The university may choose to treat violations of a different nature either as separate from the limited probation or extend the limited probation to encompass that behavior. In those circumstances, the university will consider the totality of the students’ conduct record when determining an appropriate sanction;

- Institutional Probation. Institutional Probation is defined as a period of time during which any further violation of the Community Code of Conduct puts the student's status with the university in jeopardy. If the student is found "responsible" for another violation during the period of Institutional Probation, serious consideration will be given to imposing a sanction of Suspension or Expulsion. Institutional Probation could potentially affect his/her ability to represent the university in leadership positions or on athletic teams, participation in student activities and study abroad opportunities, entrance into university residence halls or other areas of campus, or contact with another specific person(s);
- Suspension from Belmont University. Separation from the university for a specified period, which includes loss of all tuition, fees, coursework, and other privileges of an enrolled student; and
- Expulsion from Belmont University. Separation from the university without the possibility of readmission. A student will lose all tuition, fees, coursework, and other privileges of an enrolled student.
- Employee discipline, up to and including suspension from employment (with or without pay) or termination of employment.

No Retaliation

No person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Reports of retaliation may be made to the Title IX Coordinator/Deputy, or as otherwise provided for sexual misconduct reports under this policy.

Appeals

The appeal process below applies to all sexual misconduct cases, whether or not within the Title IX Scope:

- A. Decisions Subject To Appeal. Either party may appeal in writing the following decisions, within five (5) days of notification of the decision:
 - a. To dismiss a formal complaint or any allegation therein.
 - i. A finding pertaining to responsibility.
- B. Appellate Officers. A single appellate officer shall be appointed to hear an appeal as soon as practicable after the appeal is received.
- C. Grounds for Appeal. The appeal must state one or more of the following grounds:
 - i. Procedural irregularity that affected the outcome.
 - ii. Newly discovered evidence that could affect the outcome.
 - ii. Actual conflict of interest or actual bias by an administrator or decision maker that affected the outcome.
- D. Dismissal of Appeal. If, upon review of the appeal, the appellate officer determines that the appeal fails to state proper grounds or was not timely filed, the appeal shall be dismissed, and the parties notified of the outcome.
- E. Appellate Review.
 - i. A timely appeal that states proper grounds shall be provided to all parties and their advisors, with the non-appealing party given five days to provide a written response to the appellate officer.
 - ii. A party that did not initially appeal may be given an opportunity to appeal, based on the information in the initial appeal, in the same manner as the initial appeal.
- F. Appellate Standard of Review. Deference is given to the original findings of fact and decision on responsibility or substantiation and/or any outcomes; therefore, the burden is on the individual filing an appeal request to sufficiently demonstrate cause to alter the challenged decision or any outcomes. An appellate review will generally be limited to a review of the record of the hearing and supporting documents for one or more of the bases of appeal listed above, provided however, that under extraordinary circumstances the appellate officer may request additional information or clarification from the University, investigator(s), hearing officer, Complainant, Respondent, or witnesses for purposes of this review.
- G. Appellate Decisions. Upon review of a timely appeal that states proper grounds, the appellate officer may choose one of the following outcomes, which shall be communicated in writing to the parties and their advisors within fifteen (15) days of the filing of the appeal:

- i. Affirmation of the original decision of responsibility and sanctions.
- ii. Affirmation of the original decision regarding responsibility and modifying sanctions.
- iii. Reversing the original decision regarding responsibility and sanctions.

Appellate decisions are final and will be communicated in writing via the student's Belmont e-mail address. The student is considered to have received the appellate response upon the response being sent to the student's Belmont e-mail address. The decision shall include a statement of the materials reviewed and the reasoning for the appellate officer's decision on each of the raised grounds for appeal.

- H. **Stays Pending Appeal.** Any disciplinary sanctions imposed as a result of a hearing are stayed during the appellate process. Disciplinary sanctions shall be implemented as soon as practicable after appellate process has completed.
 - i. Registration or diploma holds and No Contact Orders are not considered disciplinary sanctions under this policy.
 - ii. If it is determined by the appellate officer that sanctions should be immediately implemented, the student Respondent is entitled to notice and an opportunity to respond to this decision, while implementation of the sanctions proceeds. If the Respondent is an employee, the Respondent may be placed on administrative leave, in accordance with existing University policies.

Nothing in this section prevents the University from continuing to offer or implement supportive measures, including no-contact orders, during or after an appellate review process.

Appendix A. Sexual Misconduct Accountability Process – Cases Not Within Title IX Scope (“Alternative Sexual Misconduct Accountability Process”)

The Alternative Sexual Misconduct Accountability Process applies in sexual misconduct cases which are not within the Title IX Scope (*see Title IX Scope in Definitions section of this policy*). In addition to covering Sexual Harassment, allegations of Sexual Exploitation also are governed by the Alternative Sexual Misconduct Accountability Process.

- A. **Formal Complaint.** A Formal Complaint of Sexual Misconduct, which alleges sexual misconduct and requests an investigation into the allegations, may be filed by a Complainant or signed by the Title IX Coordinator. The Formal Complaint may be submitted to the Title IX Coordinator/Deputy or to any Official with Authority to Institute Corrective Measures, as defined in this policy.
- B. **Completion Time.** The Title IX Coordinator will endeavor to deliver outcome letters to the Complainant and Respondent, stating the determination pertaining to responsibility and any sanctions or remedies, within sixty (60) days from the date of the initial review, barring good cause at the sole discretion of the Title IX Coordinator with notice to the parties.
- C. **Support Advisors.** Throughout the Sexual Misconduct Accountability Process, both parties are entitled to a Support Advisor of their choosing to attend any meetings with the Title IX Coordinator, the Deputy Title IX Coordinator, the Intake Officer or any assigned Investigator(s). An advisor is solely for support and may not speak, present information for consideration, or otherwise directly influence the process. Any attempt to do so can result in the Title IX Coordinator taking action against the advisor up to and including permanent removal from the process and alleging a separate failure to comply violation against the advisor's party. The community member involved in the investigation, rather than his/her advisor, shall communicate directly with the university officials involved in the Title IX process. The University cannot guarantee equal advisory rights, meaning that if one party selects an attorney as their advisor, the university is not obligated to provide an attorney to any other party.
- D. **Initial Review**
 - i. **Students**
In matters involving allegations of sexual misconduct by a Belmont student, a Belmont employee if reported by a student, or a non-Belmont affiliate, the Deputy Title IX Coordinator will review the Complainant's statement and determine if the initial reported behavior falls under the purview of the Sexual Misconduct Policy. If the Deputy Title IX Officer determines that the written statement

contains an allegation of sexual misconduct, the Deputy Title IX Coordinator will recommend that the matter:

1. continue under the Alternative Administrative Resolution Process;
 2. continue under the Formal Sexual Misconduct Accountability Process; or
 3. result in other action within the administrative discretion of the Title IX Coordinator.
- i. University Employees. In matters involving allegations of sexual misconduct by a Belmont employee that does not have any student connection, the Title IX Coordinator will review the initial report and determine if the initial reported behavior falls under the purview of the Sexual Misconduct Policy.

E. Alternative Administrative Resolution Process

- i. At any time following the initial review and prior to a determination of responsibility, at the request of the parties, at the recommendation of the Deputy Title IX Coordinator or at the discretion of the Title IX Coordinator, any matter may proceed through the Alternative Administrative Resolution Process.
- ii. The Title IX Coordinator will put all parties on notice of the commencement of an Alternative Administrative Resolution Process by email notification. Additionally, the Respondent will receive a copy of the written statement submitted by the Complainant. All parties may choose to meet with the Title IX Coordinator to discuss the process. This meeting shall be limited to procedural information only. The Title IX Coordinator will not discuss the merits of the allegations with either party.
- iii. An Alternative Administrative Resolution Determination is final. It formally ends the university's accountability process related to the alleged incident of sexual misconduct, absent new behavior. Accordingly, individuals are advised to give thoughtful consideration on what they desire the university to do in response to an alleged violation of the Sexual Misconduct Policy before requesting Alternative Administrative Resolution.
- iv. In determining whether to grant Alternative Administrative Resolution, the Title IX Coordinator will consider factors such as, but not limited to, substantial risk to the safety or orderly operation of the community, the severity of the allegations, and timing in the process.
- v. Alternative Administrative Resolution allows the Title IX Coordinator to assign sanctions and remedies intended to stop, ameliorate, and prevent the reoccurrence of the sexual misconduct as well as any other violation(s); and create an informational record of the incident for internal purposes and consideration, such as—but not limited to— use in future accountability proceedings, use in recommendations for study abroad, consideration in granting positions that represent the university, and conferring university awards.
- vi. Alternative Administrative Resolution does not allow the Title IX Coordinator to make a determination of responsibility; suspend, expel, dismiss, or place a Respondent on institutional probation status with the university; or create a university conduct record that is subject to internal and external disclosures under FERPA.
- vii. The Title IX Coordinator will strive to deliver resolution letters outlining any sanctions and remedies to the Complainant and Respondent within 60 days from the date of the initial review, barring reasonable cause at the sole discretion of the Title IX Coordinator with notice to the parties.
- viii. Neither a Complainant nor Respondent may appeal an Alternative Administrative Resolution.
- ix. An Alternative Administrative Resolution is a final action and ends university involvement. A report may not be reopened.

F. Formal Sexual Misconduct Accountability Process

- i. At the recommendation of the Deputy Title IX Coordinator's initial review or at the discretion of the Title IX Coordinator, a Formal Complaint may proceed in accordance with the Formal Sexual Misconduct Accountability Process.
- ii. The Title IX Coordinator will put all parties on notice of the commencement of a Formal Sexual Misconduct Accountability Process by email notification. All parties may choose to meet with the Title IX Coordinator to discuss the process. This meeting shall be limited to procedural information only. The Title IX Coordinator will not discuss the merits of the allegations with either

- party. The Respondent will learn the nature of the allegations prior to being interviewed by the investigator(s).
- iii. The Title IX Coordinator maintains the right to review whether reason to continue exists during the Formal Sexual Misconduct Accountability Process. If at any time the Title IX Coordinator determines that there is no reason to continue the matter, the Title IX Coordinator has the sole discretion to end the Formal Sexual Misconduct Accountability Process with notice to the parties.
 - iv. The Title IX Coordinator will assign at least one (1) neutral investigator to the investigation. The investigator(s) will be trained on a yearly basis to conduct sexual misconduct investigations in accordance with this policy.
 - v. Once assigned, an Investigator will contact the parties to schedule an interview. A maximum of three attempts will be made to contact the parties using either his or her Belmont provided email account, or the contact information provided in the initial report.
 - vi. The Investigator(s) reserves the right to schedule the time, date, and location at his/her sole discretion and may take under consideration such factors as a person's schedule, Investigator(s)' schedule, prejudice to the person of delaying the interview date, the time necessary to collect information, nature of the alleged violation(s), and other factors. The parties may participate in person (preferred), in writing, by phone, or electronically.
 - vii. The Investigator(s) shall not meet with the Complainant and Respondent at the same time.
 - viii. The Investigator(s) should interview the parties regarding the Complainant's written statement. In addition, the Respondent will be provided a copy of the written statement submitted by the Complainant at least forty-eight (48) hours prior to his/her participation in any interview. An investigator shall not consider any evidence about the parties' prior sexual conduct with anyone other than each other. Evidence of a prior consensual dating or sexual relationship between the parties by itself does not imply consent or preclude a finding of sexual misconduct.
 - ix. During an investigation, parties may:
 1. Present information in any form (personal account, text messages, emails, etc.) regarding what happened during the alleged incident;
 2. Inform the Investigator(s) of any witnesses of the alleged incident and provide their contact information; and/or
 3. Not provide information in response to questions at his or her choosing.
 - x. In consultation with the Title IX Coordinator, the Investigator(s) will determine whether information is relevant to determining what happened during an incident. Accordingly, the Investigator(s) may redirect or not allow information to be shared.
 - xi. The Investigator may meet with individuals that have information regarding what happened during an incident as many times as he or she reasonable believes is necessary to collect information.
 - xii. All in-person interviews will be recorded.
 - xiii. The Investigator(s) will prepare a transcript for the parties and their witnesses based on the information provided at the interview(s). Once this transcript is prepared, the Investigator(s) will email the transcript to the parties and provide a deadline to approve the transcript via email acknowledgement. The parties shall inform the Investigator(s) of any discrepancies within the transcript and make any necessary amendment prior to approving the statement.
 - xiv. Witnesses are expected to cooperate with all university investigations. In some circumstances and at the discretion of the Title IX Coordinator, a witness may be compelled to participate. Investigator(s) will attempt to contact a witness no less than 3 times. If the witness does not respond after the third attempt, the Investigator(s) will determine that the witness does not want to participate in the investigation. Witnesses who elect not to participate in the investigation are prohibited from presenting any information regarding the alleged conduct for the remainder of the investigation, including the appellate stage, unless the information was not available at the time of the request.
 - xv. Prior to completing an investigation, the Investigator(s) shall email all final transcripts and evidence to the parties for their review. The parties shall have five business days to review the information and submit a final statement based on the information. If a party fails to provide comment within the five-business day period, the university will proceed with the accountability process under the assumption that all information in the investigatory file is accurate. Following the five-business day period of review, the Investigator(s) will submit the entire investigatory file to the Title IX Coordinator for determination of responsibility.

G. Determination of Responsibility

- i. A neutral decision-maker will review the investigatory file and make a determination of responsibility regarding the alleged violation(s).
- ii. The determination of responsibility will be based upon the preponderance of the evidence; accordingly, a neutral decision-maker will determine whether it was more likely than not an alleged violation(s) occurred.
- iii. Based on the investigatory file, a neutral decision-maker may find the Respondent responsible for the alleged violation or not responsible for the alleged violation.
- iv. Prior to making a determination, a neutral decision-maker may ask the Investigator(s) to clarify information, conduct further investigation through follow-up questions, give an opinion on the credibility of the information, and address any other concerns relevant to his or her deliberations.
- v. Prior to making a determination, the neutral decision-maker may consider granting an Alternative Administrative Resolution if requested by the Complainant or Respondent or proceeding with the Alternative Administrative Resolution Process at their discretion, or to refer the case to Informal Resolution upon the agreement of the parties to do so.
- vi. If the Respondent is found responsible, the neutral decision-maker will assign sanctions and remedies in consultation with other appropriate campus leaders.
- vii. Determination of Responsibility, sanctions, and remedies will become part of the Respondent's university conduct record and may be shared both internally and externally in accordance with the person's FERPA rights.

Appendix B. Sexual Misconduct Accountability Process – Cases Within Title IX Scope (“Title IX Scope Sexual Misconduct Accountability Process”)

Because of significant changes necessitated by the federal government's 2020 interpretation of Title IX of the Education Amendments of 1972, commonly known as “Title IX,” found at 34 C.F.R. §106 (The Rule), cases within the Title IX Scope will utilize the following grievance procedure:

- A. Completion Time. The grievance procedure, from the date the formal complaint is filed through the exhaustion of any appeals, shall be completed within 120 days, absent good cause. Good cause shall include, but not be limited to, the absence of a party, the party's advisor, or witness; concurrent law enforcement activity; the need for language assistance or accommodation of disabilities; or local, state, or national emergencies. Upon the existence of a delay for good cause, the Title IX Coordinator shall provide written notice to the Complainant and Respondent of the delay or extension and reason for the action.
- B. Formal Complaint. A Formal Complaint may be filed by a Complainant or signed by the Title IX Coordinator. Upon receipt of a Formal Complaint, the Title IX Coordinator shall provide the following written notice to the parties who are known:
 - a. Notice of the grievance process;
 - b. Notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
- C. Grounds for Mandatory Dismissal. If, upon examination, the formal complaint does not allege facts which, if true, would meet the definition of Sexual Harassment or are not alleged to have occurred within the Title IX Scope, the formal complaint shall be dismissed from the Title IX Scope Sexual Misconduct Accountability Process and referred for analysis under the Alternative Sexual Misconduct Accountability Process.

A decision to proceed with an alternate investigative or disciplinary process after a mandatory dismissal, standing alone, does not constitute retaliation against a Respondent.

For cases in which the allegations of sexual harassment could also constitute violations of Title VII and/or University policies implementing Title VII, the University may utilize the process described in this policy to address all allegations and rely on the outcome for disciplinary purposes. The University shall give reasonable notice to the Respondent if it intends to utilize this policy to engage in fact-finding or adjudication of a Title VII matter in a particular case.

D. Grounds for Discretionary Dismissal. The Title IX Coordinator may dismiss a Formal Complaint in whole or in part at any time during the investigation or hearing process where:

1. The Complainant notifies the Title IX Office in writing that the Complainant wishes to withdraw the Formal Complaint or any allegations therein;
2. The Respondent is no longer enrolled at or employed by the University; or
3. Other specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the formal complaint or any allegation therein.

Both parties shall be notified in writing within five days of a dismissal under this section, and the reasons for the dismissal. A decision to proceed with an alternate investigative or disciplinary process after a discretionary dismissal, standing alone, does not constitute retaliation against a Respondent.

E. Grounds for Proceeding Contrary to a Complainant's Request for Dismissal. The University may decline to dismiss a formal complaint or any allegation therein after receiving notification from a Complainant of a wish to withdraw the complaint, in whole or in part. The University will utilize the following factors in determining whether to move forward with the complaint:

1. Whether the former Complainant is willing to appear at a live hearing as a witness;
2. The seriousness of the alleged offense (including, but not limited to, whether the allegation involved use of a weapon or included severe physical injury to the Complainant);
3. The risk that the Respondent will commit additional acts of sexual harassment, such as whether:
 - a. There have been other disclosures or reports against the Respondent;
 - b. The Respondent has a history of arrests or records from a prior school/employer indicating a history of sexual harassment or a history of violence;
 - c. The Respondent threatened further sexual harassment or violence against the Complainant or others; or
 - d. The offense was committed by multiple individuals.
4. Whether the report or formal complaint reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group or person;
5. Whether the Complainant is a minor;
6. The level of fear for safety expressed by the Complainant;
7. Whether the University possesses other means to obtain relevant evidence; or
8. The level of threat posed by the Respondent to the Complainant or to the University community at large.

