

Xavier University of

Resource Book for Staff Employees



Office of Human Resources

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INTRODUCTION

The contents of this Resource Book for Staff Employees (*hereafter referred to as handbook*) are presented as information for staff employees and supersede any previous handbooks. While this Resource Book correctly describes the current policies, procedures and benefits of Xavier University of Louisiana, (hereafter referred to as XULA), at the time it's of printing, the contents are not conditions of employment nor do they create any vested rights for XULA staff employees. XULA reserves the right, in its sole discretion, to modify, revoke, suspend, terminate, or change any or all such policies, procedures, or benefits, in whole or in part, at any time, with or without notice. Nothing contained in this Resource Book shall be construed as a contract for a specific term or duration between XULA and any one or all of its employees.

Any references to employees in this Resource Book are applicable to staff employees only.

If an employee has any questions regarding the contents of this Resource Book, he/she may discuss them with their supervisor or contact the Office of Human Resources.

Xavier University of Louisiana

Mission

Xavier University of Louisiana, founded by Saint Katharine Drexel and the Sisters of the Blessed Sacrament, is Catholic and historically Black. The ultimate purpose of the University is to contribute to the promotion of a more just and humane society by preparing its students to assume roles of leadership and service in a global society. This preparation takes place in a diverse learning and teaching environment that incorporates all relevant educational means, including research and community service.

I. STAFF EMPLOYMENT POLICY

Administration of Policies

The Associate Vice President of Human Resources is responsible for the Administration of XULA Human Resources policies except as may be otherwise delegated.

At Will Employment Policy

Xavier University adheres to the “At Will” employment policy. This policy states that all employees, regardless of status, have no guarantee of employment. Employees work at the discretion of XULA and may be separated from employment with or without cause at any time.

Advertisements for Position Openings

Information regarding position openings is available to current employees through electronic printed job postings. Position openings may be advertised to the general public through print media, job fairs, and the internet. XULA makes every effort to provide information regarding employment opportunities to organizations that assist minorities, women, individuals with disabilities and individuals who are not currently in the workforce.

Equal Employment Opportunity Policy

XULA is an Equal Opportunity Employer. The objective of XULA’s employment practices is to recruit, hire, train, and promote into all job levels the most qualified applicants without regard to race, color, creed, religion, gender, national origin, age, disability, veteran’s status or sexual orientation. All decisions regarding employment are based on an individual’s qualifications as they relate to a specific job vacancy.

All Human Resources actions regarding compensation, benefits, transfers, layoffs, recall, university sponsored training, education, tuition assistance, social and recreation programs are executed without regard to race, religion, color, creed, gender, national origin, age, disability or veteran’s status or sexual orientation.

Job Applicants

1. Employment applications are electronically submitted and are accepted only when there is a job opening. Applications are supplemented by interviews and reference checks. Prior to an offer of employment, applicants must consent to a verification of references and fill out whatever forms are necessary to complete the application process evaluation.
2. As a condition of employment, applicants for designated positions may be required to complete a software proficiency test, criminal history check, drug screen, and verification of licenses and/or academic credentials.

3. Xavier University participates in the E-Verify Program, which electronically verifies, with the Department of Homeland Security and Social Security Administration, whether an applicant legally eligible to work in the United States.
4. Position descriptions are provided to all new employees. Position descriptions describe the essential duties, responsibilities, knowledge, skills and abilities of the job. Position descriptions shall in no way be construed as a limitation on the authority of supervisory personnel to assign tasks that are appropriate to the employee's position.

New Employee Orientation and Development

At the start of employment, new employees are required to attend a university orientation. Newly hired employees also receive orientation and training from his or her supervisor or the supervisor's designee. Additional training and development may be available for employees through various internal and external sources.

New Employee Evaluation Period

1. All newly hired employees are employed for an evaluative period of 90 days.
2. The evaluative period gives the supervisor an opportunity to provide direction and support to the employee and to evaluate the employee's job performance and behavior.
3. During the evaluation period, eligible full and part-time employees accrue sick and vacation leave; however, sick and vacation leave may not be used until the employee successfully completes their evaluative period.
4. Employees who separate from their employment prior to the end of their evaluation period will not be eligible to receive accrued vacation pay.
5. An employee's evaluation period may be extended for an additional thirty days with a written request of their supervisor and the approval of the Associate Vice President of Human Resources.
6. At the end of an employee's evaluation period, the employee will receive a written evaluative review which will indicate whether the employee will attain regular status or will separate from employment.