Both parties shall be notified of a decision to proceed with a formal complaint despite a request for dismissal and the specific grounds on which the decision to proceed is based.

F. The Investigation Process. Prior to conducting the live hearing process, the Title IX Coordinator will oversee an investigation process.

1. **Burden of Proof.** Throughout the grievance process, the burden of gathering evidence sufficient to reach a determination of responsibility shall rest on the University and not on the parties.
2. **Investigators.** The Title IX Coordinator shall assign at least one neutral investigator to the investigation.
3. Each party shall have equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
4. Each party may be accompanied to any meeting or proceeding by an advisor of their choice, who may be, but is not required to be, an attorney. During the investigation process, the advisor may inspect and review evidence, but is to be a silent advisor and may not speak, present information for consideration, or otherwise directly influence the process. Any attempt to do so can result in the Title IX Coordinator taking action against the advisor up to and including permanent removal from the process and alleging a separate failure to comply violation against the advisor's party. The community member involved in the investigation, rather than his/her advisor, shall communicate directly with the university officials involved in the investigation process. The University cannot guarantee equal advisory rights, meaning that if one party selects an attorney as their advisor, the university is not obligated to provide an attorney to any other party.

5. Following receipt of the Notice of Allegation and initial meeting, each party shall be provided with written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings (not requested by that party), at least five (5) days prior.
6. The investigators may meet with the parties and witnesses as many times as necessary to perform a complete investigation. Interviews will be recorded.
7. Each party shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to the completion of the investigative report, the parties and their advisors, if any, will receive the evidence subject to inspection and review in an electronic format or hard copy. The parties will have ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report.
8. The investigator(s) shall create an investigative report fairly summarizing the relevant evidence. At least ten (10) days prior to a hearing, the parties and their advisors, if any, shall receive the investigative report in an electronic format or a hard copy, for their review and written response.

G. The Live Hearing Process.

1. Application. The live hearing process shall be used to resolve formal complaints at the University level that are not resolved via the informal resolution process.
2. Standard of Proof. All hearings held pursuant to this policy shall utilize the preponderance of evidence standard when determining responsibility for violations or deciding whether allegations are substantiated.
3. Administration. Live hearings shall be held before up to three (3) hearing officers, one of whom may be designated the Chief Hearing Officer. In cases where there is more than one hearing officer, decisions with regard to responsibility and any sanction(s) must be unanimous.
4. Virtual Participation. At the discretion of the hearing officer(s), or upon request of either party, virtual participation via videoconference or other technology of parties, witnesses, advisors, or others is permitted, provided participants can simultaneously see and hear each other and confidentiality of the proceedings is not compromised.
5. Questioning of the Parties and Witnesses.
 - i. Relevance. Only relevant questions may be asked of a party or witness. Relevancy determinations shall be made by the hearing officer, prior to the question being answered. The hearing officer shall give a reason for the decision as to relevance at the time the decision is made.
 - a. The hearing officer must provide an explanation to exclude a question as not relevant.
 - b. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant and shall be excluded, unless such questions are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. A party's medical records are not admissible without the voluntary written consent of the party. Evidence protected by a legally-recognized privilege is not admissible unless the holder of the privilege has voluntarily waived the privilege in writing.
 - ii. Testimony of the Complainant and Respondent. Each party is entitled to present their own testimony.
 - iii. Examination of Witnesses. The party's advisor of choice shall conduct examination of the other party and any witnesses. The parties are not permitted to examine each other. The hearing officer(s) are permitted to ask questions of any party/witness.
 - a. University-Provided Advisors. If a party does not have an advisor present at the live hearing, the University will provide, upon request and without fee or charge, an advisor of the University's choice, to conduct examination on behalf of that party.
 - b. Additional Examination. The parties shall be allowed reasonable opportunity to follow up on examination of parties and witnesses via additional examination, to be conducted in the same manner as the initial examination. A party's advisor may conduct additional examination of the party the advisor is serving.

6. **Determination of Responsibility or Substantiation of Allegations.** The determination of responsibility or whether allegations are substantiated shall be in writing, provided by the hearing officer(s) simultaneously to the parties, and include the following elements:
 - b. A summary of the allegations potentially constituting sexual harassment.
 - c. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including notifications to parties, interviews, gathering of evidence, and hearings held.
 - d. Findings of fact.
 - e. Conclusions regarding the application of the relevant policy or regulation to the facts.
 - f. As to each allegation, a statement of, and rationale for, the determination of responsibility or substantiation.
 - g. A description of any disciplinary sanctions imposed upon the Respondent.
 - h. A description of any remedies designed to restore or preserve equal access that will be provided to the Complainant.
 - i. A statement of procedures and bases for appeal of the decision.
7. **Records.** The University shall create and maintain an audio or audiovisual recording of the hearing, which shall constitute the official record of the proceedings. The parties shall be permitted to inspect and review the recording, subject to reasonable conditions to ensure confidentiality. For each investigation, the following records will be maintained by the university for seven (7) years: determination regarding responsibility; audio/audiovisual recording or transcript thereof; disciplinary sanctions imposed on the Respondent; remedies provided to the Complainant; any appeal and the result therefrom; any informal resolution and the result therefrom.

Rights and Responsibilities Relative to Relationships between University Employees or University Employees and Students

Belmont's faculty and staff have the responsibility to maintain congenial relationships of a professional nature with students. Such relationships often enhance the workplace efficiency and educational processes of the University.

All university employees are prohibited from having relationships of a romantic nature with any person who is enrolled as a student at Belmont University unless the employee is married to the student and the marriage took place prior to the employment or enrollment of the parties. Faculty and staff are prohibited, in the absence of prior approval from their dean or supervisor, from teaching, supervising or having academic or co-curricular responsibilities over a spouse or child. This policy also applies to third parties who are not Belmont employees but who supervise or oversee students' curricular or co-curricular experiences. Belmont employees are further prohibited from having relationships of a romantic nature with another Belmont employee over whom they have direct or indirect supervisory authority. Violations of this policy can result in disciplinary action up to and including termination of employment.

B. Nondiscrimination Policy

Belmont University is a Christ-centered community. The University faculty, administration, and staff uphold Jesus as the Christ and as the measure for all things. As a community seeking to uphold Christian standards of morality, ethics, and conduct, Belmont University holds high expectations of each person who chooses to join the community. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and Section 504 of the Rehabilitation Act of 1973/the Americans with Disabilities Act, Belmont University does not discriminate on the basis of race, sex, color, national or ethnic origin, age, disability, military service, or sexual orientation in its administration of education policies, programs or activities; its admissions policies; or employment. Consistent with applicable civil rights law, the University primarily seeks employees of Christian faith who are committed to the mission of the University. The University has appointed the Chief Human Resources Officer/Deputy Title IX Coordinator to serve as coordinator of non-discrimination

compliance for staff and faculty. The Director of Institutional Equity and Compliance Title IX serves as coordinator of compliance for Title IX (sex discrimination) issues and questions for students.

Inquiries or complaints related to sex discrimination (including sexual harassment, sexual orientation and/or pregnancy) or related to other forms of discrimination/harassment (e.g., race, color, national or ethnic origin, disability, age, military service) should be directed to:

Meg Arnold (Employee Issues/Complaints)

Interim Chief Human Resources Officer
and Deputy Title IX Coordinator
Fidelity Hall, 4th Floor
1900 Belmont Boulevard
Nashville, TN 37212
615-460-6456
meg.arnold@belmont.edu

Carly Elliott (Student Issues/Complaints)

Director of Institutional Compliance
and Title IX Coordinator
Fidelity Hall, 2nd Floor
1900 Belmont Boulevard
Nashville, TN 37212
615-460-6894
carly.elliott@belmont.edu

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or harassment), to the Title IX Coordinator/Deputy in person, by mail, by telephone, or by electronic mail, including during non-business hours. Incidents of sex discrimination may also be reported to the federal Department of Education, Office of Civil Rights, Assistant Secretary.

Right and Responsibility to Be Free from Discriminatory Harassment

Belmont University is committed to providing an environment in which all persons are safe from harassment and intimidation and are valued for who they are as individuals created in the image of God. Belmont prohibits harassment of any kind and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. Harassment can include verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual or that of his/her relatives, friends or associates for any reason, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work or academic performance; or (3) otherwise adversely affects an individual's employment and educational opportunities. Such harassment is contrary to the Christian standards of conduct expected of all members of the university community, student, staff and faculty.

Harassing conduct includes, but is not limited to, the following: (1) epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts directed toward any individual or group, and (2) written or visual material (whether hard copy or digital) that denigrates or shows hostility or aversion toward any individual or group and that is placed on walls, bulletin boards or elsewhere on the employer's premises, or circulated in the workplace.

Any person who engages in harassment will be subject to disciplinary action ranging from a warning to discharge, if appropriate. Those who have a complaint regarding harassment should contact Office of Human Resources or the Director of Institutional Equity and Compliance who will collaborate to conduct an investigation in accordance with the Complaint Procedure for Harassment and Discrimination, which follows.

Belmont will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with official investigations.

Complaint Procedure for Harassment and Discrimination

(If a Formal Complaint is filed per the Sexual Misconduct Policy, then the procedure outlined in that policy shall be followed.)

If an individual suspects that his/her rights under any of the above-stated policies have been violated, that person may register a complaint with the Office of Human Resources or the Director of Institutional Equity and Compliance. Upon receipt of a complaint, which alleges a violation of these policies, Human Resources and the Director of Institutional Equity and Compliance will collaborate to begin an investigation of the charge(s). An investigation shall include an interview with the person filing the complaint, the person(s) accused of violating the non-discrimination and anti-harassment policies and any person designated by either of the principal parties as witnesses to the incident in question. The goal for completion of the investigation shall be within 30 days of receipt of the complaint, however, at the discretion of Human Resources, completion of the investigation may take longer than the 30-day goal period. The matter shall then be presented to the Chief of Staff in the form of written recommendations. The Chief of Staff may accept the recommendations, interview the persons involved, direct further investigation by the university and/or hold formal hearings on the matter. If formal hearings are ordered, no party shall be allowed to be represented by legal counsel. Following the review of the complaint file, the Chief of Staff will have final resolution authority. The completion goal for this process, and final decision on the merits by the Chief of Staff, shall be within 60 days of receipt of the complaint by the university, except, however, that the time for completion may be extended at the discretion of the Chief of Staff. Throughout this process, the university will strive to keep the identities of the complaining party and the accused confidential, to the extent reasonably possible.

Informal Resolution Procedures

In a diverse academic community, disagreements and conflicts of various degrees of seriousness are inevitable, which may or may not rise to the level of a violation of the nondiscrimination policy. Many issues, whether they arise to a policy violation or not, can be resolved informally, by direct communication between the individuals involved, or with the help of mediation. This reasoned discussion of the issue with the person or persons alleged to have caused the offense will often bring about a resolution and new understanding. To pursue an Informal Resolution Process, please contact Human Resources or the Director of Institutional Equity and Compliance.

Harassment Awareness Workshops for Faculty and Staff

The University regularly conducts face-to-face workshops and on-line courses for faculty and staff to promote awareness and to prevent harassment and sexual misconduct. These are modifiable for use within specific departments/colleges, as requested or needed.

C. Purchasing Policy and Guidelines

1. Overview

This purchasing policy is intended to provide for the procurement of goods and services necessary to support the mission, goals and objectives of Belmont University, while ensuring that University resources are protected and maximized and that requirements of the sponsoring agencies are met for sponsored research expenses. Belmont University does not have a centralized purchasing and receiving operation. This means that each college and department which purchases goods or services must insure that basic internal control procedures are followed as outlined in this policy statement. The policy is also designed so that goods and services acquired by the University are in compliance with Internal Revenue regulations, federal cost regulations under Office of Management and Budget (OMB) Circular A-21, and donor guidelines. Belmont University is exempt from state sales tax in Tennessee. Tax exempt certificates should be used only when the purchase is being made directly for the University. Belmont University's exemption does not extend to student groups or organizations without appropriate authorization from the Dean of Students Office or to personal purchases.

2. Scope of Policy

This document outlines policies and procedures in general terms to allow reasonable discretion for employees who make purchases and should not be expected to cover every possible situation. This

policy applies regardless of the funding source. In cases of sponsored programs or restricted discretionary funds, the terms of the grant, contract or donor's limitations may be more restrictive than the University's policy. In cases where these limitations are less restrictive, the University's policy will apply. Exceptions to this policy may be approved by the Provost or Vice President for Finance and Operations (or designee) and must be clearly justified as beneficial to the University. Colleges and departments may, at their discretion, impose greater but not less control than required by this policy.

3. Requisitions and Purchasing

a. Required Approvals for Purchases

Purchases must be approved by a University employee who has direct knowledge of, and responsibility for, the transaction. Purchases should be approved in accordance with the University's "Purchasing Approval Matrix". Delegation of approval or signature authority does not relieve the dean or vice president of responsibility for insuring compliance with University purchasing policies and procedures or any other regulatory constraints and/or requirements. Purchases must not be approved unless adequate funds are available within the identified funding source.

b. Bids

The bidding process helps to ensure that Belmont receives quality goods and services at the best possible price and terms. It is strongly encouraged that a minimum of three documented bids be obtained for all purchases totaling \$25,000 or more. Exceptions to this should be pre-approved by the Vice President of Finance & Operations. The documented bids should accompany the Purchase Order when submitted to Accounting for pre-approval. Certain sponsored contracts or grants may require bids or justification for sole sourcing for lesser purchase amounts.

c. Conflicts of Interest

Any actual or perceived conflict of interest by either the person initiating the request for goods or services or by an individual approving the request must be disclosed to the Provost or the Vice President of Finance & Operations. The Belmont Conflict of Interest Form should be completed. A decision will be made as to whether the purchase should be approved. This includes, but is not limited to, any circumstances which may provide financial gain to the employee or a member of his or her family or household or to a business partner. Refer to the Belmont Conflict of Interest Policy for further guidelines. All employees involved in the purchasing of goods and services should review this policy annually and ensure that they are in compliance with it.

d. Purchase Orders

A purchase order is required for all items above \$2,000 except those noted below. A purchase order is required for all furniture and equipment purchases greater than \$500. All purchase orders for furniture and equipment will require the approval of the Vice President of Finance & Operations. The purchase order should be completed and approved prior to making a purchase commitment. For purchases of \$2,000 or less, a purchase order is not necessary but still requires appropriate approval in accordance with the University's "Purchasing Approval Matrix". All purchases for office or classroom remodeling or redecorating must have a purchase order and must be coordinated in advance through Facilities Management Services regardless of the size or funding source. Invoices for maintenance agreements and professional services do not require a purchase order provided a prior written agreement or contract has been negotiated and approved. Professional services include such services as provided by accountants, attorneys, architects, consultants, engineers, and guest lecturers/speakers.

e. Purchasing Card

The purchasing card program provides a more efficient method for purchasing small dollar items. The purchase card replaces purchase orders for small dollar items where no value is added by going through the formal purchasing system. Travel and entertainment charges are not allowed in the purchasing card program. Faculty and staff traveling should apply for the University Travel Card. Please refer to Travel and Business-Related Expense Policy for additional guidelines.

Employees who are approved as Departmental Travel Coordinators can use the Purchasing Card to pay for faculty/staff airline tickets, registration fees and pre-paid lodging. The purchase card is not intended to replace the traditional purchasing process for goods purchased in excess of \$2,000 per transaction or where value is added by using the purchasing system. There are situations, even though the amount is under \$2,000, where the purchase card should not be used, but where such transactions should follow the regular method of procurement and payment.

These include:

- Professional services
- Computer, equipment, furniture and inventory items
- Fuel for personal or motor pool vehicles
- Travel and entertainment charges
- Interdepartmental charges
- Personal charges of any nature.
- Cell phone purchases or monthly bill payments.
- ****NOTE**** All computers, hardware, software, printers, external drives, and USB flash drives of any type must be purchased by contacting the Service Desk.

4. Receiving

For all purchases \$2,000 or more, acknowledgement of receipt of goods and services must be performed by a Belmont employee other than the employee who authorized the purchase of goods. For all purchases less than \$2,000, it is desirable that acknowledgement of receipt of goods and services be performed by a Belmont employee other than the employee who authorized the purchase.

5. Payment

a. Purchasing Card

For purchases of less than \$2,000, the purchasing card is the preferred method of payment. Other forms of payment, including check requests and petty cash transactions should be used only when payment via the purchasing card is not accepted by the vendor. The purchasing card monthly report should be fully completed on-line by the card holder and appropriately approved by the designated card approver that was assigned at the time of card issuance. Completed forms and all appropriate documentation must be submitted to accounting or the request will be returned to originating department.

b. Check Requests

Check request forms are used to authorize payment to vendors for invoices received from vendors in direct bill circumstances. Check requests made by Tuesday at noon are available on Friday. Requests submitted by Thursday noon will be ready by Tuesday of the following week. All check requests should be appropriately approved in accordance with the University's "Purchasing Approval Matrix". Completed forms and all appropriate documentation must be submitted to accounting or the request will be returned to originating department.

c. Petty Cash

Purchases under \$50 that cannot be made with a University purchasing card should be made or reimbursed from petty cash. All petty cash slips should be approved by departmental budget managers before submission to accounting for final processing. Upon final approval the petty cash should be obtained at Belmont Central. No employee can approve or sign off for their own expenses. Completed forms and all appropriate documentation must be submitted to accounting or the request will be returned to originating department.

d. Expense Reimbursements

Employees seeking reimbursement for business expenses they paid for using the Travel Card or other personal methods should complete the Expense Reimbursement Form and submit to their supervisor for review and approval. These should then be forwarded to the departmental budget manager for further processing and approval. In no circumstances can employees approve or sign off on their own expense reimbursement. Completed forms and all appropriate

documentation must be submitted to accounting or the request will be returned to originating department.

e. Purchase Orders

When accounting receives an active purchase order along with vendor invoice/receipt that has been properly approved it will be processed for payment. Invoice totals different from the amount of the purchase order will be paid if the difference is less than 10% of the total purchase order and does not exceed \$500. In all other situations, the invoice will be referred to the appropriate budget manager for resolution and payment authorization. Completed forms and all appropriate documentation must be submitted to accounting or the request will be returned to originating department.

6. Forms

All purchasing related forms may be downloaded from the Forms page of the Office of Finance and Accounting websites at <http://my.belmont.edu>. Contact the Office of Finance and Accounting for questions.

7. Specific Purchase Transactions

a. Furniture and Equipment

All furniture and equipment items in the custody of Belmont University, regardless of how acquired, must be accounted for at all times. See Fixed Asset Policy and Guidelines. Refer to Purchase Order section above for proper use when acquiring furniture and equipment. Each department of the University is responsible for maintaining a current inventory of fixed assets and submitting to the Accounting Office for upload into the Fixed Asset Software.

b. Expenditures for University Outreach, Development and Community Hospitality

Belmont University relies on student tuition funds and donor contributions for the majority of its revenue. The following guidelines help the Belmont community in exercising responsible stewardship. Academic and administrative offices may use funds for outreach, program and unit development, and community hospitality with these guidelines.

- Hospitality expenses should be targeted primarily toward prospective students, development opportunities and selected recruitment activities. Meals for employees during normal work hours when no overnight travel is involved (i.e. working lunches) are inappropriate.
- Modest expenses for events designed to maintain and build community and morale (i.e. back-to-school or end-of-year events for students; for celebrations of exceptional achievement toward department, school, university or university goals) are acceptable. Expenses for more frequent events or events individual in nature (i.e., birthday parties, Secretary's Day, or Boss's Day) are not acceptable. Receptions for faculty and staff departures or retirements require the specific prior approval of a Dean, Vice President or Executive Vice President before the event may take place.
- Catering expenses for annual departmental retreats are acceptable however must be approved in advance by the respective VP or EVP. This approval should be well documented. Catering expenses for programmed events with external guests present such as student award ceremonies, BURS or Teaching Center events are acceptable. Catering for routine and regularly reoccurring meetings of faculty and staff are not acceptable. The University's approved vendor for on campus catering is Sodexo.
- The University sends flowers for the death or hospitalization of any faculty or staff member or for members of the immediate family (husband, wife, and child). The offices of the President, Provost, Finance and Operations and Development are authorized to send flowers.

It is inappropriate for a Belmont faculty or staff employee to spend University funds for personal non-business related purchases. It is inappropriate to use Belmont funds for the following:

- Any purchase that reflects unfavorably upon the University.

- Solicited donations or political contributions.
- Personal gifts to students or personnel.
- Groceries, bakery goods, meals for personal consumption.
- Supplies and equipment for personal use.
- Purchases of clothing items for personal use.
- Purchases intended solely to deplete budget funds. Accounting principles require equipment, supplies, services, or travel expenses that benefit a future academic year to be allocated to that academic year.
- Gasoline purchases and transportation to and from work.

c. Printing

The Office of Communications is available for most printing and copy jobs. Departments should use the Office of Communication for these services and will incur an interdepartmental charge. Refer to the Office of Communication website for further guidelines and description of their services.

d. Travel

The University offers employees who travel as part of their job a Travel Credit Card. To apply for this card contact the Accounting Department. All travel related charges for employees should be paid for by either using the University Travel Card or other personal methods. As described in section 3.e, flights and prepaid lodging can be paid for by the Departmental Purchasing Card by contacting the Departmental Travel Coordinator. Employees should complete the Expense Reimbursement Form and submit all itemized receipts in order to receive reimbursement for travel charges. Cash advances will not be allowed for normal travel related expenses. Cash advances will only be approved on a case by case basis by the University AVP for Finance and Accounting. Refer to the University's "Travel and Entertainment Policy" for further guidelines.

e. Postage

The University Mail Center should be used for all postage needs. An interdepartmental charge will be posted for these services. Refer to the Mail Center's web site for further guidelines and descriptions of their services.

f. Telephone Services

Long Distance phone service is provided by the University and tracked by departmental codes. Contact departmental budget manager for long distance code. Departmental budgets will not be charged for long distance charges.

Cell Phones- Employees who have a justified need for business use of a cell phone should obtain approval from department head or Vice President in order to use University funds to pay for the phone and the monthly service charges. The University is in the process of adopting a "Mobile Communications Devices Policy". Until this new policy becomes effective all phone purchases and monthly services charges not on the University's AT&T contract should be set up for reimbursement through use of a check request. Purchasing cards should not be used to pay for these charges.

8. Audit

As a part of the University's internal control procedures, the internal auditor will perform periodic reviews of purchase orders, check requests, petty cash vouchers, purchasing card statements and all documentation to verify compliance with policies and procedures. Failure to adhere to adopted policies and procedures will be noted and discussed with departmental directors, vice presidents and/or executive vice presidents.

D. Travel and Business-Related Expense Policy

I. POLICY STATEMENT

This policy provides faculty and staff direction in the manner and extent funds may be expended for the purposes of travel, entertainment, hospitality, and non-travel business expenses. Business-related entertainment expenses are defined as reasonable food, beverage, and incidental costs associated with the conduct of Belmont University business. It is the intent of this policy that employees not suffer additional costs as a result of travel incurred to carry out assigned duties. Employees shall be reimbursed for such expenses subject to the limitations provided in this travel policy.

When traveling, employees should be as conservative as circumstances permit. The lower cost should be selected whenever practical. Reimbursement will be based upon the most direct or expeditious route possible. Employees choosing to travel by an indirect route will assume any extra expense incurred. It is the employee's responsibility to be familiar with and adhere to established University travel policies. Deliberate disregard of these policies while traveling on University business or the filing of an intentionally misleading or fraudulent travel reimbursement is grounds for disciplinary action including, but not limited to, the termination of employment.

II. REASON FOR POLICY

The University must ensure that funds are used judiciously and appropriately in support of its activities. It is also designed so that these expenses are in compliance with Internal Revenue regulations, federal cost regulations under Office of Management and Budget (OMB) Circular A-21, and donor guidelines.

The purpose of this policy is to establish guidelines for allowable expenditures. Individual departments or colleges may specify more restrictive policies for their respective units.

III. APPLICABILITY

This policy applies to all Belmont University faculty, staff, approved non-employees, and student organizations and all operating, restricted, and grant funds while traveling, entertaining or incurring non-travel business expenses on behalf of the University. The policy applies to all faculty and staff whether using a University Travel Card or submitting a reimbursement request.

IV. PROCEDURES

This document outlines policies and procedures in general terms to allow reasonable discretion for faculty and staff and administrators and should not be expected to cover every possible situation. In cases of sponsored programs or restricted discretionary funds, the terms of the grant, contract or donor's limitations may be more restrictive than the University's policy. In cases where these limitations are less restrictive, the University's policy will apply. Exceptions to this policy may be approved by the Provost or Vice President for Finance and Operations (or designee) and must be clearly justified as beneficial to the University. Colleges and departments may, at their discretion, impose greater but not less control than required by this policy. The University has no obligation to reimburse faculty and staff, students or non-employees for expenses that are not in compliance with this policy. Employees should submit requests for reimbursement through the Belmont Purchasing System as soon as possible following the completion of travel. Employees on regular travel status should consider filing a request for reimbursement weekly or bi-weekly. Budget Managers and other approvers should review requests as rapidly as possible to ensure prompt payment to employees.

V. APPROVALS

The employee must sign (or electronically approve) the proper request for reimbursement (within the Belmont Purchasing System, when applicable) certifying that the expenses submitted for reimbursement were incurred while conducting University business. Signing or initialing another person's name is not allowed. **Signature stamps are not acceptable.** Requests for reimbursement cannot be approved by the individual seeking reimbursement. University business-related travel and entertainment expenditures require approval according to the Purchasing Authority Matrix. Approval signatures (or electronic approval in the Belmont Purchasing System) must be documented on the appropriate form before submitting to the Office of Finance and Accounting.

Electronic approvals within the Belmont Purchasing System constitute an electronic signature certifying the document just as a physical signature would.

Role of the Department Budget Manager/Analyst/Designee – (Departmental Approval)

The role of these individuals is to determine:

1. The expense was incurred in the conduct of University business.
2. The expenditure was authorized and approved following proper procedures. Including that all requests are approved by the employee's direct supervisor. Ex: All Dean requests have to have the Provosts approval.
3. The expense report has been properly prepared and adequately documented and in accordance with University Policy.
4. Conference brochures which detail the registration fees and all meals provided should be submitted with the requests for reimbursement.
5. The budget manager/analyst or designee assigned to review the purchase requisition or reimbursement request is responsible for determining the correct FOAPAL and obtaining appropriate signatures prior to submission to the Office of Finance and Accounting.
6. All **required** receipts are itemized and attached to the reimbursement document. Electronic receipt submission **IS** acceptable. Allowable formats for submission of electronics receipts include, but are not limited to, pictures, PDF and scanned images. Note: for the receipts to be considered acceptable, they must be clear and legible. Any obscured, smeared, or illegible receipts will be rejected and result in the delay in processing of the ERR. All check requests/reimbursement requests not compiled in accordance with this policy will be sent back to the department and not processed.
7. Policy exceptions **MUST** include prior written authorization from the Vice President of Finance and Operations or the Provost.
8. Funds are available for check request/reimbursement requests, journal entries, and budget adjustments.

Role of Office of Finance and Accounting – (Fiscal Approval)

In addition to facilitating the processing of check requests and requests for reimbursement, those authorizing fiscal approval signify the following:

1. The expenditure was authorized and approved following proper procedures
2. Expenses are allowable in accordance with policy
3. Appropriate documentation is attached to substantiate the expenditure or purchase and the appropriate signatures are obtained
4. Appropriate FOAPAL are used
5. Funds are available

VI. COMBINING BUSINESS TRAVEL WITH PERSONAL TRAVEL (Requires VP or EVP approval)

University business travelers may combine business travel with personal travel with prior approval of the appropriate VP or EVP in their area, as long as doing so does not change the primary purpose of the travel from business to personal. If the primary purpose is determined to be personal, under IRS guidelines, certain costs may not be reimbursable. Travel for personal, rather than business, purposes may be added at the beginning or end of a University business trip. While the University holds no liability, friends or family may accompany a University traveler on a business trip. In such instances, the costs attributable to the University traveler for business purposes must be clearly identifiable from personal travel costs and the costs of traveler's family or friends.

VII. TRANSPORTATION

A. Transportation Receipts

Passenger copies of transportation tickets are required. For electronic tickets, obtain proof of payment from the travel agent or online travel provider. Transportation receipts should include passenger name, dates, destinations and amounts. For a group travel purchase all names of passengers are required.

B. Air Travel

Commercial air travel expense is reimbursed on the basis of the actual cost incurred by the traveler using normally traveled routes. All University approved travel will be at the most economical rates, not first class or

business class. Coach or promotional fares are the only classes of travel allowed. Non-coach travel can only be utilized with the prior written approval of the traveler's VP or EVP. The lowest cost air travel will take precedence over any frequent flyer programs. Exceptions may be allowed if the lowest-priced fare would:

- require circuitous routing;
- require travel during unreasonable hours;
- excessively prolong travel or greatly increase the duration of the flight;
- result in increased costs that would offset transportation savings

C. Alternative Funding for Air Travel

1. Frequent Flyer Miles

All frequent flyer mileage or other incentives earned by the individual while on University business may be retained by travelers for University or personal use. However, the method and routing of travel must not be arranged solely to take advantage of such incentives. The use of frequent flyer miles and other incentives for University business are not reimbursable by the University, as these are not actual out-of-pocket expenses that have been incurred by travelers.

2. Ticket Exchanges

Travelers are allowed to use their personal credit cards to purchase tickets from Internet sites. Even though savings can be realized through such sites, the traveler needs to be aware of the site's policies regarding ticket exchanges, refunds, and transfers. Airline tickets reflecting redemption of airline credits, ticket exchanges, points, etc. are not valid paid receipts. For reimbursement, the traveler must attach the following two items to the request for reimbursement:

- a. The airfare receipt showing credits/funds used (amount) and flight information
- b. The original paid airfare receipt that resulted in the credit and flight information

D. Other Reservation Travel Guidelines

When utilizing an internet provider (i.e. Hotwire, Priceline, etc.) due to the low rates available, the travel expense will be reimbursed when the confirmation page lists the confirmation number, itinerary, total cost and proof of payment. The confirmation page must be attached to the approved check request or request for reimbursement.

E. EVP Travel

Flights carrying 3 or more EVPs should be avoided whenever possible.

F. Personal Car Usage

Faculty and staff may use their personal car for business purposes, but should contact the Office of Risk Management prior. It is the responsibility of the owners of vehicles being used for business to carry adequate insurance coverage for their protection and for the protection of any passengers.

G. Mileage Calculation

In most circumstances, the appropriate way to calculate business mileage is from home or the office, whichever is less, to the business destination. At no time should normal commuting miles be included in the calculation. When driving from home to the airport on University business, only the shortest round trip (from home to airport or Belmont to airport) is reimbursable. Faculty and staff will be reimbursed for business usage of personal cars at **\$0.625 per mile**. This mileage reimbursement schedule may be changed. The Vice President of Finance and Operations approves any change to the mileage reimbursement schedule. When making travel arrangements for trips over 300 miles, care should be exercised to choose the most economical alternative between air transportation, a rental car with unlimited mileage or an employee's own vehicle.

Belmont University will reimburse for the most economical alternative available, even if an employee decides to utilize a different alternative for personal reasons. For example, if a trip is required and the following alternatives are available; air transportation, \$230; rental car with unlimited mileage and estimated gas for

\$280, and mileage reimbursement for personal automobile for \$937.50 (1,500 x \$0.625), the University would reimburse the employee for \$230 regardless of alternatives chosen. All mileage reimbursements should include exact mileage readings from odometer or [Google Maps](#) generated mileage calculations for backup documentation. If there are extenuating circumstances, the employee should have the appropriate Vice President, Provost or Dean approve the request before the travel takes place. Faculty and staff will not be reimbursed for the following, even if these costs are incurred during business travel:

- Car repairs
- Rental car costs during repair of personal car
- Tickets, fines, or traffic violations

H. Automobile Transportation

Rental Car

The use of rental cars (economy or compact models) may be authorized when other transportation is not available or when using a rental saves time or money. Reimbursement for expenses incurred when traveling by a rented automobile in lieu of air travel for out-of-state travel may not exceed the cost the traveler would have otherwise incurred if the traveler had flown. **All drivers should contact the Director of Risk Management and Compliance, well in advance of their trip date to ensure all protocols and policies within that office are satisfied.**

Renting Vehicles through Belmont's Preferred Rental Car Suppliers

National Car Rental and Enterprise Rent-A-Car are the preferred rental car suppliers for Belmont University.

As a reminder: Belmont has no insurance coverage for 15 passenger vans. No exceptions. Any driver of a 15 passenger van assumes 100% of the liability. This is a restriction from our insurance carrier. **If you have additional questions, please contact the Office of Risk Management and Compliance.**

I. Rental Car Insurance

Rental car insurance can be a reimbursable expense. However, employees should contact the Director of Risk Management and Compliance for clarification regarding the University policy on rental car insurance.

All accidents must be reported immediately to the automobile rental agency and to the Director of Risk Management and Compliance.

J. GPS, Road Side Assistance, Prepaid Fuel (Requires VP or EVP approval)

Generally, the GPS feature offered by rental car companies as an additional feature is not considered an "ordinary and necessary expense" and payment for this feature with University funds is not authorized. However, a VP or EVP may authorize payment for the use of a GPS feature if they decide it is in the best interest of the University. This authorization must be made prior to the trip, be in writing, include a justification, and be submitted as part of the travel documentation.

Roadside assistance charges are allowable when renting a vehicle.

Employees are expected to refuel the rental car prior to return to avoid refueling charges. When purchasing gasoline for rental vehicles, obtain a receipt that shows actual number of gallons dispensed and prices per gallon. Employees will refuel using regular unleaded **ONLY**, mid-grade and premium fuel will not be reimbursed. Prepaid gasoline receipts cannot be reimbursed. The refueling option that is prepaid to the rental car agency should not be accepted and **will not** be a reimbursable expense.

K. Other Transportation

Transportation, especially to and from airports, should be by the least expensive mode of transportation. Use of shuttles, taxicabs, Lyft, Uber, and other forms of Public transportation should be used whenever practical.

VIII. LODGING

Faculty and staff should use standard accommodations at reasonably priced hotels and motels when making reservations. **Reimbursement for lodging may not exceed the normal rate for a standard single room. Reimbursement for conference lodging costs which significantly exceed the cost of lodging as**

advertised for the conference must be explained and approved by the a VP, EVP or Provost. While traveling on University business, travelers should expect to receive service and accommodations that are both safe and comfortable, but not lavish or extravagant. In addition, travel arrangements should be well planned so that costs will not exceed budgetary limitations. In room movies and mini-bar expenses will not be reimbursed. When traveling to a conference, it is appropriate to stay at the hotel hosting the conference. Trips of less than 50 miles one way do not qualify for reimbursement for an overnight stay.

A. Lodging Receipts

Original receipts for lodging are required. The receipts must be submitted with the request for reimbursement or the departmental Purchasing Card report.