Transfer, Promotion or Reassignment within XULA

1. Employees who are transferred, promoted or reassigned shall retain all rights, benefits and accrued leave earned in their former position with XULA. An employee who is promoted is required to serve a new three month 90 evaluation period. If the employee is unable to satisfactorily perform the duties and responsibilities of the new position, the employee may apply for his or her former position, if it is available, or other positions for which he or she is qualified. If there are no positions available for which the employee is qualified, then the employee will be separated from employment.
2. Employees are not eligible for promotion or transfer during their evaluative period.

Employment of Relatives

Xavier University believes in hiring the best employees based on their qualifications, however, XULA prohibits employees with direct supervision responsibilities from supervising their relatives. A relative is defined as anyone who is related by blood, marriage or legal adoption.

Employee Job Classifications

1. EXEMPT EMPLOYEES:

The Fair Labor Standards Act (as amended) defines exempt employees as employees whose positions are classified as bona fide executive, administrative, professional or information technology positions. Employees in this classification are exempt from being paid overtime. Contact Human Resources staff for further explanation of definitions.

2. NON-EXEMPT EMPLOYEES (Bi Weekly):

The Fair Labor Standards Act defines non-exempt employees as employees who are in positions that are required to be paid overtime for all hours worked over forty in a single workweek.

Employee Job Status

1. FULL-TIME EMPLOYEES:

Employees who are scheduled to work 35 or more hours per week on a continuous basis are classified as full time.

2. PART-TIME EMPLOYEES (BENEFITS ELIGIBLE):

Part-time employees who are scheduled to work 20 or more hours but less than 35 hours are eligible for benefits.

3. PART-TIME EMPLOYEES (INELIGIBLE FOR BENEFITS):

Part-time employees who are scheduled to work less than 20 hours per week are not eligible for benefits including paid time off for holidays or paid leave.

4. TEMPORARY EMPLOYEES:

Temporary employees are employed for a specific short-term duration, usually not to exceed six months. Temporary employees are not eligible for benefits including paid time off for holidays or paid leave.

Employee Individual Development Review

Policy

The Supervisor will review the performance of new employees upon completion of their evaluation period. Employees will have their performance reviewed annually.

1. An Individual Development Review will be conducted for all employees in order to provide recognition of an individual's accomplishments and to establish goals for the coming year. The Individual Development Review will document the employee's commitment to continuous improvement and institutional effectiveness. The process will also focus on areas of performance and behavior that needs improvement.
2. University Administrators will be reviewed annually using a process designed to evaluate their performance and effectiveness.

Work Schedules

Work schedules are determined by the employee's supervisor to meet the needs of XULA and their department. Work schedules are subject to change and employees will be given prior notification whenever possible. Employees may be requested to work beyond their normal work schedule or may be called into work on their scheduled day off. Office hours, breaks, and lunch periods are established according to the needs of the department and XULA.

Attendance and Punctuality

XULA expects all employees to be at work on their scheduled workdays. Regular attendance includes reporting to work on time and continuing to work until the end of their scheduled workday. "On Time" is defined as an employee being at his or her assignment or work location at his or her scheduled starting time. Unsatisfactory attendance or tardiness may be cause for disciplinary action. In the event that an employee cannot report to work as scheduled, the employee must notify his or her supervisor at least one hour prior to their scheduled reporting time, or provide evidence of extenuating circumstances. In all cases of absences, the employee is required to provide his/her supervisor with a reason for the absence and, if applicable, the probable duration. If the duration of an absence is not readily determinable, the employee will be required to call their supervisor daily to report the status of their absence. Proper recording of absences is required of all employees.

If an employee is absent due to illness or injury for three or more consecutive days, the employee must provide a notice from their healthcare provider stating that the employee may return to work and indicating whether the employee has any restrictions.

If the illness is for five or more consecutive days, XULA may designate the time off as "Family and Medical Leave" if the employee is eligible for FMLA.

Definitions:

1. Excessive absence(s): More than four unscheduled absences in a thirty-day period are considered excessive and may prompt disciplinary action.
2. Tardiness: More than four instances in a thirty-day period is considered excessive and may prompt disciplinary action.
3. Job abandonment: An employee who is absent from work for three or more consecutive days without notifying supervisory personnel is regarded as having abandoned his or her job unless the employee can provide acceptable, verifiable evidence of extenuating circumstances. Abandonment under this definition will be considered a voluntary resignation from employment with XULA.

Employment File

The Office of Human Resources maintains an employment file on each employee. The file will contain documents, forms and information relating to the employee's employment with XULA.

Only active XULA employees may review the contents of their employment file after making a request to the Associate Vice President of Human Resources. Files are confidential and may be reviewed by the employee in the presence of the Associate Vice President of Human Resources or, his designee. The employee may not remove anything from his/her file. Requests for copies of personal documents contained in the employee file must be approved by the Associate Vice President of Human Resources.

Employment files will be retained according to government regulations. Employees may make a written request to the Associate Vice President of Human Resources to have any information removed from their employment files that is deemed to be incorrect. A review will be conducted and if it is determined that the questionable information is incorrect, it will be removed; and if the information is correct it will remain in the folder.

Reference Inquiries

XULA may furnish responses for employment verifications with the consent and release of XULA from any liability by current or former employees.

Recording Time Worked

Failure to submit or approve timecards or leave reports as defined will lead to disciplinary action. Non-exempt staff employees are required to record their time worked by using the web time system designed by the University.

Exempt employee's actual compensation is determined by the salary, not the hours worked. Supervisors or designated timekeepers are able to make adjustments and record time off for paid leave and unpaid leave.

If you have any questions regarding the web time system, contact your department's timekeeper or the Office of Human Resources.

Non-Exempt Employee Pay

Non exempt should submit their time at the end of each pay period the supervisor approves web time entry, which is then electronically submitted to payroll for processing. Non-exempt employees are paid according to the time recorded in the web time system and are paid bi-weekly. Paydays occur every other Friday.

Exempt Employee Pay

Exempt employee should submit their leaver report by the second work day. The exempt staff employee's schedule that is listed in the web time system shall be their timecard. Exempt employees are paid on the last scheduled workday of each month. If the scheduled payday is on a holiday and financial institutions are closed, then the employee will be paid the last scheduled workday prior to the holiday. If a XULA designated paid holiday occurs on a payday and it is not a holiday for financial institutions, then the payday will not change.

Direct Deposit

XULA requires all employees to be paid through direct deposit. If the employee does not have an account with a financial institution, the employee will be required to obtain a bank card through a financial institution approved by XULA for their direct deposit.

Authorization for Deductions

Deductions will be made from each employee's wage/salary as required by law including taxes, garnishments and wage assignments. The employee must authorize any voluntary deductions by completing the appropriate forms authorizing the deductions and submitting them to the Office of Human Resources Department. All changes to an employee's deduction must be authorized by the employee and submitted to the Office of Human Resources.

Overtime Pay (Non-Exempt Employees)

If a non-exempt employee works more than 40 hours in a single work week, the non-exempt employee will be paid at an overtime rate of 1 ½ times their normal hourly rate for the hours in excess of 40 hours in a single work week.

Overtime is computed when actual hours worked have exceeded 40 hours in a single work week. Sick leave, vacation leave, holidays (not worked), or any other leave will not be considered in the computation of overtime. *Compensatory time off in lieu of payment of overtime is not permitted under the "Fair Labor Standards Act" unless the compensatory time is granted in the same work week in which it is earned. Please consult with the Office of Human Resources if you have any questions regarding overtime payment.*

A non-exempt employee is required to obtain prior authorization from his or her supervisor or the supervisor's designee prior to working overtime unless overtime is warranted to provide emergency coverage as defined by Administration. Failure to obtain specific written authorization to work overtime may lead to disciplinary action.

Emergency Pay

Non Exempt “bi weekly” employees who are required to work after the President or his designee declares XULA closed because of a emergency will be paid their regular hourly rate of pay and time and one half for all hours worked under the emergency decree.

Wages/Salary Changes

Employees may receive wage or salary changes because of a promotion, job evaluation, special adjustments, increases mandated by a grant or increases approved by the Board of Trustees.

Employees are asked to check their pay statement to determine if the amount of their wage or salary changes is correct. If there is an error in the employee’s pay the employee should notify their supervisor and the Office of Human Resources. If the employee’s check is less than the approved amount the employee will receive a retroactive pay adjustment. If the employee’s check is greater than the approved amount the employee will be required to refund the difference between the correct and the incorrect amount.

Garnishments, Levies, and Wage Assignment

XULA is obligated by law to comply with notices of garnishments, levies, and wage assignments. The employee will be notified of receipt of a notice of garnishment, levies, or wage assignments. XULA will start and end deductions according to the court order, levy, or wage assignment.

Change in Information

An employee must notify the Office of Human Resources of changes in their name, marital status, telephone number, address, bank account number for direct deposit purposes, beneficiaries, student status of dependent children, and when a dependent child reaches the age limit for health, dental, and vision coverage.

Supervisors must be notified of changes in an employee’s contact information.

Attire

A dress code for each department may be established and properly posted or disseminated. Failure to comply with department policies will result in corrective actions.

Shorts are inappropriate for men and women during regular business hours unless they are deemed appropriate for performing the employee’s work i.e. University Police Officers assigned to bicycle patrol.