Lodging receipts must include all of the following information:

- Name and location of the hotel
- Dates of stay
- Itemized listing of charges
- Proof of payment

B. Lodging Cancellations

Should travel plans change, it is the traveler's responsibility to cancel his or her hotel reservation. The deadline for canceling reservations without penalty varies with each hotel. Please record the date; cancellation number; and the clerk's name when canceling. Failure to cancel a guaranteed hotel reservation could result in a no-show billing for the reserved room, which is considered a non-reimbursable travel expense unless there are extenuating circumstances beyond the control of the traveler (for example, a canceled flight). Such circumstances must be documented on the request for reimbursement or the P-Card report.

C. Lodging in Private Homes

In lieu of hotel lodging, employees may prefer to stay with family or friends while traveling on university business. The University will reimburse the employee's actual costs incurred. Reimbursement will not be made for imputed hotel bills or imputed meals if a traveler stays at the home of a relative or friend.

D. Airbnb and VRBO Accommodations

Travelers may stay in rental accommodations (e.g., VRBO or Airbnb) if the total cost is less expensive than a hotel stay in a standard, single occupancy room. Belmont University does not recommend Airbnb stays, however. If travelers choose to stay in a rental accommodation, they must provide documentation of the rental accommodation's lower cost. Belmont University will ONLY reimburse for the most economical alternative available, even if an employee decides to utilize an alternative for personal reasons. (For example; if the conference host hotel is \$135 nightly, this is the maximum that will be reimbursed regardless of the alternative lodging choice).

If an Airbnb is chosen, for liability reasons, the traveler must book using the "entire home/apartment" option rather than book a shared room or private room within a residence. This option must be stated clearly on your receipt for reimbursement.

Belmont University will not reimburse for lodging in a private/shared room within a residence or other type of building that is not the home of a family member or friend.

IX. MEALS AND ENTERTAINMENT

A. Travel Related Meals and Incidentals

Belmont University will reimburse employees for travel related meals based on the University's established daily per diem rate.

- Non- Key City rate - \$48 per day
- Key City Rate - \$66 per day.

- The University uses IRS Publication 1542 (page 4 – *per diem* rate tables) to determine only the Key city status. The federal *per diem* rates listed within this publication **are not applicable** to Belmont travel.
- To calculate the per diem due to the traveler - multiply the number of days traveled by the applicable per diem rate. (Each day travelled must have a specific business purpose to qualify.) Employees must provide the schedule/agenda for all conferences/events in order to substantiate daily *per diem* allowances.
- International Per Diem – Contact the Office of Study Abroad to obtain the rates for the traveler's destination.
- Faculty and Staff traveling with students – Faculty/staff who are traveling with students and are responsible for providing any portion of meals for the students while traveling are **not eligible** for the Travel Related Meals per diem. **All meal expenses, in this instance, require itemized receipts.** The daily per diem rates still apply and act as a daily allowable maximum. Key city and non-key city differences still apply.

Incidental Expenses

Definition: Fees and tips given to porters, baggage carriers, bellhops, hotel cleaning staff, taxi or shuttle drivers, and others for personal services performed.

An allowance for Incidental Expenses is included within the daily per diem rates. The university will not reimburse these expenses separately.

Employees **must** provide the schedule/agenda for all conferences/events in order to substantiate daily per diem allowances. **Cash Advances** – The University discourages the use of cash advances; however, they may be used in extenuating circumstances. The University AVP for Financial Operations will approve all cash advances and they will only be issued to current University faculty/staff.

- Users must submit supporting documentation justifying the need for the advance and the amount requested (budget of expected expenses and brief memo describing the need).
- Employees may have only one (1) cash advance outstanding at any given time.
- Anyone travelling and utilizing a cash advance **WILL NOT** be eligible for the Travel Meals per diem (as described above).
- Requests for cash advances will only be approved for expenses directly related to university business.
- If users have unspent cash remaining, it must be returned to the user's departmental Budget Manager, along with all itemized receipts supporting the purchases made with the cash advance funds.
- If there were more funds spent than were advanced to the user, then a reimbursement request should be completed via BPS for the excess spending. This reimbursement will also require itemized receipts to justify all purchases made.
- Departmental Budget Managers should attach all supporting documentation for cash advance expenditures to the original cash advance request in BPS (as a comment with attachment).
- The Hospitality Meals policy will govern these transactions.
- Further questions regarding cash advances should be discussed with the Office of Finance & Accounting.

NOTES:

- The University no longer requires itemized original receipts for travel related meals and incidentals (see the exceptions below). However, non-travel related business expenses and meal reimbursements are considered "Hospitality Meals" and will be covered under a separate policy (see B. Hospitality Meals below).
- **General note** – if the traveler is not eligible for the Travel Related Meals per diem during any portion of his/her trip, then they are not eligible for that per diem for the entire trip.

B. Hospitality Meals

Hospitality expenditures include the provision of food, beverages, activities or events for the purpose of promoting and furthering the mission of Belmont University. These expenditures are allowable when reasonable in amount and clearly required to advance the mission of the University. This policy applies to all Belmont University faculty, staff, and student organizations and all operating, restricted, grant and endowment funds.

There are occasions when business hospitality expenditures benefit the University's mission. However, because of the subjective nature of these types of expenditures, there is potential for misinterpretation. Judicious consideration should be given in making prudent and principled decisions regarding hospitality expenditures in order to be responsible to students, donors and with other stakeholders and to comply with applicable standards and regulations.

Procedures

1. Employees may be reimbursed for approved hospitality meals and refreshments by completing the proper request for reimbursement within the Belmont Purchasing system.
2. Employees may use the Belmont University Purchasing card (when applicable) for hospitality expenditures.
3. To comply with IRS requirements governing business meals and the University's accountable plan, the following must be provided with all requests for reimbursement within the Belmont Purchasing system and monthly purchasing card reports:
 - a. The business purpose of the event
 - b. The location of the event
 - c. The individuals in attendance (generalities may be used for large events)
 - d. The date of the event
 - e. **Itemized receipts are REQUIRED.**

Qualified Expenditures

1. Meals for On Campus Meetings

Meetings held on campus that include meals are allowed when a group of employees are required to give up work time and there is a business purpose for the meeting or event. A business meeting would cause the participants to work through a period in which they would normally be expected to have a meal.

On Campus meeting meals must be catered by our campus vendor Sodexo. Sodexo has the first right of refusal and, contractually, we are obligated to utilize their services. The department must contact Sodexo ahead of time to request their services. If they are unable to provide those services, then the department may proceed identifying and using an off-campus provider.

Meals may not be provided for regularly scheduled department meetings. Costs for meals with other University staff or faculty to discuss business are not an appropriate use of University funds.

2. Refreshments for Meetings or University Events

The provision of food for gatherings of University employees on a daily or similar ongoing basis is not considered to be an appropriate use of University funds. Food may be provided at meetings of University employees on an occasional basis. Refreshments may be purchased with University funds for the following types of events*

***NOTE: This list is not inclusive:**

Type of Event	Allowable	Unallowable
Award presentations	X	
Accreditation Events	X	
Commencement Receptions	X	

Department Meetings (Regularly Scheduled)		X
Honoring Retirees	X	
Honoring lecturers, special guests, dignitaries	X	
Host University Donors	X	
Job Fairs	X	
Meals with Co-workers		X
New Employee Orientation	X	
Personal Celebrations		X
Student Awards and Recognition Events	X	
Student Orientation	X	
Training and Employee Development Programs	X	
Workshop and seminars	X	

The use of University funds for personal celebratory events such as birthdays, bridal showers, and baby showers is **not** permitted.

3. Meals for Off Campus Meetings (Requires VP or EVP approval)

Off-campus meals for departmental meetings should be pre-approved by a VP or EVP and should only occur infrequently; **not to exceed three meetings per year**.

4. Meals with Prospective Employees, Visitors, Student Recruits

Reimbursement for meals should include only the principal people involved in the decision making **or recruiting** process. Generally, reimbursement will not be made for entire departments or large numbers of staff. **In this instance, the number of attendees should be determined in advance by the area Vice President.**

Meals for spouses or partners/guests of the principal staff responsible for the recruiting will be reimbursed only when the spouse/partner of the candidate is present.

In addition to the above, with any form of business entertainment that involves athletic recruiting or University Development, Vice President or Director sign-off approval is required.

5. Meals for Local Conferences/Seminars

Local conferences/seminars are defined as any event where an overnight stay is not required or allowed (see VIII. Lodging). If the event is determined to be a local conference/seminar and no meals are being provided, then the attendee is eligible for ½ the daily allowable per diem for each day they attend.

For example: A faculty member attends a 2 day conference at the Music City Center in Downtown Nashville. Nashville is considered a key city. The conference provides no meals (per the itinerary provided as backup). The faculty member **WOULD** be eligible for per diem reimbursement. ½ the key city rate multiplied by the 2 days attended.

NOTE: If the conference provides lunch/dinner, then the attendees would NOT be eligible for per diem reimbursement.

X. Departmental Functions and Entertainment

A. Departmental Functions (Requires VP or EVP approval)

Certain departmental functions, such as holiday parties, retirement parties, and other significant departmental gatherings, serve an important business purpose for the University in supporting morale and encouraging networking among colleagues. **All faculty and staff must obtain specific approval of their Vice President or Executive Vice President for the specific event prior to committing any University funds for a departmental function.** All expenditures for such functions must be within the confines of the departmental budget. Documentation of appropriate approvals is required on the request for reimbursement or payment approval and must be attached for Finance and Accounting to process.

The use of University funds for personal celebratory events such as birthdays, bridal showers, and baby showers is **not** permitted.

B. Entertainment

All business entertainment expenses must be directly related to the conduct of Belmont University business. IRS regulations require that an employee be engaged in the active conduct of business with the person being entertained. Entertainment expenses associated with the active conduct of Belmont University business will be reimbursed if they directly precede or follow a substantial business discussion, in which the person(s) entertained has a potential or actual business relationship with the University, or the business discussion will benefit the University.

XI. Miscellaneous Expenses

A. Baggage Expense

Charges for excess baggage are reimbursable only when the traveler is transporting University materials or when the extended period of travel necessitates excess personal baggage. Necessary expenses associated with baggage handling, storage and tips are allowable.

B. Lost Baggage

Should your baggage be lost or damaged, you must notify airline personnel and file a claim with the airline before leaving the airport. Neither the University nor the University's insurance will pay for loss or damage to your personal property.

C. Tipping for Meals

Tips provided on itemized receipts should not exceed 20% of the bills pre-tax subtotal for Belmont related expenses.

Example: If an itemized meal receipt has a pre-tax subtotal of \$100. The maximum tip allowed for that meal is \$20.

An allowance for Incidental Expenses (defined as fees and tips given to porters, baggage carriers, bellhops, hotel cleaning staff, taxi or shuttle drivers, and others for personal services performed) is included within the daily per diem rates for the area of travel. The university will not reimburse these expenses.

D. Internet Usage

The University recognizes that internet usage while traveling for business purposes is sometimes necessary. Employees are encouraged to pursue hotels that provide "Free" internet access. However, where charges are incurred for internet usage this is an allowable reimbursable expense providing that it is itemized on the hotel invoice. Internet charges incurred at airport terminals are not allowable reimbursable expenses.

E. Non Reimbursable Expenses

Type of Non-Reimbursable Expenses
Child Care Expenses
Pet Care Fees
Alcoholic Beverages other than beer and wine (A)
Personal Entertainment
Travel Accident Insurance
Personal Guest Travel
Dry Cleaning
Parking and traffic fines
Travel to/from campus (B)
Tips and other incidentals (C)

- (A) The purchase of alcohol with University funds for any meal or entertainment purpose must comply with the university's drug and alcohol policy.
- (B) The University will not pay to reimburse any faculty or staff for travel to and/or from campus to perform their job duties. You may not use operational funds, AEF funds, or even restricted funds to pay for travel to/from campus.
- (C) The University daily per diem rates include incidental expenditures such as snacks, beverages, and unsubstantiated tips to wait staff, housekeepers, porters etc. Those expenses will **NOT** be reimbursed individually.

XII. Reimbursement – Faculty and Staff

A. Belmont University Accountable Plan

Belmont maintains an "accountable plan" as defined by the Internal Revenue Service (IRS). Under this type of plan, reimbursements for travel, entertainment and non-travel business expenses are not required to be reported as income to the employee, as long as the advances and reimbursement of expenses meet all of the following three requirements:

1. There must be a business connection to the expenditure. This means that the expense must be a deductible business expense incurred in connection with services performed as an employee. If not reimbursed by the employer, the expense would be deductible by the employee on his/her 1040 income tax return.
2. There must be "adequate" accounting by the recipient within a reasonable period of time. All business-related reimbursements must be submitted to Finance & Accounting within 45 days of incurring the expense. If expenses are the result of business travel, then submission is within 45 days upon return from the trip. **Reimbursement requests submitted after the 45-day window will have their reimbursements submitted through Payroll and have the appropriate Federal taxes withheld from the reimbursement as noted in paragraph below.** Faculty and staff must verify the date, time, place, amount and the business purpose of the expenses. Itemized receipts are required.
3. Excess cash advances must be returned within two business days upon return.

Any expenses that fail to meet all three rules for the accountable plan must be treated as income to the employee and reported to the IRS on Form W-2 (subject to withholding of employment taxes). Employees seeking reimbursement for business expenses they paid for using the University Travel Card or other personal methods should complete the proper request for reimbursement within the Belmont Purchasing system and submit it to their supervisor for review and approval. These should then be forwarded to the departmental budget manager for further processing and approval. In no circumstances can employees approve their own expense reimbursement.

B. Documentation and IRS Requirements

In order to comply with IRS rules, faculty and staff must substantiate the date, place, and business purpose of the meal. An itemized receipt must be submitted with the expense report for any non-travel-related business meal or entertainment expense. Receipt "stubs" will not be accepted as documentation. Attendees should always be listed on the expense report. Business purposes such as "lunch meeting" are not adequate information to fulfill this requirement.

C. Self-Audit

Faculty and staff should review their own request for reimbursement within the Belmont Purchasing system for completeness and propriety. Signing your report (physically or electronically approving the request) indicates your agreement with the charges listed and their adherence with University policy.

D. Reimbursement Payments

Direct Deposit is strongly recommended for all requests for reimbursement, otherwise reimbursement checks will be sent to the location selected by the traveler.

E. Auditing of Travel, Entertainment and Non-travel Business Expenses

The University Office of Institutional Effectiveness will audit selected requests for reimbursement for compliance with the University policy, IRS and other external regulations. Their staff may require additional information supporting an expense or require an additional approval at a higher level of authorization.

E. Personal Gift Policy

It is the University's desire to at all times preserve and protect its reputation for fair and ethical dealing, and to avoid the appearance of impropriety, through implementation of the following standards:

Gifts Influencing Decision Making

A kind gesture can be easily misinterpreted when a gift could give the appearance that it is intended to influence the decisions of a person or organization. To avoid this possibility, gifts, favors, services, entertainment, or other things of value should not be accepted by directors, officers, faculty or staff in any situation where decision-making or actions affecting the University might be influenced. Similarly, offering or giving money, services, entertainment, or other things of value by University employees is prohibited if the offer or gift is intended to influence the judgment or decision-making process of any purchaser, supplier, customer, government official or other person. For the same reasons, directors and officers cannot accept gifts from faculty and staff if the appearance of fairness might be compromised. These standards do not prohibit gifts of a value of under \$300 or gifts given generally for meals, entertainment or other normal, social amenities. No other gift may be given or accepted without formal disclosure and approval by the Executive Committee of the Board of Trustees (in the case of directors and officers) or the Conflict Resolution Committee (in the case of faculty and staff).

Gifts from Vendors

University directors and employees may accept gifts from vendors which have a value of **\$300 or less per year**. To the extent possible, these gifts should be shared with the other directors or employees. University directors and employees shall not accept excessive gifts, meals, expensive entertainment, trips, or other goods or services which have a value of more than **\$300 per year** nor may they solicit gifts from vendors, suppliers, contractors, or other persons. At a vendor's invitation, an individual may accept meals or

refreshments at the vendor's expense. Occasional attendance at a local theater, outing or sporting event, or similar entertainment at a vendor's expense may also be accepted as long as the value does not exceed **\$300 per year**.

Gifts from Students

University directors and employees are prohibited from soliciting personal gratuities or gifts from students and may never accept gifts of money. In particular, faculty should not accept gifts from a student while the student is enrolled in their class or while the faculty member has, or appears to have, influence or control over the student's grades or academic career. Nominal gifts of appreciation from students such as candy, fruit baskets, and other tokens are not prohibited. If a student wishes to present a monetary gift to Belmont, the student should be referred to the Office of Development.

F. Mail Center Policy

The Belmont University Mail Center is managed through an agreement with The UPS Store and serves all academic and administrative departments as well as residential students. Faculty and staff members are not to use Belmont University as a shipping address for packages unrelated to university business. Faculty, Staff and commuter students may contact the Mail Center and make arrangements for rental mailboxes or locker privileges from The UPS Store. Belmont University is not liable for any delay in delivery or damage to any package or mail not intended for official use or residential student delivery.

G. Whistleblower Policy

The purpose of this policy is to provide a process for all Belmont University employees to report in good faith any suspected or known misconduct, either illegal and/or unethical. For the purpose of this policy, misconduct is defined as a violation of law, the mismanagement or gross waste of university assets, or the abuse of authority. This policy also serves to protect all individuals who report, in good faith, misconduct from any retaliatory behavior as a result of reporting.

Directors, officers, faculty, and staff are custodians of the University's assets and must abide by the code of ethics set forth by the University. They owe a duty to the University to follow University procedures when spending University funds, using University assets or when conducting business affairs on behalf of the school. Where no specific procedures exist, directors, officers, faculty, and staff are expected to protect the best interests of the University.

University assets include physical property, financial assets, information, systems, relationships, or any other resources including the University's reputation and prestige. Abuse of assets can occur intentionally through the destruction, manipulation, or misuse of assets, and can also occur through the intentional or unintentional careless expenditure, mismanagement, use, or waste of University resources.