Parking Areas

All campus parking lots require a permit that can be purchased from the Office of Campus Police. Parking lots are designated “*Reserved Parking*”, “Faculty”, “Staff” or “Student”. After 5:00 p.m., all parking areas are open except those designated “*Reserved Parking*”. For specific information concerning traffic regulations on campus, staff should read the parking and traffic regulations bulletin issued at the beginning of the school year. For any other information, staff should contact the University Police located at Carrollton Avenue and

II. GRIEVANCE PROCEDURE

Policy

It is the policy of XULA that all employees be treated fairly in all matters of their employment. XULA believes that most problems or concerns can be resolved at the supervisor level. If the problem or concern cannot be resolved at the supervisor, division chairperson or vice president's level, then the employee can make a written request to the Associate Vice President of Human Resources to have their concerns heard by the Administrative Hearing Committee. The Associate Vice President of Human Resources may decide on the grievance or refer the grievance to the Administrative Hearing Committee. The Administrative Hearing Committee is not available to employees during their initial evaluative period. If an employee during their initial evaluative period has a problem or concern that cannot be resolved at the supervisor's level, the evaluative period employee may request a conference with the Associate Vice President of Human Resources or the Vice President for his/her area.

Procedures

1. If an employee believes that he or she has been treated unfairly or has an unresolved concern, then the employee should request a conference with his or her immediate supervisor. If the employee cannot resolve their concern or issue with their immediate supervisor, the employee should request a conference with the Vice President for his or her office/department.
2. After the employee makes a good faith attempt to resolve the problem at the Vice President's level and he or she is not satisfied with the response, the employee may submit a written request to the Associate Vice President of Human Resources to have their concern or issue heard by the Administrative Hearing Committee. The written request must be sent to the Associate Vice President of Human Resources within ten working days after receiving a response from the Vice President. The written request should provide information on the concern or issue and the remedy the employee is seeking. Failure to file a grievance within the required time will result in the grievance not being reviewed.
3. The Associate Vice President of Human Resources will review the grievance request and will determine if the request is a grievable issue or concern. The Associate Vice President of Human Resources will convene an Administrative Hearing Committee. The Administrative Hearing Committee will be scheduled within ten working days after receiving the grievance request. If the Associate Vice President of Human Resources determines that the employee's issues or concerns is not under the jurisdiction of the Administrative Hearing Committee, the Associate Vice President of Human Resources notifies the employee in writing that their grievance was denied.
4. The Administrative Hearing Committee will hear the employee's grievance and submit its recommendation to the President's designee for final approval.
5. The President's designee will submit their decision to the Administrative Hearing Committee Chairperson.
6. The Chairperson or the Administrative Hearing Committee notifies the employee of the outcome of the grievance hearing.

III. STAFF CONDUCT

Types of Corrective Action

Depending upon the nature and circumstances of an incident, corrective actions will normally be progressive; however, XULA reserves the right to employ any of the following corrective measures.

Verbal Counseling

If an employee's behavior or work performance is not acceptable, the supervisor is encouraged to counsel the employee regarding any problems or deficiencies. When a supervisor verbally counsels an employee of such problems or deficiencies, the supervisor should document the occurrence of the counseling session, including the date of occurrence and what was discussed. A verbal counseling session is not necessary prior to taking other corrective actions including termination.

Written Counseling

A written counseling is a form of corrective supervisory feedback in response to a serious incident, unsatisfactory performance, misconduct, or violation of a policy or procedure. It may be given for a first time offense or as a result of a series of actions or omissions by an employee.

A written counseling shall be discussed in conference with the employee and shall also be documented in writing or by using an approved counseling form. The employee will be asked to sign the written counseling. *Signing a written counseling does not indicate that the employee agrees with the counseling, however it does indicate that the supervisor has discussed the problem with the employee and the employee has received a copy.*

Suspension without Pay

If after an employee receives a written counseling and the performance does not improve or there is no change in the employee's behavior, the supervisor may take the next step in the progressive discipline process by suspending the employee without pay for a maximum of five workdays. An employee may be suspended without pay as the result of a serious violation of the policies and rules of XULA.

Discharge

If after an employee receives a suspension without pay and the performance does not improve or there is no change in the employee's behavior, the supervisor may take the next step in the progressive discipline process by recommending discharge. The discharge must first be approved by the Vice President for the employee's area and reviewed by the Associate VP of Human Resources to ensure that all procedures have been followed.

There may be violations which may cause the supervisor to recommend discharge without following the progressive discipline process.

Reasons for Corrective Actions

All of the actions under the following categories are considered unacceptable behaviors or performance. The groupings are illustrative and should not be considered either exclusive or limiting in achieving effective, efficient and equitable employment practices.

Attendance & Punctuality

1. Unauthorized absences from work for more than four occurrences in a thirty-day period.
2. More than four unauthorized late arrivals or early departures from work in a thirty-day period.
3. More than four instances of returning late from lunch or break in a thirty day period.
4. No call, no show, failure to notify immediate supervisor of absence.

Behavior

1. Violation of XULA policies and procedures, departmental operating rules or related directives.
2. Harassment including gender, sexual orientation, race, creed, age, color, religion, national origin, or disability.
3. Performing personal work during business hours.
4. Playing games or surfing the internet or using XULA computer for personal reasons during work hours.
5. Violation of safety rules.
6. Any act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, gender (including sexual orientation), age, religious beliefs or political affiliations.
7. Violating XULA code of student conduct regarding behavior or actions involving students.
8. Leaving work area for personal reasons without permission.
9. Unauthorized use of university equipment or materials for personal use. This includes telephones, faxes, computers, vehicles, tools, etc.
10. Making unauthorized solicitations during work hours and in work areas. (Example: Soliciting for Avon, meals, candy, Girl Scout cookies, or political candidates in work area).
11. Engaging in unethical conduct which violates the present standards of the community or morality.
12. Inappropriate attire while performing duties.
13. Smoking on university property is violation of the University's smoke free campus policy.

Performance

1. Inefficiency, incompetence, or negligence in the performance of duties including failure to perform assigned tasks or failure to discharge duties in a prompt, competent, and reasonable manner.
2. Refusal or inability to improve job performance in accordance with written or verbal directions.
3. Revocation or suspension of license where job duties require licensing. An employee is required to notify his/her supervisor in the event his/her license has been seized, suspended, or revoked (e.g. an employee who is required to drive a vehicle and his/her driver's license is suspended or revoked).
4. Careless, negligent, or improper use of XULA property, equipment or funds including unauthorized removal or use for personal purpose.

Severe Disciplinary Action

Disciplinary Action up to and including termination may be implemented for any of the following non-exclusive reasons:

1. Unauthorized release or discussion of confidential information.
2. Leaving work area without being properly relieved (i.e. employees working in central plant, campus police, or residential life).
3. Falsifying, removing or destroying records, reports or documents.
4. Theft.
5. Dishonesty about job related matters to supervisors, staff, faculty or the public.
6. Deception in securing employment by the employee or for someone else.
7. Possession or use of an illegal substance or alcohol while performing work for XULA.
8. Willful endangerment of staff, students, faculty, or the public.
9. Threatening an employee, student or visitor with harm or injury.
10. Failure to comply with a lawful request from a supervisor.
11. Viewing or electronically mailing pornographic or obscene materials on personal computers in the workplace or on XULA property.
12. Creating or sending a computer virus.
13. Using profanity toward another person.
14. Having a firearm or weapon in their possession while on university property.
15. Bullying or intimidating another employee or student.

IV. Workplace Policies

Drugs and Alcohol Abuse in the Workplace

Policy Statement

Illegal drugs and alcohol abuse are a threat to the physical and mental wellbeing of individuals. The use of illegal drugs and the abuse of alcohol may contribute to workplace accidents, or violence.

XULA expressly prohibits the unlawful manufacture, distribution, dispensing, possession or use of illegal drugs or alcohol on XULA's premises. An individual under the influence of alcohol or illegal drugs is prohibited from being on XULA's premises. Further, the unauthorized use, possession, sale, dispensing, distribution of drugs away from XULA's campus and outside working hours will not be tolerated if it adversely affects in any way the employee's job performance, the employee's own or other's safety, XULA's reputation in the community or other University interests.

It is a condition of employment that each employee agrees to abide by this policy. In addition, it is also a condition of employment that each employee must notify XULA of any drug related conviction within five days of the date of any judgment or conviction.

Communication of Policy

As part of new employee orientation, XULA will make new employees aware of XULA's policy on maintaining a "Drug Free Workplace".

XULA will also make current employees aware of its policy of maintaining a Drug Free Workplace by providing them with information relating to drug and alcohol abuse and discussing drug and alcohol abuse at meetings.

Drug and Alcohol Testing

1. Pre-employment Drug and Alcohol Screening

XULA may utilize pre-employment drug tests to prevent the hiring of individuals who use controlled substances, illegal drugs or who abuse alcohol. XULA will not hire an individual who tests positive for illegal drug use or alcohol abuse.

2. Drug and or Alcohol Testing for Cause

XULA will require any employee who is suspected of using or being under the influence of an illegal drug or alcohol to submit to testing to determine if the employee is abusing drugs or alcohol. An employee, who refuses to submit to a drug or alcohol test to determine if the employee is abusing drugs or alcohol, will be subject to immediate dismissal.

3. Random Testing

XULA has the right to require employees to submit to a random drug or alcohol test in order to determine if abuse is occurring in the work place. If the results of a random drug test indicate an employee is using illegal drugs the employee will be discharged from employment without the right to appeal.