Any employee with a reasonable suspicion who makes a good faith report of illegal or improper activity pursuant to this policy will be protected from retaliatory acts. These acts may include:

- Loss of job
- Demotion
- Any form of harassment
- Loss of wages or bonuses

Suspected misconduct should be reported to Dr. Paula Gill, Vice President for Institutional Effectiveness and Educational Innovation, at 460-8637, Jack C. Massey Center – 4th Floor.

H. Copyright Policy

All materials created by Belmont staff members in the course and scope of their staff employment by the University, in whatever medium they may exist, are rendered at Belmont's request and direction as "Work Made for Hire." This work shall be the sole property of Belmont. The staff member shall have no further rights in it. Staff employees who are hired as adjunct faculty should refer to the Faculty Handbook for policies

advising ownership of copyright material created for course instruction.

Belmont requires that any employee who makes copies of protected works for use at the University comply with copyright law by being able to show that the proposed use is “fair use” or by showing evidence of having secured permission for the use. The University will not assume liability for any employee who acts contrary to this policy statement.

Where duplication of printed materials for use in the classroom is concerned, this policy applies to all copying of protected work regardless of whether the copying occurs on campus or off campus, on privately-owned copy machines or at commercial copy shops. In addition, this policy applies regardless of whether the copied material is sold directly to the student by the employee or through The BruinShop. Demonstrating fair use and/or showing that permission has been secured is a prerequisite to the sale of the material through The BruinShop.

For an orientation to the limits of fair use and for a complete statement of University policy on copyright compliance for classroom copies, audio, video, printed music, software, sound recordings, digital images and public performance, employees may consult Belmont's Web site at http://www.belmont.edu/notices/copyright_compliance_policy.html. These copyright compliance policies are incorporated by reference into the content of this staff handbook. Questions concerning copyright compliance should be directed to the Office of University Counsel.

I. Information Technology Policies

The following provides a synopsis of IT policies for the Belmont University Community. Complete details for these and other IT policies can be found at www.belmont.edu/lits/policies.

ACCEPTABLE USE POLICY

Belmont University's Library and Information Technology Services (LITS) computer resources are intended to support the educational, administrative, and campus life activities of the university. The use of these computer resources is a privilege extended to members of the Belmont community, who are expected to act in a responsible, ethical, and legal manner. Acceptable use entails behavior that respects the rights of others, does not compromise the security or integrity of computer and network resources, and complies with all applicable laws and license agreements. This policy establishes specific requirements for the use of computing and network resources at Belmont University. As with other university policies, violation of the Acceptable Use Policy can result in disciplinary action.

Scope

This policy applies to all users of computer and network resources owned or managed by Belmont University. Resources include all university owned, licensed, or managed hardware and software, as well as the university network, regardless of the ownership of the device connected to the network, the means of connecting, or the locale from which the connection is made.

Policy

Federal, State, and Local Laws. Users must comply with all federal, state, and other applicable law; all applicable university rules and procedures; and all applicable licenses and contracts. Examples include but are not limited to laws pertaining to libel, copyright, trademark, child pornography, and hacking; the Bruin Guide and other codes of conduct; the Employee and Faculty Handbooks; the university's sexual misconduct policy; and all applicable software licenses.

Authorization. Users may use only those IT resources that they are authorized to use, in the manner and to the extent authorized, and they must not attempt to subvert or bypass university-imposed security mechanisms. Devices used to access the Belmont network must be approved and supported by Information Security. The ability to access computers, computer accounts, computer files, or other IT resources does not, by itself, imply authorization to do so. Accounts and passwords may not be shared with or used by persons other than those to whom they have been assigned by the university. Users must make a reasonable effort to protect passwords and secure resources against unauthorized use.

Fair Share of Resources. Users must respect the finite capacity of the university's IT resources and limit their use so as not to consume an unreasonable amount of those resources or to interfere unreasonably with the activity of other users. LITS may set limits on an individual's use of IT resources or require that an individual user refrain from specific uses to assure that these resources can be used by anyone who needs them. Reasonableness of use will be assessed in the context of all relevant circumstances, but any use that degrades the performance of the university network or interferes with the ability of others to use IT resources or with the university's educational or business activities will be considered unacceptable.

Personal Use. Users may not use IT resources to campaign for or against a candidate for political office or for commercial purposes inconsistent with the university's tax-exempt status. Personal use of university IT resources for other purposes is permitted when it does not interfere with the performance of one's job or other university responsibilities, does not compromise the functionality or degrade the performance of IT resources, does not consume a significant amount of IT resources, and is otherwise in compliance with this policy. Further limits on personal use by university employees may be imposed in accordance with normal supervisory practices.

Commercial Use. Since Belmont University is an educational entity rather than a commercial entity, commercial use of Belmont's computing resources is prohibited. Users are not permitted to host commercial sites on the university's network or use Belmont's websites or other intellectual property to conduct or promote commercial interests. Belmont reserves the right to restrict accounts and remove individual web pages that are used for commercial purposes.

Harassing and/or Obscene Material. Internet users at Belmont are to refrain from displaying or distributing material (text, audio or video) which is obscene, harassing, or is in any way inconsistent with Belmont's Statement of Values. For purposes of this policy, obscenity is defined as (1) material which a reasonable person, applying Belmont community standards, when considering the contents as a whole, would conclude that they appeal to prurient sexual/physical interests or demeaning behavior rather than an intellectual or communicative purpose; and (2) material that, when taking its content and particular usage or application as a whole, lacks redeeming literary, scientific, political, artistic or social value. The University cannot protect individuals against the existence or receipt of all material that may be offensive.

Inappropriate Uses of Internet Access There are numerous appropriate uses of the Internet including email, social media, and access to information. Belmont encourages the educational and appropriate use of these resources. All uses of Internet resources should consistent with the university's Statement of Values.

Wasteful Use of Resources. Users are to refrain from deliberately performing any act that will impair the operation of any facet of the computing resources of the university or the resources of any recipient of the information. Those who use computing resources for recreation, entertainment, personal and extracurricular work are to yield to those who have academic or university business-related need for the computer resources. Examples of non-academic or university business-related use include playing computer games, printing personal or extracurricular materials (invitations, announcements, resumes, etc.) and or accessing personal social media accounts such as Twitter, Snapchat or Facebook.

PRIVACY AND SECURITY

The university takes various measures to protect its information resources and users' accounts. However, the university cannot guarantee privacy and it is the responsibility of individual users to engage in prudent practices by establishing appropriate access restrictions for their accounts and safeguarding their passwords in accord with the Password Policy.

The normal operation of the university's IT infrastructure requires backing up data, logging activity, monitoring general usage patterns, and other such activities. While the university does not regularly review the content of information contained on a computer or transmitted over the network, exceptions are made under the following conditions:

- when required to preserve public health and safety;
- when required to preserve or restore system integrity or security;
- when required by federal, state, or local law

- when there is reason to believe that IT resources are being used in violation of law or university policy.

Permission to review individual data can come only from a senior officer of the university.

Personal Responsibility. Everyone who obtains a computer/email account or uses the computers and network resources made available by the university, must understand that he or she is accountable for the guidelines set forth in this document. In addition, account holders assume responsibility for:

- protecting his or her password in accord with the Password Policy
- reporting any breach of system security
- reporting unauthorized use of his or her account
- changing his or her password on a regular basis
- frequently making back-up copies of his or her work to ensure against loss
- clearly labeling works and opinions as his/her own before they are widely distributed

VIOLATIONS

Violations of this policy will be handled according to normal disciplinary procedures. However, a user's IT use privileges may be suspended by LITS prior to the initiation or completion of these procedures when there is a reasonable basis to believe that an individual is in violation of this policy.

Employee Violations. Harassment or obscenity incidents involving Belmont employees may be addressed in conjunction with the employee's supervisor. Possible sanctions include the deletion of material or direct links to other locations on the Internet which are found to be obscene, loss of computer resource use privileges and other sanctions available within the university employer-employee relationship up to and including termination.

Student Violations. Harassment or obscenity incidents involving Belmont students will be addressed in accordance with the procedures detailed within the Bruin Guide. Potential sanctions include reprimand, fines, loss of privileges, essay requirements, required attendance at educational seminars or programs, suspension, expulsion, or dismissal from the university.

Definitions

USER: Any person using any of the university's computer or information resources, including but not limited to:

- Faculty
- Students
- Alumni
- Contractors
- Consultants
- Associates, honorary and visiting staff
- Community members and guests
- Other users authorized by the university
- Third parties (ex. vendors, contractors, etc.)
- Anyone connecting non-Belmont equipment (e.g., laptop computers) to the university network

LITS: Library and Information Technology Services. Belmont division that supports technology and library services for the campus

Resources: All Belmont University resources and facilities operated by the university – Whether owned, leased, used under license or by agreement – including, but not limited to:

- Telephones

- Mobile data devices
- Desktop and laptop computers
- Email, chat, facsimiles, mail
- Any connection to the university's network, or use of any part of the university's network to access other networks
- Connections to the Internet that are intended to fulfill information processing and communications
- Communication services, including cable TV
- Hardware, including printers, scanners
- Laboratories or other facilities
- Any off-campus computers and associated peripherals and equipment provided for the purpose of university work or associated activities

J. Key Control Policy

Employees may be issued specific keys to offices and/or buildings they need to access to conduct their work. Each key holder is responsible for the key(s) issued to him or her and should report a lost or stolen key to the supervisor or department head immediately. Key holders must not loan or transfer keys to another person and should not unlock doors for unauthorized persons.

Departments must keep accurate records of keys assigned and retrieve all keys when they are no longer needed due to a key holder ending employment, changing job requirements or transferring to another office.

All locks and door hardware used on campus must comply with appropriate technical standards and codes, including building, fire and Americans with Disabilities Act. For additional procedures and responsibilities see *Key Control Policy* on MyBelmont.

K. Environmental Policy Statement

Empowering men and women in a Christ-centered community to engage and transform the world includes educating them to protect and care for Creation. Believing that the natural environment is a gift from God, the university will endeavor to model for its students and the broader community appropriate institutional behaviors which protect the environment including respect for and compliance with all applicable environmental laws and regulations.

Belmont University will prevent pollution and reduce its negative impact on the environment by using renewable resources wherever feasible, educating its population on best environmental practices related to university processes and/or environmental regulations, providing a framework by which improvement will be a continuous, conscientious, and methodical, and by supplying reasonable resources necessary for the attainment of environmental goals and objectives.

Belmont will meet these commitments by:

1. Develop and recommend environmental objectives as well as solutions to implement those objectives.
2. Perform initial and thereafter annual reviews of Belmont's EPA mandated environmental aspects and impacts.

L. Solicitation Policy

In order to create an atmosphere that is conducive to collegiality and efficiency, Belmont employees shall not engage in commercial or charitable solicitation of students or employees of the university during work time. "Work time" is defined as any time when the soliciting employee or the employee being solicited is scheduled to be working. Outside of work time, no one may solicit or distribute solicitation material on University property or use University resources, including e-mail, for such a purpose without proper authorization.

Authorization for any type of solicitation must be approved by the Office of Human Resources. Posters or flyers must be pre-approved by the Student Activities Office prior to posting.

M. Pets and Other Animals on Campus

Belmont University strives to promote a safe and healthy learning and working environment. Consequently, pets and other animals are prohibited from university-owned buildings unless the animal is in the service of a person with a disability or the animal is used in classroom instruction. Members of the Belmont community and neighbors are free to walk their pets on campus so long as the pets are on a leash and cleaned up after.

N. Faculty and Staff Office Spaces

Belmont University provides faculty and staff members with appropriate office space to facilitate their work. Such office space is expected to be maintained in an orderly and appropriate manner and the faculty/staff member(s) resident in the office space is/are expected to comply with the following policy statements related to faculty and staff offices.

While faculty and staff office space is University space, faculty and staff members who are assigned to use this office space may wish to include personal and professional items (diplomas, pictures, photos, teaching aids, awards, etc.) within those spaces. The intent of this policy is to provide guidelines for the appropriate inclusion of personal items within faculty and staff offices while avoiding damage to university property and facilities. Please note that Belmont University recognizes that any policy of this nature may not anticipate every possible issue or circumstance that may arise with respect to faculty and staff office décor or the use of faculty or staff office space. Therefore, the University reserves the right to impose reasonable restrictions and/or requirements with respect to the place and manner of personalization/decoration within faculty and staff office spaces and other campus spaces. These restrictions may be made in addition to, or in lieu of, those set forth in this policy. In addition, it is assumed that no decorations within faculty or staff offices should be in conflict with the Mission, Vision, or Values of the University.

Appropriate decorations that faculty and staff members may wish to install in their faculty offices would include academic degrees, photographs, pictures, posters, awards, or items used to supplement course instruction, though no item may be installed in any faculty or staff office without prior approval of the faculty or staff members dean or vice president. Given the differing types of construction materials used in various campus locations, as well as the reality that electrical, plumbing and other utilities are housed within office walls, the University requires that the installation of items within faculty or staff offices must be done only by personnel from Facilities Management Services (FMS). Once approved by the dean or Executive Vice President, FMS will be contacted by the dean's or Executive Vice President's staff to arrange a time with the faculty or staff member for the installation of the approved items.

Faculty or staff members may be provided with a hook that may be used to hold coats, etc. in their office if the inclusion of such a hook is necessary. This hook will be installed by FMS.

Beyond the installation of personal items noted in the paragraphs above, faculty and staff members may not alter the interior of faculty or staff office space. Alterations include, but are not limited to:

- Making structural changes to the office, modifying wall coverings; painting or covering of walls, windows, furniture or equipment;
- Installing, removing, or changing flooring; in addition, under no circumstances can any items be permanently affixed to the floors;
- Hanging/installing blinds, draperies, or shades (beyond those installed by the University) in any window, wall, or door;
- Hanging any items on or from the walls, doors, door frames, windows, ceiling, ceiling tile, pipes, etc. without prior approval of their dean/Executive Vice President;
- Operating heating devices;
- Altering, changing, installing, or removing locks on doors, windows, furniture, or equipment; or
- Augmenting the furniture provided by the University without approval of the dean or Executive Vice President.

While not specific to faculty and staff offices it is important to note the following prohibitions are in place for both faculty offices and all campus spaces:

- No materials or decorations may be placed on any of the interior windows in the building and no items should block the glass windows (e.g., bookcases). Inside shades or blinds, beyond what has been installed by the University, may not be used for any of the interior glass windows or glass walls. Bottles, paper stacks, and books may not be placed on any windowsill.

- Using masking tape or other adhesives (including paste, glue, and spray adhesive).
- Using nails, heavy gauge staples, or other metal fasteners.
- Attaching posters or flyers or spray painting on woodwork, statues, or other public art, walls, trees, doors, light/telephone poles, sidewalks/walkways, stairwells, vehicles, roads, grassy areas, windows/transparent surfaces, bus shelters, or other areas not expressly permitted through this policy.
- Posting messages or symbols on grassy areas.
- Hanging banners on external surfaces without first obtaining permission from the appropriate dean or Executive Vice President. Such items must be installed by FMS personnel.
- Causing damage to personal or University property.

Belmont University is not responsible for loss, damage or theft of personal belongings and employees are advised to keep valuable items in a safe and secure location.

O. Service of Legal Papers

Service of legal papers (subpoenas, court orders, and/or other documents related to litigation) on the university or any unit of the university may be accepted only by the following officers of the university:

- President
- Provost
- University Counsel

All legal papers which are delivered personally or via mail or electronic transmission to a university employee other than the Office of University Counsel should be immediately forwarded to the Office of University Counsel together with the envelope, any packaging, and a statement identifying the time, date, and manner of delivery.

Service of legal papers that name a specific university employee in his or her individual capacity can only be accepted by that individual. Please refer persons seeking to serve such papers to the Office of Administration and University Counsel for assistance.

P. Privacy Rights of Students

Belmont University fully complies with the provisions of the Family Educational Rights and Privacy Act (FERPA). This federal law protects the privacy of students, rights of access to education records, and complies with FERPA requirements in the release and disclosure of education records to eligible third parties. The law also provides students with the right to inspect substantially all of his or her education records, if they believe the record to be inaccurate or misleading.

Educational records must be made available for inspection and review in the Office of the Registrar. Students seeking a review of educational records must give written notice and be provided with a date and time when the records will be provided to the student for inspection. They will be asked to provide identification prior to inspecting their records. "Directory information" and general student records as defined in the law, and listed at Belmont may be disclosed without consent to eligible third parties in a number of circumstances.

Employee Overview

In order to comply with this law, Belmont has formulated and adopted institutional policies and procedures to be followed by the University for its employees and by those interested in gaining access to education records. Under no circumstances shall an employee deemed eligible to have an "educational interest" or "need to know" disclose an education record that is in his/her possession or give control to any person other than the student to whom they pertain. A legitimate educational interest in order to gain records access for a student by any third party will be determined (or confirmed) by the Office of the Registrar.

All requests to inspect and review records not within the employee's possession or control and all requests by third parties (including the student's parents) to inspect and review records shall be referred to the Office of the Registrar. It is the policy of the University to allow students to inspect and review their education records. However, the university may redact prior to review if those records contain any of the following:

- information on more than one student is contained in
- financial information on his or her parents; or
- confidential letters and statements of recommendation, if the student has waived his or her right to inspect letters related to the student's admission to the college, application for employment or receipt of honorary recognition.

Q. Grievance Policy

Introduction

It is the intent of the University to protect its employees from mistreatment, abuse, exploitation, and misconduct in the workplace at all times. If an employee experiences such behavior and the behavior is unrelated to the employee's status as a member of a protected class under the university policy on non-discrimination, the employee has the opportunity to pursue a grievance as defined by this policy. Employees should first seek assistance from their immediate supervisors who are responsible for making a good faith effort to address the reported misconduct and identify an appropriate resolution. If these efforts are not successful, they should then communicate the problem to the next level of management. If these measures are unsuccessful, employees are entitled to use the University's Grievance Process without fear of retaliation for their decision to pursue a grievance.