4. Post-Accident Drug or Alcohol Test

Any employee, who suffers a serious injury, causes injury to another person, or damage to property will be required to take a post-accident drug test to determine if drugs or alcohol use was a contributing factor to the accident. If the cause of the accident was due to the employee using illegal drugs or alcohol the employee will be discharged.

Possession or Sale of Drugs or Alcohol while on XULA’s Property or engaged in XULA’s Business

It is grounds for immediate dismissal of any employee possessing illegal drugs, alcohol, or prescribed medication with the intent to sell them on XULA property, while engaged in the performance of XULA business.

Self-Identification of Drug or Alcohol Abuse by Employees

An employee who notifies XULA that he/she is addicted to drugs or alcohol, prior to testing positive or being requested to take a drug test will be able to avail himself or herself of drug/alcohol counseling and or rehabilitation. XULA will allow employees to use sick leave or family and medical leave to receive counseling, treatment or to attend meetings for therapeutic purposes.

Reporting Drug or Alcohol Possession, Sale or Usage in the Workplace

It is the responsibility of all XULA employees to report the possession, use, sale or distribution of controlled substances, illegal drugs, or alcohol abuse by other XULA employees to appropriate XULA management. If an employee is aware of other XULA or contract employees engaged in the sale, distribution, or use of controlled substances, illegal drugs, or alcohol and fails to report it to the appropriate supervisor that employee will be subject to disciplinary action up to and including termination.

Use of Prescribed and Over-the-Counter Medication while in the Workplace

Prescribed medication may include any pharmaceutical product that is prescribed to the employee by a physician or dentist (and over-the-counter medication), which has been legally obtained and being used for the purpose for which it was prescribed or manufactured. If a prescribed or over-the-counter medication prevents the employee from safely performing their duties (without endangering him/her, co-workers, students, or the public), the employee must notify their supervisor. The supervisor may request that the employee obtain a release from their healthcare provider as to the duties the employee may be able to perform while taking prescribed or over-the-counter medicine.

Harassment Policy

It is policy of XULA that harassment of any form is prohibited and will not be tolerated. Each supervisor and staff member has a responsibility to maintain a work environment that is free of harassment.

A supervisor should not threaten or insinuate, neither explicitly or implicitly, that a staff member's refusal to submit to unwelcome sexual advances will adversely affect their employment status, work assignments, work schedule, performance evaluations, compensation, promotions, transfers, contracts, or offer of employment.

A supervisor, faculty or staff member should not tell jokes, make fun of, belittle, be intolerant of, or make disparaging remarks about someone's race, religion, gender, national origin, color, age or disability.

Reporting Harassment

The victim of harassment should directly inform the harasser (supervisor, faculty member, co-worker, student, and contractor, anyone doing business with XULA or a representative of XULA) that the conduct is unwelcomed and must stop. If the harasser is the immediate supervisor, the victim should report it to the next higher level of supervision, Associate VP of Human Resources or to the Title IX committee.

Investigating Complaints of Harassment

The Associate Vice President of Human Resources or members of the Title IX Committee will investigate all allegations of harassment. All investigations into allegations of harassment will be conducted under strict procedures of confidentiality.

If XULA becomes aware of acts of harassment in the workplace, even though they have not been reported, the Associate Vice President of Human Resources or the Title IX committee will initiate an investigation.

Retaliation is Forbidden

XULA forbids retaliatory actions against someone who reports harassment, including but not limited to unfavorable work assignments, threats, disciplinary actions, unfavorable recommendations, demotions, reductions in compensation, or encouraging other staff members or supervisors to take retaliatory actions against the victim.

Violation of this Policy

A XULA employee who is found in violation of this policy will be subject to XULA's disciplinary process. A staff member who knowingly and willfully files a false claim of harassment will be subject to XULA's policy on corrective actions.

Types of Harassment

1. Sexual Harassment

A. Definition

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972. The EEOC defines sexual harassment as: “Unwelcome Sexual Advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual’s employment status, unreasonably interferes with an individual’s performance or creates an intimidating, hostile work environment”.

B. Types of Sexual Harassment

- I. Quid Pro Quo (translated from Latin and means this for that) sexual harassment occurs when employment decisions or expectations are based on a staff member’s willingness to grant sexual favors. Examples of quid pro quo harassment are in exchange for favorable employment actions.
 - a. Demanding sexual favors in exchange for a promotion or raise.
 - b. Disciplining or firing an employee who ends a romantic relationship.
 - c. Willingness of a job applicant to grant a request for sex in exchange for an offer of employment.