Please see the Faculty Handbook for faculty grievance policies.

Who is covered?

All regular full or part-time staff are eligible to use the Grievance Process. This procedure does not cover temporary staff or student employees.

Scope

The Grievance Process does not apply to disputes involving any of the following actions:

- Disciplinary actions
- Involuntary separation, as the University reserves the right to terminate employment as an employment-at-will employer.
- Salaries and wages, including raises or bonuses.
- Performance evaluations.

Any disagreement an employee has with disciplinary actions, wages, and performance ratings should be discussed with his or her direct supervisor's supervisor.

Termination of the Process

An employee may withdraw a grievance at any time by notifying a Human Resources Generalist. A Human Resource Generalist may terminate the process at any point if it is determined that the employee failed to take actions required by the process in a timely manner or otherwise impeded effective resolution of the grievance.

Procedures

As a first step, employees should try to resolve the issue by discussing it with his/her immediate supervisor within ten (10) calendar days of the occurrence of the incident giving rise to the grievance. In the event the employee and supervisor are unable to resolve the matter, then both parties should then meet with the next level of management to discuss a resolution.

If the issue cannot be resolved through the efforts outlined above, the employee may then submit a written request of his/her intent to utilize the Grievance Process to a Human Resources Generalist. The written notification of the grievance should include the specifics of the grievance and outline what efforts have been taken to resolve the issue. A Human Resources Generalist will then request a meeting with the parties to discuss the grievance to seek a resolution. If the parties cannot agree upon a resolution, the parties may be referred to mediation.

If the parties are unable to informally resolve the issue, they do not wish to pursue mediation or are unsuccessful in resolving the issue through mediation, a Human Resource Generalist will forward the employee's written grievance and a written report outlining the additional steps taken to resolve the issue to the Executive Vice President for Administration and Chief of Staff to determine a resolution.

The Executive Vice President for Administration and Chief of Staff shall render a final written decision to all parties within ten (10) calendar days of receipt of the information.

R. Hope, Unity, and Belonging

As a Christ-centered university, we believe a campus community of employees from all backgrounds best reflects the image of God and the global body of Christ. We also believe that inclusive campuses are more effective at collaborative problem-solving, promoting innovation, increasing productivity, and enhancing employee engagement, retention, and a sense of belonging.

Belmont University values diversity in students, staff and faculty. We conduct ongoing evaluations of how candidates for employment are recruited, to make sure that the applicant pool includes qualified candidates from all backgrounds, and we actively evaluate hiring practices and implement substantive changes to ensure that hiring processes are fair to all.

The Belmont University Hope, Unity, and Belonging (HUB) Advisory Council was established to support the university's goal of becoming more reflective of our local and global communities. The council is chaired by the Vice President of Hope, Unity, and Belonging and is made up of faculty, staff, and students from across campus. The interprofessional-interdepartmental council implements evidence-based strategies and is devoted to promoting a culture of belonging and radical hospitality for all.

S. Dress Code Policy

All Belmont University employees should project a professional and welcoming image to the students, parents and customers with whom they interact. The use of appropriate discretion in the choice of clothing and in personal appearance is essential to maintaining the safe and efficient operation of the University. Employees are expected to dress in a manner appropriate to their working environment and to the type of work performed and to maintain personal cleanliness and hygiene, avoiding excessive use of perfume and cologne. Employees, in conjunction with their supervisors and/or an appropriate member of leadership, may use their judgment regarding the days that they wear "business casual" dress. The schedule of activities should determine work attire.

The following guidelines apply to "business casual" attire:

- Appropriate business casual attire includes slacks, skirts, ladies' tops and blouses, and shirts with collars.
- Appropriate business casual attire does not generally include casual athletic attire such as sweatshirts, sweatpants, low cut shirts, spandex, flip flops, cropped shirts and gym shorts or cut offs, unless it is appropriate for the department or specific activity – for example, Athletics T-shirts and sweatshirts with Belmont logos are acceptable. Dirty or torn clothes and t-shirts with inappropriate language are never appropriate attire.
- Employees who are required to wear uniforms are expected to wear them in their entirety.
- Staff members must abide by the safety policies and procedures of their departments and wear required protective clothing and safety equipment. Some departments may have their own policies or dress codes appropriate to the nature of the work done within those departments. Employees should consult with their supervisor regarding any dress code requirement specific to their department.

T. Anniversary Date Policy

The date an employee begins his or her current term of continuous employment at Belmont is the employee's "anniversary date." This date is important for many reasons, especially because it is used in determining eligibility for certain employee benefits as well as Length of Service awards. Please note that employees who transition from part-time to full-time will use the anniversary date of full-time employment to determine the month of vacation rollover. Faculty who transition from a full-time, 10-month position to a full-time, 12-month position will use the anniversary date of 10-month employment to determine the month of vacation rollover.

U. Authorization to Use Photograph or Video

From time to time, University personnel, vendors, and/or students will photograph or audio/videotape campus events for the instructional, documentary, promotional, public relations, social media, advertising, and other purposes of Belmont University. Employees agree that such photographs or video may be used for these purposes by Belmont University. If an employee objects to this provision of employment, he or she should provide written notice of this objection to University Marketing and Communications.

V. Privacy Policy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict Belmont's ability to use and disclose protected health information (PHI). PHI means information that is created or received by our group welfare benefits plan (the Plan) and relates to the past, present or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. PHI includes information of persons living or deceased. It is Belmont's policy to train all members of Belmont's workforce who have access to PHI on its privacy policies and procedures. The Chief Human Resources Officer is the Privacy Official for the Plan. The Chief Human Resources Officer will serve as the contact person for participants who have questions, concerns or complaints about the privacy of their PHI.

For more information, see the complete HIPAA Privacy Policy available on the Human Resources website at <https://my.belmont.edu/human-resources/Handbooks2> or contact the Office of Human Resources.

The Privacy Officer will serve as the contact person for participants who have questions, concerns or complaints about the privacy of their PHI.

Under the Gramm-Leach-Bliley Act (GLBA), Belmont University is required to provide an Information Security Program to safeguard any record containing nonpublic personal information about a customer, whether in paper, electronic or other form that is handled or maintained by or on behalf of the university. Additionally, Belmont is committed to protecting information that is considered personal or confidential even if this information will not lead to identify theft if compromised. Belmont University has appointed a Director of Information Security in compliance with the GLBA requirements. The Director's role is to help the relevant offices of the University minimize potential and actual risks to security and privacy breaches of information. Each college or school will conduct an annual data security review with guidance from the Director of Information Security.

In the event that an unintentional information disclosure occurs or for more information, please contact the Privacy Officer.

W. Accommodations for Employees with Disabilities

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment. In accordance with the ADA and Belmont's non-discrimination policies, Belmont University provides reasonable accommodation to employees who are disabled or who become disabled and need assistance to perform the essential functions of their position. The Department of Labor asks employers to survey employees allowing them to voluntarily identify themselves as disabled. Belmont will use the collected data to assess employment practices and recruitment efforts to increase the number of employees with disabilities. If you have a disability and would like to request an accommodation to perform your work responsibilities, please contact the Office of Human Resources. Per the University's Privacy and HIPAA Policies, all protected health information will be kept private. Absences due to qualifying reasons protected by FMLA, ADA and/or other federal or state leave laws will be considered approved absences and will not negatively impact an employee's personnel record nor result in the accumulation of any points in the Facilities Management Services or Office of Campus Security absence tracking system, provided the employee complies with their responsibilities under these laws. For more information, please contact the Office of Human Resources.

X. Pregnancy Workers Fairness Act Policy

Purpose

As required by the federal Pregnant Workers Fairness Act (PWFA), Belmont will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to Belmont.

Policy

An employee may request an accommodation due to pregnancy, childbirth or a related medical condition with their supervisor. The supervisor will engage in an interactive process with the employee to determine if the accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship. Contact HR for assistance with this process if needed.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat, and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

Y. Mission Trips

Staff employees are allowed to lead a Belmont University mission trip organized through University Ministries with the permission of their supervisor. Because staff members will be working with Belmont students for the entire time in fulfillment of the University's mission, up to five days per year will not be counted as vacation time. However, such trip leadership must not interfere with the normal operations of the staff member's work area.

Z. Code of Ethics

Preamble

As affirmed in its mission statement, Belmont University is a Christ-centered, student-focused community, developing diverse leaders of purpose, character, wisdom and transformational mindset, eager and equipped to make the world a better place. Therefore, the University's trustees, administrators, faculty, and staff are expected to conform their conduct to the highest ethical and moral standards. In recognition of this expectation and to aid Belmont personnel in these efforts, the University has established this Code of Ethics. This code includes the University's core values as well as policy statements on conflicts of interest, acceptance of gifts, and the proper use of the University's assets.

Core Values

Values serve as guiding principles that shape our daily actions. A relentless focus on core values helps the University move toward its vision of being "the leading Christ-centered university in the world, radically championing the pursuit of life abundant for all people."

Belmont proclaims these values:

- Integrity
- Inquiry
- Collaboration
- Service
- Humility

AA. Indemnification Provision

Each employee of the University shall be indemnified to the fullest extent allowed under state law against all expenses actually and necessarily incurred and any liability paid by such employee in connection with any actual or threatened claim, action, suit, or proceeding to which he or she has been made a party by reason of being or having been an employee of the University. The University shall cover such expenses and liabilities except in relation to matters where the employee shall be adjudicated in the action, suit or proceeding to be liable for willful, wanton, gross, or other forms of negligence in the performance of duty.

BB. Conflict of Interest Policy: Directors and Officers

Scope

The following statement of policy is adopted pursuant to Article X of the Bylaws of Belmont University. It applies to each member of the board and to all officers of Belmont University including the president, vice presidents, members of the executive leadership team, vice presidents and deans.

Fiduciary Responsibilities

Members of the board and officers must fulfill their fiduciary duty to Belmont University by making decisions with a desire to promote, protect and advance the best interests of the University.

Directors and officers of Belmont University frequently also serve as directors, officers, employees and/or owners of other institutions and organizations, for profit and not for profit alike. Consequently, an effective board and administration cannot consist of individuals entirely free from actual or apparent conflicts of interest. Although most potential conflicts are and will be deemed to be inconsequential, everyone has the responsibility to ensure that the board is made aware of situations that could create conflicts of interest or the appearance of conflicts of interest, whether they be personal, familial, or business relationships. As a result, the board requires each director and institutional officer to annually review this policy; disclose any possible personal, familial, or business relationships that could create a conflict or the appearance of a conflict involving the University; and acknowledge by his or her signature that he or she is in accordance with the letter and spirit of this policy.

Disclosure

All directors and officers are required to list on the Conflict of Interest Disclosure form any business relationships which meet the following criteria:

- The business relationship is with an outside organization; and
- The business relationship is maintained by the director, officer, or a member of their family; and
- The organization does business with the University or the business relationship could be construed to affect the director or officer's judgment in making decisions for the University.

In the event a director or officer is uncertain whether a particular business relationship should be listed, the chair of the board of trustees and/or the president should be consulted. The chair of the board of trustees and/or the president may then elect to consult with legal counsel, the executive committee, or the board of trustees in executive session. The board will resolve any question as to whether a conflict exists in executive session, in the director/officer's absence, and by majority vote. All information regarding disclosure, including information provided on the disclosure form, will be held in confidence unless the best interests of the institution would be served by disclosure. However, disclosure will only take place after consultation with the director or officer.

The following definitions are provided to help directors and officers decide whether a relationship should be disclosed:

Business relationship

A relationship in which a director or officer or their family member receives a *substantial benefit* from an organization, or where the director or officer or their family member serves as an officer, director, employee, member, partner, trustee, or controlling stockholder of an organization that does *significant business* with the University.

Substantial benefit

When a director or officer or member of their family (1) is the owner or receives the benefit of more than five percent of the voting stock or controlling interest of an organization or (2) a director, officer, or family member directly, indirectly, or potentially receives benefits from an organization through cash or property receipts in excess of \$10,000 in a twelve-month period.

Family member

Includes a spouse, parents, siblings, and children. Also includes other relatives if the relative resides in the same household as the director or officer.

Significant business

The University has determined that it does “significant business” with a party when the relationship results in payments for goods or services of more than \$10,000 a year.

Restraint on Participation

Directors or officers who have declared or been found to have a conflict of interest will be required to refrain from participating in the consideration of proposed transactions, unless the board or administration requests information or interpretation from the director or officer for special reasons. Persons with conflicts will not be present for the discussion of the proposed transaction, will abstain from voting on the matter, and will not be present at the time of the vote.

CC. Conflict of Interest Policy: Faculty and Staff

Scope

The responsibilities contained in the foregoing section of this Conflict of Interest Policy applicable to Directors and Officers shall also apply to any faculty or staff member administering or directly benefiting from a contract with federal, state or local governments, including agreements for government funded research grants. All other faculty and staff shall abide by the following policy.

Professional Responsibilities

Faculty and staff should at all times exercise discretion and good judgment in determining whether a relationship is a conflict of interest that should be disclosed to the university. Full-time faculty and staff owe their primary professional allegiance to the university. A conflict of interest occurs when a faculty or staff member's private interests conflict with his or her professional obligations to the university to the extent that an independent observer might question whether the faculty or staff member's professional actions or decisions are motivated by personal gain or are a detriment to the university's finances, image and/or reputation. Conflicts of interest could even concern allocation of time and energies, such as consulting, public service or pro bono work which conflicts with the faculty or staff member's commitment to the university.

These conflicts of interest can arise under many situations, some of which are completely out of the control of the employee involved. Although most conflicts will be deemed to be inconsequential, faculty and staff are required to make the university aware of situations that involve personal, familial, business, or volunteer relationships that could create conflicts of interest or the appearance of conflicts of interest.

Conflict Resolution Committee A Conflict Resolution Committee is established to resolve conflicts of interest in a timely, equitable, and efficient manner. The committee is composed of the Provost, Chief Human Resources Officer, and University Counsel. The current members of the committee are: David F. Gregory,

Provost; Meg Arnold, Interim Chief Human Resources Officer; Jason Rogers, Executive Vice President for External Engagement/University Counsel.

Disclosure Faculty and staff with a potential conflict of interest are required to list on the [Conflict of Interest Disclosure Form](#) those relationships that they (or members of their family) maintain with organizations that do business with the university or that otherwise could be seen as an influence on their professional actions, decisions, or performance. In the event a faculty or staff member is uncertain whether a particular relationship should be listed, the Conflict Resolution Committee may be consulted. All information disclosed will be held in confidence except when the Conflict Resolution Committee determines the best interests of the university would be served by disclosure.

Resolution of Conflicts Should a conflict of interest be found, the Conflict Resolution Committee will devise a solution to protect both the interests of the university and the interests of the faculty or staff member. If the faculty or staff member is associated with a government contract, government procedures and requirements will be observed.

DD. Policy on Lactation Rooms

The University provides private lactation rooms in Janet Ayers Academic Center Room 2068 and Johnson Center, Room 379 for mothers to use to express milk. Each Lactation Room is furnished with a chair, clock, a table and a refrigerator reserved for the storage of breast milk. The rooms have keypad access. The keypad code can be obtained by contacting the Office of Human Resources. A schedule of usage is available in Outlook, instructions will be emailed to participants along with the access code. Campus visitors who wish to use this room to express breast milk should contact the Office of Human Resources.

For further information, contact the Office of Human Resources.

EE. Publicity, News Media and Social Media

Contact with external agencies and media outlets on behalf of, or as a representative of, Belmont University should be directed first to University Marketing and Communications. This practice will help ensure media receive the best point of contact, appropriate timing and relevance/accuracy of information. Employees should not share university information with the media or with the general public unless authorized to do so. Any incoming media requests should be referred to communication@belmont.edu or (615) 460-6650.

In addition, any employee wishing to launch a new (or take over) an official Belmont-related social media account must agree to follow all University social media guidelines and provide a detailed content plan for approval as well as an alternate administration access to University Marketing and Communications (socialmedia@belmont.edu). Additional information on the social media policy is available on the MyBelmont Policy portal.

FF. External Data Release Policy

The Belmont University Office of Assessment and Institutional Research (OAIR) manages data collection and distribution for internal Belmont stakeholders as well as external sources such as state and federal reporting, and public information requests. Requests for University data should be submitted to OAIR and will be considered according to FERPA and other guidelines along with approval from the Provost and appropriate offices. The University does not grant data requests for the purposes of individual research to persons not affiliated with Belmont.

VI. Safety and Wellness

A. Policy on Safety and Health

It is the policy of Belmont University to create and maintain an environment conducive to the health and safety of all students, faculty, staff and visitors while on University premises or participating in University-sponsored activities. Commitment at every level of faculty, staff and administration is necessary for the realization of such an environment. Health and wellness as well as risk management and loss control are the responsibilities of each employee of Belmont University. To be successful, the University will plan for and consider these areas with the same emphasis as any other aspect of the University's operation.

The University will provide general health and safety standards to the campus. Specific operational procedures will be established and implemented by each office or department as required. Each unit will develop an identifiable plan for a safety and health program that will be used in the prevention of personal injury and property damage.

Belmont University will adhere to all laws of the State of Tennessee and to local and federal codes, ordinances and regulations. For more information about Belmont's health and wellness offerings, please contact the Office of Human Resources or visit the HR Website at <http://my.belmont.edu>.

B. Employee Drug and Alcohol Policy and Drug-Free Workplace Policy

Standard of Conduct

Federal law requires that Belmont University establish and enforce policies related to the alcoholic beverages and controlled substances on its campus.

The possession, sale, use and/or distribution of any alcoholic beverage on campus or at any University-sponsored activity (including off-campus events funded by Belmont University or while on University business) are governed by the following rules:

- Alcoholic beverages (limited to wine and beer) are permitted on university property only during an event hosted by an authorized external third party that rents a campus facility for the event and pays for the beverages. See Belmont External Event Alcohol Service Policy.
 - No Belmont student, staff or faculty whose job duties include staffing the event may consume alcohol beverages at the event on university property.
- University funds may be used for the purchase and consumption of wine and beer to be served off campus at university sponsored events in the following settings as long as the purchase is authorized in advance by the president, provost, or appropriate vice president responsible for the area conducting university business:
 - At off campus food service or entertainment establishments when served by properly licensed personnel; and
 - In private residences while entertaining guests on behalf of the university.
 - Alcohol that is served at events which include 10 or more guests in a private home must be served by properly licensed personnel.
- Current undergraduate students may be present at off campus university sponsored events at which wine and beer are served only if beverages are purchased using personal funds from a cash bar staffed by properly licensed personnel.
- Expenditure of university funds for purchase of alcoholic beverages must follow the University's Purchasing Policy and Travel and Business Related Expense Policy contained in this Employee Handbook.
- Belmont employees attending events permitted by this policy must refrain from unsafe and irresponsible behavior regarding the use of alcohol including but not limited to:
 - Possession, consumption, and distribution of alcohol contrary to applicable law;
 - Behavior that is disruptive or endangers themselves or others - being under the influence of alcohol shall not be a mitigating factor for an individual's behavior;
 - Consumption of an excessive quantity in a short amount of time;
 - Participation in or facilitation of drinking games;
 - Use or attempted use of fraudulent identification or another's identification to obtain alcohol; and
 - Distribution of alcohol to underage drinkers.

In addition, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the campus of Belmont University.

A violation of these standards of conduct by an employee will result in one or more of the following disciplinary sanctions: formal reprimand, required participation in a rehabilitation program, suspension, or termination. Further, an employee who is convicted of a violation of any criminal drug statute must notify his immediate supervisor no later than five days after such conviction. Failure to report shall be grounds for immediate termination. If reported and depending upon the facts as they appear to the appropriate University officials, the convicted employee will be subject to personnel action up to and including termination, or be required, at the University's discretion, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state or local health, law enforcement or other appropriate agency.

Employees and other individuals performing work for the University also are prohibited from reporting to work or working while they are using or under the influence of any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns. An exception is when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

The University maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any University employee, including themselves. Disciplinary Sanctions Any employee found to be in violation of this drug and alcohol policy may be subject to one or more of the following disciplinary sanctions. Belmont University reserves the right to exercise total discretion in the imposition of disciplinary sanctions.

Disciplinary Sanctions

Any employee found to be in violation of this drug and alcohol policy may be subject to one or more of the following disciplinary sanctions. Belmont University reserves the right to exercise total discretion in the imposition of disciplinary sanctions

- The unauthorized use or possession of alcoholic beverages on campus or at any University-sponsored activity may result in formal reprimand, required participation in a drug or alcohol treatment or rehabilitation program and/or suspension without pay for an appropriate period of time.
- The use or possession of illicit drugs on campus or at any University-sponsored activity may result in formal reprimand, participation in a treatment program and suspension without pay or immediate termination.
- The unauthorized distribution of alcoholic beverages on campus or at any University-sponsored activity may result in formal reprimand, participation in a treatment program, suspension without pay or immediate termination.

The distribution of illicit drugs on campus or at any University-sponsored activity may result in participation in a treatment program, immediate termination and/or referral of the matter for criminal prosecution.

Treatment, Rehabilitation and Re-Entry Programs Available to Employees

Belmont University provides no treatment, rehabilitation or re-entry programs for employees with substance-abuse problems. The University does provide employees and their family members with the Employee Assistance Program (EAP) services. The EAP, which provides services for clinical, emotional, and work-life issues, is voluntary and confidential. Privacy is guaranteed under the law when an employee self-refers. Employees can access EAP services 24 hours a day, 365 days a year. For more information on the EAP visit

the HR Website at <http://my.belmont.edu>.

See Appendix 3 for an outline of penalties for drug related offenses.

C. Dependents in the Workplace

The University has developed policies and benefits that are supportive of healthy families. Belmont recognizes that when it comes to caring for dependents, employees face unique challenges in meeting the responsibilities of family life and a career. However, frequent or ongoing child or dependent care in the workplace creates an atmosphere that may not be conducive to the achievement of university or departmental goals and objectives. It is not appropriate for children or dependents of any age to be in the workplace on a regular basis (such as after school each school day or on regularly scheduled school holidays or during summer vacations).

The following two sections – Children on Campus and Dependent Care During Flexible Work Arrangements – outline Belmont's guidelines concerning dependents in the workplace.

Children on Campus

Campus is not an appropriate place for minor children on a frequent or continuing basis, for the following reasons:

- Children are best situated in environments that are specifically designed and staffed to meet their needs, and Belmont's campus is primarily designed as an adult-oriented environment;
- Children in the workplace create a potential liability for their parents and the University; and,
- Children disrupt the workplace both for the employee with the child and for others in the work area

Regular, repeated visits by children on campus are not permitted. Children may be brought to campus by parent employees for brief visits or other times when common sense would dictate that it is more efficient for the employee to bring the child into an office:

- Following or before a dental or well-visit to a physician's appointment, for example, provided the parent secures the immediate supervisor's prior approval.
- In the event of an emergency, and if there are no other alternatives, parent employees may have children present in the workplace for brief periods of time, provided the parent secures the immediate supervisor's prior approval.

Such arrangements are only to be temporary in nature and may be granted only in circumstances where safety issues (such as stairs and stairwells, open windows, office machines, etc.) have been satisfactorily addressed. When children are on campus, they must be supervised at all times by their parent or by a responsible adult secured for this specific purpose by the parent. Supervision means being in the physical presence of the child(ren) at all times. Parent employees may not leave their children in the custody of another University employee, even for brief periods of time.

Dependent Care During Flexible Work Arrangements

Employees approved for flexible work arrangements perform the same work that they would in their campus workplace, in accordance with the same performance expectations and other agreed-upon terms. Flexible work arrangements shall not be used as a substitute for dependent and/or childcare. Employees participating in flexible work arrangements may not provide frequent or ongoing personal care for children/dependents during scheduled work hours.

D. Protecting Minors on Campus Policy

The Protecting Minors on Campus Policy is intended to prevent the abuse and exploitation of Minors on Belmont's campus. The policy applies to activities and programs operated by Belmont University where Minors are present on Belmont's campus, at Rose Park, and at other Belmont locations. The policy includes the implementation (required program registration, background checks, training, practices, conduct) and reporting of allegations of inappropriate conduct. The full policy is posted on the Risk Management Website at <http://www.belmont.edu/risk-management/protecting-minors.html>.

E. Workplace Violence Policy

Belmont University is committed to providing a workplace that is as free as possible from intimidation, threats of violence and acts of violence.

Definitions:

Intimidation – an intentional act toward another person, causing the other person to reasonably fear for his/her safety or the safety of others.

Threat of Violence – an intentional act that threatens bodily harm to another person or damage to the property of another.

Act of Violence – An intentional act that causes bodily harm, however slight, to another person or damage to the property of another.

The University prohibits acts of intimidation as well as actual or threatened violence against co-workers, visitors, or any other persons who are either on campus or have contact with University employees in the course of their duties. The following types of behaviors are examples of violation of University policy:

- Unwelcome name calling, obscene language, and other abusive behavior
- Intimidation through direct or veiled verbal threats including those issued via voice mail messages, email or social media.
- Throwing objects in the workplace regardless of the size or type of object being thrown, or whether a person is the target of the thrown object
- Physically touching another person in an intimidating, malicious, or harassing manner, including such acts as hitting, slapping, poking, kicking, pinching, grabbing, and pushing
- Physically intimidating others including such acts as obscene gestures, shouting, fist shaking, and stalking

Security and safety in the workplace require the cooperation of every employee. Any employee who is the subject of, or a witness to, a suspected violation of this policy whether in the workplace or outside the workplace is strongly encouraged to report the violation to the next-in-line supervisor who is not a party to the violation or to the Office of Human Resources. Any emergency, perceived emergency, or suspected criminal conduct shall be immediately reported to the Office of Campus Security. If the violation happens off campus, the employee is encouraged to call local police.

Violence in the workplace includes relationship violence that intrudes into the workplace endangering a person in the relationship or others in the workplace. If you have obtained an Order for Victim Protection that includes areas on or in proximity to campus or Belmont-related activities immediately provide a copy of the order to Campus Security.

Any employee found to be in violation of this policy shall be subject to disciplinary action up to and including dismissal, pursuant to applicable policies, arrest and/or criminal prosecution.

F. Hazard Communication Policy

Belmont University recognizes that every workplace contains some substances which could pose potential health problems to individuals if exposed to them in a manner not prescribed and that Belmont employees have the right to know the potential safety and health risks posed by such substances. Belmont University's Hazard Communication policy will be administered by the Office of Risk Management and Compliance.

For complete policy see [appendix 2](#) or contact the Office of Risk Management and Compliance at 615-460-5429.

G. Tobacco Free Policy

Belmont University is dedicated to the health and wellbeing of all of its students, faculty and staff. In an endeavor to provide the healthiest possible environment, Belmont is a tobacco free campus.

The use of tobacco is prohibited within the main University campus. This includes all buildings (including residence halls), parking structures, campus walkways, University owned vehicles, and privately owned vehicles parked on University property. This policy applies to all students, faculty, staff, contractors, vendors, and other visitors to all University property. Prohibited tobacco products include, but are not limited to, cigarettes, cigars, cigarillos, pipes, hookahs, all smokeless tobacco and e-cigarettes.

Enforcement

All faculty, staff, and students have collective responsibility to promote the safety and health of the campus community and, therefore, share in the responsibility of enforcement. The Offices of Campus Security and Residence Life are authorized to issue citations for violations of the policy. The Office of Residence Life will enforce the policy within the residential community of buildings and proximate exteriors. Students found in violation of the policy will be submitted to the University judicial process.

The Office of Campus Security will also enforce observed and reported violations throughout the campus community and will support the actions of the Office of Residence Life.

Faculty, staff, contractors, vendors, and other visitors in violation of the policy will be reminded in a professional and courteous manner of the University policy. Failure to comply with the request should be reported to the Office of Campus Security. Repeated offenses will be reported to their respective supervisors and to the Office of Human Resources for further disciplinary action.

Employee Sanctions for Violating the Tobacco Free Policy

First Violation:

Inside a Building—Health & Safety Fine of \$150

(The sanction for smoking inside buildings is heightened since that is a leading factor for building fires, especially in residence halls.)

Outside—Health & Safety Fine of \$75

Second Violation:

Upon a second violation, employee sanctions may include, but are not limited to, Health Assessment with University Health Services, meeting with supervisor, suspension for up to two days without pay and a Health & Safety Fine of \$200.

Third Violation:

Suspension without pay for up to four days or termination.

Resources

Health Services offers individual consultations to create a four-month personalized smoking cessation program. The Health Services Pharmacy will also offer a discount on smoking cessation products.

H. Belmont Driver Safety Policy

To see the complete Belmont University Driver Safety Policy, go to the Office of Risk Management and Compliance website at <https://www.belmont.edu/risk-management/driver-van-safety-policy.html>

Belmont employees must request a Motor Vehicle Record (MVR) when driving a personal vehicle for any university-related business more than once a week, and/or when driving a vehicle leased, rented, loaned to, or owned by Belmont University.

Belmont students (age 20 or older) must request a MVR when driving a vehicle leased, rented, loaned to, or owned by Belmont University, driving a personal vehicle more than once a week at the request of a Belmont employee as part of a university organized or university sponsored trip, and/or driving a personal vehicle more than once a week for a Belmont Affiliated or Chartered Student Organization

Required Training:

1. Anyone who will be driving a 12-passenger van, box truck, cargo van, or similar cargo vehicle must complete an online driver safety training, which will be provided by the university and is valid for three years once completed.
2. Anyone who's MVR has a Borderline status must complete and provide proof of completion for a Driver Safety Course such as the one located at: <https://www.tennesseeonlinetrafficschool.com>.
3. Anyone whose MVR has a Not-Approved status will not be allowed to drive for the university.

I. Campus Emergency Plan

During an emergency situation, immediate and appropriate action is required of every member of the Belmont community. To ensure that an effective response occurs, each employee should be familiar with the emergency guidelines contained in the Campus Emergency Plan.

Being familiar with these guidelines before an emergency occurs will enhance the safety of all employees, students and visitors during a crisis by ensuring appropriate and rapid response and allowing emergency personnel to respond directly to the crisis. The Campus Emergency Plan is accessible through MyBelmont in the folder titled "Security and Safety." For those with no computer access, a hard copy can be obtained by calling the Office of Risk Management and Compliance at 615-460-5429.

The Office of Communications implements a variety of methods to communicate emergency information to campus, including but not limited to text alerts, campus-wide emails and voicemails, MyBelmont campus announcements, the (615) 460-5000 News Line and updates to the Belmont.edu website. The communication resources that are used vary depending on the nature and circumstances of the emergency.

J. Belmont University Emergency/Weather Communications

Belmont University possesses access to a variety of tools to communicate emergency information and changes to campus operations. We will implement different options depending on the circumstances. These include Belmont Alerts, which offers email and text alerts in the event of a crisis. Through Belmont Alerts, all students, faculty and staff receive emails to their Belmont-associated address in the event of a campus emergency or operational change. However, text messages provide a more rapid means of informing our community of critical information, and all campus members are strongly encouraged to add their cell numbers to this system to receive emergency text messages:

Directions for Belmont Text Alerts:

- Sign in to your [MyBelmont](#) account
- Select the "Security and Safety" link at the top of the page
- Click on the Belmont Alerts link
- Use the Edit button to add or edit your information

Employees are also encouraged to follow the University's primary Facebook, Instagram, and X (formerly Twitter) social media accounts as these may also provide rapid communication options. In addition, the University websites (www.belmont.edu and <https://my.belmont.edu/>), the BU Safe app and local media may also be used to communicate with the campus and community in the event of an emergency. Please remember that the University Communications team and Campus Security are the authorized outlets to communicate with the University and media in an emergency—departments can repeat the information these offices provide on departmental emails, social media outlets, etc. but are encouraged to follow their lead in such situations.

In inclement weather, Belmont may move classes online as a safety measure. Classes are rarely cancelled, and any move to online learning will be communicated in advance when possible. All faculty and staff should be prepared to make the transition to online courses and work in the event of inclement weather. Some staff who are deemed critical to on campus operations must still report to work on campus to assist with response to weather situations. Questions concerning whether a position is defined as "critical" should be directed to the employee's supervisor.

K. Fire Prevention Policy

The Belmont campus is graced by many beautiful historic buildings as well as densely populated newer buildings. A fire in any of these structures can result in significant harm to people and to property. The fire prevention policy is intended to protect persons from harm and Belmont University property from damage. Even a small fire can have devastating effect on individual lives and/or the continued functioning of one or more Belmont offices/departments. It is the responsibility of every employee to comply with these regulations in order to prevent fires on campus. Failure to comply with this policy will result in disciplinary action at the discretion of the violator's immediate supervisor.

In order to prevent fires in work and/or break areas, the following regulations must be followed at all times.

- The burning of candles is prohibited.
- The use of additional space heaters on campus is prohibited.
- Facilities Management Services employees are the only persons authorized to reset breakers. Do not overload circuits. If office equipment is overloading the electrical system (signified by tripping the breaker), the employee should call Facilities Management Services for help in solving the problem.
- No items may be stored in mechanical rooms.
- Facilities Management Services must approve all office/building modifications prior to their initiation. This includes electrical changes and lighting installation.
- Items may not be stored or placed so that they obstruct doorways, hallways, stairwells, exits or pathways.
- Malfunctioning or damaged electrical equipment must not be used.
- Flammable materials may not be placed on or around electrical equipment.
- Extension cords may not be placed where they will be stepped on or pinched in any way.
- Fire suppression sprinkler heads will be maintained with a three-foot area free from obstruction in all directions at all times.

L. Workers' Compensation – Reporting an Accident

The Workers' Compensation Laws of Tennessee protect all employees in the event of an occupational injury or disease. When an occupational injury or disease occurs, the incident must be reported within 15 days under Tennessee law.

Please refer to the following procedure:

- Injuries Requiring Emergency Medical Treatment
 - In the event of medical emergency (i.e., heart attack, loss of consciousness, obvious fracture, profuse bleeding), take the following steps:
 - The individual discovering or assisting the injured employee should call the Campus Security Emergency Line (615-460-6911) and request assistance.
 - The individual discovering the injured employee should stay with them until emergency assistance arrives.
 - Campus Security will call the Human Resources Department (615-460-6456) and Human Resources will contact the injured employee's supervisor.
 - The supervisor should complete the First Report of Injury Form and submit to Human Resources within 24 hours. (First Report of Injury Form)
 - The injured employee should complete Form C-42 (Panel of Physicians) as soon as they are able.(C-42 form)
- Injuries Not Requiring Emergency Medical Treatment
 - The injured employee will notify their supervisor immediately.
 - The injured employee will complete the First Report of Injury Form. The injured employee will complete Form C-42 (Panel of Physicians) if requesting medical treatment. The forms must be turned in to Human Resources within 24 hours. The employee's supervisor will complete the First Report of Injury Form if the injured employee is unable to. The electronic form is automatically submitted to Human Resources and Risk Management.

- HR will send the Form C-42 (Panel of Physicians) to the injured employee.
- For an injury that does not require medical treatment - The injured employee must notify their supervisor immediately. The injured employee will complete the First Report of Injury Form. The injured worker can decide later to seek medical treatment at one of the locations on the Panel of Physicians.