- II. Hostile work environment sexual harassment occurs when offensive verbal or nonverbal sexual behavior occurs in the workplace. Examples of hostile work environment sexual harassment are:
 - a. Telling sexually oriented jokes or teasing of a sexual nature.
 - b. Touching body parts.
 - c. Distributing or posting sexually suggestive pictures, posters, calendars, or cartoons.
 - d. Giving favorable treatment to an employee with whom a supervisor is sexually or romantically involved.
 - e. Making repeated requests for dates.
 - f. Looking at sexually explicit websites on XULA computers.

2. Harassment because of Race, Religion, National Origin, Color, Age, or Disability

Definition

- a. Harassment on the basis of Race, Religion, National Origin or Color is a violation of the ***Civil Rights Act of 1964*** and ***Title IX of the Educational Amendments of 1972***.
- b. Harassment on the basis of Age is a Violation of the ***Age Discrimination in Employment Act (ADEA) of 1967***, as amended: the ADEA prohibits discrimination in employment or benefits for anyone 40 years of age or older. Example: making comments about someone's age or discriminating against someone because of their age.
- c. Harassment on the basis of disability is a violation of the ***Rehabilitation Act of 1973***, as amended and Title I of ***The Americans with Disabilities Act of 1990 as amended***. Both Rehabilitation Act and ADA prohibits discrimination against anyone with a disability or is perceived to have a disability. Example: refusing to hire or promote some because they have a disability or making a joke about someone's disability.

Please contact the Associate Vice President of Human Resources at 520-7537 if you have any questions or to file a complaint.

VI. Title IX Policy on Sexual Harassment

Introduction:

Students, faculty, staff and third parties of XULA have a right to be free from all forms of gender and sex-based discrimination, examples of which can include acts of sexual violence, sexual harassment, domestic violence, dating violence, and stalking. All members of the campus community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The University adheres to a zero tolerance policy for gender and sex based misconduct. When an allegation of gender or sex-based misconduct is brought to the Title IX Coordinator's attention, and respondent is found to have violated this policy, sanctions will be implemented to reaffirm these principles and to provide recourse for those individuals whose rights have been violated. This policy is intended to define the University's expectations and to establish a process for determining when those expectations have been violated. This policy should not be construed as creating any kind of contract because, among other reasons, Xavier retains the right to prospectively add, change, delete or modify policies it deems appropriate without obtaining another person's consent or agreement.

I. Policy on Sexual Misconduct

XULA is committed to complying with Title IX and the Clery Act by providing an environment that is free of discrimination on the basis of sex and gender in its programs and activities. Gender and sex based discrimination includes harassment and all forms of sexual violence as described in the Clery Act and as discussed in Section II below. Title IX and this policy also prohibit retaliation for asserting claims of gender and sex based discrimination, sexual violence, stalking and relationship violence which can have a profound impact on an individual's learning, working and personal life. To reduce the occurrence of these acts and/or behaviors, the University provides a variety of resources and educational programs designed to prevent these behaviors. The University provides information about what to do when an incident has occurred, and increases awareness of campus and community resources for support and response.

The Title IX Coordinator will ensure that relevant information is disseminated to students, faculty and staff on the University's Sexual Misconduct Policy and its implementation.

If a student, faculty, staff or third party believes that there is a violation of this policy, he or she must file a complaint with the Title IX Coordinator. All complaints will be investigated in a prompt, thorough, and equitable manner.

Upon notice, and as described in more detail below, the University will take prompt and effective steps to end gender and sex based discrimination, sexual violence, eliminate the hostile environment, and take effective action to prevent its recurrence.

The University complies with all federal mandates related to Title IX. Additional information about the federal mandates and compliance requirements can be found in the following documents:

The Jeanne Clery Disclosure of Campus Security Police and Campus Crime Statistics Act of 1990

Violence against Women Act of 1994

U.S. Department of Education's Office of Civil Rights (OCR) "Dear Colleague" letter (April, 2011)

OCR's "Questions and Answers on Title IX and Sexual Violence" (April, 2014)