M. Campus Security Disclosure

Belmont University Campus Security publishes an Annual Security Report (ASR) each year. The ASR provides information on crime statistics and security-related services offered by the university in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the Tennessee College and University Security Information Act. The ASR is published annually by Oct 1st each year and a notice of availability is distributed via email to all faculty, staff, and students. The ASR is posted on the Campus Security web site and is available to prospective students and employees at <http://www.belmont.edu/ocs/annual-security-fire-safety.html>. A print copy is also available from Campus Security on request

N. Weapons on Campus

Weapons-Free Campus Policy Belmont University is a weapon-free campus. Carrying and possessing weapons of any kind is prohibited on University property. A weapon includes any device defined by statute or the University which in the manner used or intended is capable of producing death, harm or bodily injury to person or property. Such devices include but are not limited to guns (including starter pistols, paintball guns, those that shoot projectiles including pellets, BBs, airsoft beads, potatoes, etc.), explosives, ammunition, knives with blades longer than three inches, slingshots, martial arts weapons, and bow and arrow combinations (including crossbows). Although Tennessee allows handgun carry in many public areas, Belmont University policy prohibits anyone other than certified law enforcement and security officials from carrying / possessing weapons on University property and at university events.

- In the interest of public safety, the weapon-free campus policy includes items resembling weapons including but not limited to replica, non-firing, rubber, plastic and/or toy guns. Stage props are excluded from this prohibition only as stipulated in the theatrical addendum.
- Although Tennessee allows handgun carry in many public areas, Belmont University policy prohibits anyone other than certified law enforcement and security officials from carrying / possessing weapons on University property and at university events.
- Weapons may not be kept or stored in any residential, academic, administrative, or other building. Weapons may not be transported or stored in any vehicle on campus other than as prescribed under TCA 39-17-1313 and related statutes.
- Pepper and propellant sprays used for personal protection and self-defense are permitted on campus. Misuse or unauthorized use of these items will be assertively addressed via University conduct processes and/or state and federal statutes. However, electronic devices intended to stun or incapacitate (e.g. Tasers) are considered weapons and are not permitted on campus.
- Exceptions to this policy include uniformed police officers, authorized Belmont security personnel, those authorized by state law, and theatrical props within the provisions identified in *Weapon-Free Campus Policy (Theatrical Addendum)* of the Bruin Guide.

Weapon-Free Campus Policy (Theatrical Addendum)

Stage weapons may be used in preparation and performance of theatrical productions under the restrictions and stipulations that follow:

- A stage weapon refers to any device or approximation of a device described as a weapon in the University's weapons-free campus policy. This includes but is not limited to guns, knives, swords, spears, bow and arrows, crossbows, whether capable of inflicting bodily injury or not.

- These stage weapons may be used on campus only in the context of practice for a University-sponsored theatrical event under the authorization of University personnel.
- Stage weapons are permitted only in defined theatrical performance and practice venues. They must be stored and maintained by authorized University personnel and “checked-out” for use under their approval.
- Campus Security must be notified of each instance a stage weapon is to be used and each performance and rehearsal at least one week prior.
- Blades must be blunted, dulled sufficiently so as to pose no actual threat to participants
- Real operable (even if unloaded) firearms are not permitted. Firearms should be rubber or non-functional replicas, and must be incapable mechanically incapable of firing a projectile.
- Starter Pistols or other approved theatrical weapons designed to fire a blank and only a blank are also acceptable.
- Any strange or unusual stage weapon used in a classroom, rehearsal or production event must receive prior approval from security.
- Audience members must be notified prior to the beginning of the performance when stage firearms are to be in use.

VII. APPENDIX 1, FMLA Poster

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer.
- You have worked for your employer at least 12 months.
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year.
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave.
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason.
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



WH1420 REV 04/23

VIII. APPENDIX 2, HAZARD COMMUNICATIONS POLICY

Purpose, Scope, and Administration

Belmont University recognizes that every workplace contains some substances which could pose potential health problems to individuals if exposed to them in a manner not prescribed and that the Belmont population has the right to know the potential safety and health risks posed by such substances. This policy is to ensure the distribution and availability of related information regarding substances on campus.

Belmont University's Hazard Communication Policy will be administered by the Office of Risk Management and Compliance and enforced by the supervisors, managers, directors, deans, and executive leadership members as needed.

The following procedures do not apply to any substances which are classified as foods, drugs, cosmetics, or tobacco products intended for personal consumption by the campus population or for distribution to the general public.

Chemical Inventory and Safety Data Sheets

- Safety Data Sheets (SDSs) contain information on a hazardous substance. They include information such as product name, chemical abstract service numbers, ingredients, physical data, fire and explosion hazard information, environmental and disposal information, health hazard data, first-aid instructions, and handling precautions.
- Chemical Inventory Lists will be completed/updated annually for each building on campus by department, and turned in to the Office of Risk Management and Compliance by November 1 of each year, using the form in Appendix A (available online at https://www.belmont.edu/risk-management/env_health_safety/haz_comm_policy.html).
- For the initial submission of a Chemical Inventory List, SDSs must also be submitted by the submitting department for each hazardous substance, unless alternative arrangements have been made with the Office of Risk Management and Compliance.
- Whenever a new hazardous substance is received, the substance must be added to the Chemical Inventory List within 30 days and submitted to the Office of Risk Management and Compliance, along with the Safety Data Sheet for the new substance.
- A copy of the SDSs must be kept in each building/area, be easily recognizable, and be readily accessible to members of the Belmont population who may come into contact with the substances.
- If problems arise obtaining an SDS sheet for a substance, contact the Office of Risk Management and Compliance at riskmanagement@belmont.edu or (615) 460-5429 for assistance.

Labeling

- All existing labels on containers of hazardous substances must be intact, legible, and written in English. If the label does not meet these criteria, a replacement label must be affixed to the container. The replacement label must include:
 1. Common/trade name of the substance.
 2. Appropriate hazard warning: health, flammability, reactivity, and required personal protective equipment (PPE).
 3. Chemical Abstract Service Number (CAS).
- Portable containers filled with a hazardous chemical must also be labeled with the above information.

Training

All areas in which hazardous substances are used must:

- conduct training on appropriate work and classroom practices, safety measures required, and emergency procedures regarding hazardous materials;
- supply the appropriate PPE equipment and train on its use;

- inform all affected employees and students of the location of the SDS collection; and
- submit employee training records to the Office of Risk Management and Compliance which will maintain Hazardous Communication training records on all employees for length of employment and for 5 years after the employee leaves employment.

Exposure Procedures

- When a person on campus is exposed or potentially exposed to a hazardous substance, he or she must be immediately notified and provided a medical evaluation, monitoring, or treatment.
- After safety and health precautions have been completed, the employee supervising the area/person affected must complete a report of the exposure and submit it to the Office of Risk Management and Compliance.
- The following information should be included in the report: the specific chemical(s), the duration of the exposure, the type of exposure (inhalation, ingestion, skin contact), and personal protective equipment used.
- If the affected person is an employee, a First Report of Injury form must be completed and submitted to Human Resources as soon as possible, but no later than one business day after the event.

IX. APPENDIX 3, PENALTIES RELATED TO DRUG OFFENSES

The Metropolitan Government of Nashville/Davidson County prohibits the following acts and prescribes the corresponding penalties:

- It is unlawful to possess or knowingly have a hypodermic needle, syringe or other item used with any illicit drug or controlled substance that has traces of a controlled substance upon it.
- It is illegal to sell, deliver or give certain types of glue or plastic cement to anyone under 21 years of age. Being under the influence of one of these substances in public is also prohibited.
- It is unlawful for any person under the age of 19; a) To be present in an automobile on any public street when alcohol beverages are being consumed in the automobile; and b) To be present in any public park and be a companion of or otherwise associated with any person who is consuming alcoholic beverages who is not his or her parent or guardian or who has not secured written consent from the parent or guardian for the child to be present.
- It shall be a violation for any person, while on a public street or in a place generally open to the public (and not licensed for the on-premises consumption of alcoholic beverages) to have in their possession any alcoholic beverage for the purpose of consumption in a container unless the container is commercially sealed.
- Each of these offenses is punishable by a \$50 fine. Failure to pay the fine can result in a three-month jail term.

The State of Tennessee prohibits the following acts and prescribes the corresponding penalties:

- Persuading, enticing or sending a person under 21 years of age to purchase alcoholic beverages or buying an alcoholic beverage for one under the age of 21 is a Class A misdemeanor and is punishable by up to 100 hours community service and license revoked or 200 hours community service.
- It is illegal to be intoxicated in public to the degree that the person may be endangered, is an endangerment to other persons or property, or unreasonably annoys people in the vicinity. A violation of this statute is a Class C misdemeanor which can result in an imprisonment not greater than thirty (30) days or a fine not to exceed (\$50), or both, unless otherwise provided by statute.
- Consuming or possessing alcohol on the premises of an elementary, junior high or high school is punishable by up to 30 days in jail and/or a \$50 fine.
- Driving under the influence of an alcoholic beverage or drug is punishable by a jail term of up to 11 months 29 days, a \$1,500 fine and loss of driving privileges for one year for the first offense to a \$10,000 fine and the loss of driving privileges for up to 8 years for the fourth offense. In addition, a court may order inpatient treatment at a drug and alcohol rehabilitation center.
- Killing another person while driving a vehicle under the influence of alcohol or drugs is a Class B Felony and can result in a three- to 30-year sentence, a fine of up to \$25,000 and the loss of one's license to drive for up to 10 years.
- Being intoxicated and, as a result of intoxication, recklessly causing serious bodily injury to another while operating a motor vehicle is a Class D felony and is punishable by two to twelve years in prison and/or a fine of up to \$5,000.
- Consuming or possessing in an open container any alcoholic beverage or beer while operating a motor vehicle is a Class C misdemeanor, punishable by fine only.
- It is illegal to possess with the intent to manufacture, deliver or sell an illicit drug or controlled substance with the intent to sell or deliver it to another. A violation of this statute is a Class A felony, and depending on the type of substance and its quantity, such an act is punishable by 60 years and a \$500,000 fine.
- The simple possession or casual exchange of an illicit drug or controlled substance is a Class A misdemeanor and is subject to a jail term of up to 11 months and 29 days and a \$2,500 fine. If two or more prior convictions are present, the possible sentence increases to six years in prison and a \$3,000 fine. In addition, a court may order enrollment in a drug offender school and/or community service at a drug treatment facility.
- The casual exchange of even small amounts of an illicit drug or controlled substance with a minor when the accused is at least two years older than the minor and the minor's status is known, can result in a penalty of 60 years and a \$500,000 fine.

- Inhaling, selling, giving or possessing glue, paint, gas aerosol or gas for an unlawful purpose is a Class A misdemeanor and is punishable by a jail term of 11 months 29 days to six years and a fine of up to \$2,500.
- It is illegal to sell or buy, deliver, or distribute any item that is represented to be an illicit drug or controlled substance. Such an act is a Class E felony and is punishable by up to six years in prison and a \$3,000 fine.
- It is illegal to sell, deliver or possess the seed of jimsonweed on the premises of any elementary, junior high or high school. The penalty for such an act is 11 months and 29 days in jail and/or a fine of up to \$2,500.
- It is unlawful to possess with the intent to manufacture or deliver an anabolic steroid. This act is a class D schedule III substance and is punishable by two to twelve years in prison and a fine of up to \$50,000.

Health Risks Associated with Drug or Alcohol Use

Narcotics such as opium, morphine, and heroin can cause euphoria, drowsiness, respiratory failure, depression, constricted pupils and nausea. The symptoms of an overdose of narcotics are slow and shallow breathing, clammy skin, convulsion, coma and possible death. Persons experiencing withdrawal from addition to narcotics can experience watery eyes, runny nose, yawning, loss of appetite, irritability, tremors, panic, cramps, nausea, chills and sweating.

Recognizing an opioid overdose can be difficult. Signs of an overdose may include: small, constricted “pinpoint pupils”; falling asleep or loss of consciousness; slow, shallow breathing; choking or gurgling sounds; limp body; and/or pale, blue, or cold skin. Additional information can be found at <https://www.cdc.gov/overdose-prevention/prevention/index.html>.

Depressants such as barbiturates and Quaaludes can cause slurred speech, disorientation and drunken behavior. An overdose of a depressant results in a shallow respiration, clammy skin, dilated pupils, weak and rapid pulse, coma and possible death. Withdrawal symptoms include anxiety, insomnia, tremors, delirium, convulsions and possible death.

Stimulants such as cocaine and crack can cause increased alertness or euphoria, an increased pulse rate and blood pressure, insomnia, and loss of appetite. An overdose of stimulants results in agitation, an increase in body temperature, hallucinations, convulsions and possible death.

Withdrawal symptoms include apathy, long period of sleep, irritability, depression and disorientation.

Hallucinogens such as LSD and amphetamines cause illusions and hallucinations, and poor perception of time and distance. The effects of an overdose include psychosis and possible death.

Marijuana and hashish can cause euphoria, increased appetite, relaxed inhibitions and disoriented behavior. The effects of an overdose include fatigue, paranoia, and possible psychosis. Withdrawal symptoms include insomnia, hyperactivity and decreased appetite.

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increase the incidence of a variety of aggressive acts, including spouse and child abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person’s ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations and convulsions. Alcohol withdrawal can be life threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

Federal Trafficking Penalties for Schedules I, II, III, IV, and V (except Marijuana)

DRUG/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500–4999 grams mixture	First Offense: Not less than 5 yrs, and not more than 40 yrs. If death or serious injury, not less than 20 or more than life. Fine of not more than \$5 million if an individual, \$25 million if not an individual.	5 kgs or more mixture	First Offense: Not less than 10 yrs, and not more than life. If death or serious injury, not less than 20 or more than life. Fine of not more than \$10 million if an individual, \$50 million if not an individual.
Cocaine Base (Schedule II)	28–279 grams mixture		280 grams or more mixture	
Fentanyl (Schedule II)	40–399 grams mixture		400 grams or more mixture	
Fentanyl Analogue (Schedule I)	10–99 grams mixture		100 grams or more mixture	
Heroin (Schedule I)	100–999 grams mixture		1 kg or more mixture	
LSD (Schedule I)	1–9 grams mixture	Second Offense: Not less than 10 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$50 million if not an individual.	10 grams or more mixture	Second Offense: Not less than 20 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$20 million if an individual, \$75 million if not an individual.
Methamphetamine (Schedule II)	5–49 grams pure or 50–499 grams mixture		50 grams or more pure or 500 grams or more mixture	
PCP (Schedule II)	10–99 grams pure or 100–999 grams mixture		100 gm or more pure or 1 kg or more mixture	
				2 or More Prior Offenses: Life imprisonment. Fine of not more than \$20 million if an individual, \$75 million if not an individual.
PENALTIES				
Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	First Offense: Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than life. Fine \$1 million if an individual, \$5 million if not an individual. Second Offense: Not more than 30 yrs. If death or serious bodily injury, life imprisonment. Fine \$2 million if an individual, \$10 million if not an individual.		
Flunitrazepam (Schedule IV)	1 gram			
Other Schedule III drugs	Any amount	First Offense: Not more than 10 years. If death or serious injury, not more than 15 yrs. Fine not more than \$500,000 if an individual, \$2.5 million if not an individual. Second Offense: Not more than 20 yrs. If death or serious injury, not more than 30 yrs. Fine not more than \$1 million if an individual, \$5 million if not an individual.		
All other Schedule IV drugs	Any amount			
Flunitrazepam (Schedule IV)	Other than 1 gram or more	First Offense: Not more than 5 yrs. Fine not more than \$250,000 if an individual, \$1 million if not an individual. Second Offense: Not more than 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if other than an individual.		
All Schedule V drugs	Any amount			
		First Offense: Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual. Second Offense: Not more than 4 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.		

For more information, please see “Drugs of Abuse”, 2024 Edition, A DEA Resource Guide at: <https://www.getsmartaboutdrugs.gov/sites/default/files/2025-03/Drugs-Abuse-2024.pdf>

Federal Trafficking Penalties - Marijuana

DRUG	QUANTITY	1st OFFENSE	2nd OFFENSE *
Marijuana (Schedule I)	1,000 kg or more marijuana mixture; or 1,000 or more marijuana plants	Not less than 10 yrs. or more than life. If death or serious bodily injury, not less than 20 yrs., or more than life. Fine not more than \$10 million if an individual, \$50 million if other than an individual.	Not less than 20 yrs. or more than life. If death or serious bodily injury, life imprisonment. Fine not more than \$20 million if an individual, \$75 million if other than an individual.
Marijuana (Schedule I)	100 kg to 999 kg marijuana mixture; or 100 to 999 marijuana plants	Not less than 5 yrs. or more than 40 yrs. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine not more than \$5 million if an individual, \$25 million if other than an individual.	Not less than 10 yrs. or more than life. If death or serious bodily injury, life imprisonment. Fine not more than \$20 million if an individual, \$75 million if other than an individual.
Marijuana (Schedule I)	More than 10 kgs hashish; 50 to 99 kg marijuana mixture More than 1 kg of hashish oil; 50 to 99 marijuana plants	Not more than 20 yrs. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine \$1 million if an individual, \$5 million if other than an individual.	Not more than 30 yrs. If death or serious bodily injury, life imprisonment. Fine \$2 million if an individual, \$10 million if other than an individual.
Marijuana (Schedule I)	Less than 50 kilograms marijuana (but does not include 50 or more marijuana plants regardless of weight) 1 to 49 marijuana plants;	Not more than 5 yrs. Fine not more than \$250,000, \$1 million if other than an individual.	Not more than 10 yrs. Fine \$500,000 if an individual, \$2 million if other than individual.
Hashish (Schedule I)	10 kg or less		
Hashish Oil (Schedule I)	1 kg or less		

**The minimum sentence for a violation after two or more prior convictions for a felony drug offense have become final is a mandatory term of life imprisonment without release and a fine up to \$20 million if an individual and \$75 million if other than an individual.*

For more information, please see “Drugs of Abuse”, 2024 Edition, A DEA Resource Guide at:
<https://www.getsmartaboutdrugs.gov/sites/default/files/2025-03/Drugs-Abuse-2024.pdf>

X. APPENDIX 4, STRATEGIC PATH TO 2030