The Campus Sexual Violence Elimination Act (March, 2013)/VAWA

II. THIS POLICY PROHIBITS ALL FORMS OF SEXUAL MISCONDUCT WHICH INCLUDES, BUT NOT LIMITED TO:

1. Sexual Harassment
2. Sexual Assault
3. Nonconsensual Assault

4. Sexual Exploitation
5. Relationship Violence
6. Other Prohibited Conduct
7. Retaliation

III. DEFINITIONS:

1. **Sexual Harassment** is unwelcome conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or education, 2) submissions to or rejection of such conduct by a person is used as the basis for a decision affecting that person's employment or education; or 3) such conduct has the purpose or effect of unreasonably interfering with a person's employment or education or creating an intimidating, hostile, or offensive employment or educational environment, and has no legitimate relationship to the subject matter of a course or academic research. Sexual Harassment also includes gender based harassment and harassment based on an individual's failure to conform to gender stereotype.
2. **Sexual Assault** is having or attempting to have sexual intercourse or oral sex (cunnilingus or fellatio) without consent. Sexual intercourse is defined as anal or vaginal penetration (however slight) by a penis, finger or an object.
3. **Non-consensual Sexual Contact** is the touching or attempted touching of another's breasts, genitals, or buttocks (over or under clothes), for the purpose of sexual gratification, without consent. Nonconsensual sexual contact also includes forcing or attempting to force another to touch the breasts, genitals or buttocks of the person, for the purpose of sexual gratification, without consent.
4. **Sexual Exploitation** occurs when a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or for the benefit or advantage of another person, and that behavior constitutes one or more sexual misconduct offenses. Sexual exploitation includes but is not limited to, causing the incapacitation of another person for sexual purposes, causing a person to engage in prostitution, electronically recording, photographing, or transmitting intimate or sexual utterances, sounds, or images of another person or allowing third parties to observe sexual acts without the permission of the person engaged in sexual activity.

5. **Relationship Violence includes the following violations:**

- **Domestic Violence:** Include but is not limited to sexual or physical abuse or the threat of such abuse committed by a current or former spouse or intimate partner or any other person from whom the alleged victim is protected under Federal or Louisiana Law.
- **Dating Violence:** Includes but is not limited to sexual or physical abuse or the threat of such abuse, committed by a person who is or has been in a social relationship of romantic nature with the alleged victim. The existence of such a relationship will be determined based on a consideration of the length and type of relationship and the frequency of interaction.
- **Stalking:** A course of conduct directed at a specific person that would cause a reasonable person to fear for their own safety or the safety of others or suffer substantial emotional distress. A course of conduct means two or more acts in which a person 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.

6. **Other Prohibited Conduct:** Complicity, assisting, facilitating or encouraging the commission of a violation of this Policy.

7. **Retaliation:** Title IX and this policy prohibit retaliation. Acts or attempted acts for the purpose of interference with any report, investigation, or proceeding under this Policy, or as retribution or revenge against anyone who has reported Sexual Misconduct or who has participated (or is expected to participate) in any manner in an investigation or proceedings under this Policy. Prohibited retaliatory acts include, but are not limited to, intimidation, threats, coercion, or discrimination.

IV. **ADDITIONAL APPLICABLE DEFINITIONS:**

Consent is clearly, knowingly and voluntarily agreeing to engage in a sexual activity. Consent is active and 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 sexual activity. Consent to one form of sexual activity cannot automatically imply consent to another form of sexual activity. Consent to engage in sexual activity must exist from beginning to end of each instance of sexual activity. Consent to engage in sexual activity may be withdrawn by a person at any time. Once withdrawal of consent has been expressed, the sexual activity must cease. Previous relationships or prior consent cannot imply consent to future sexual acts.

In order to give effective consent, a person must be of legal age and have the mental capacity to know that he or she is consenting to sexual activity. Sexual activity with someone, who is mentally or physically incapacitated (either by alcohol or other drug use, unconsciousness or blackout), constitutes a violation of this policy.

Incapacitation an individual is considered to be incapacitated if, by reason of mental or physical condition, the individual is manifestly unable to make a knowing and deliberate choice to engage in sexual activity. Someone who is intoxicated is not necessarily incapacitated. Individuals who are asleep, unresponsive or unconscious are considered to be incapacitated. Other indicators that an individual may be incapacitated include, but are not limited to inability to communicate coherently, inability to dress/undress without assistance, inability to walk without assistance, slurred speech, loss of coordination, vomiting, or inability to perform other physical or cognitive tasks without assistance.

An individual's use of alcohol or drugs does not diminish that individual's responsibility to obtain consent.

V. **Reporting Gender Based Harassed And Sexual Misconduct Including Violence or Assault**

If a person believes that he or she is the victim of gender based harassment or sexual misconduct as defined in one of the definitions of Sexual Misconduct he or she may choose to disclose the behavior to a confidential staff or faculty member or make an official report to a non-confidential resource.

VI. **Confidential Disclosure**

The University will seek to protect the privacy and confidentiality of the individuals involved in any report of alleged Sexual Misconduct to the extent possible and allowed by law. The Title IX Coordinator will evaluate any request for confidentiality in the context of the University's responsibility to provide a safe environment to all members of its community. The University will complete any publicly available record-keeping, including Clery Act reporting and disclosure, without the inclusion of identifying information about the alleged victim.

If a complainant (accuser) of Sexual Misconduct desires that details of the incident be kept completely confidential, the complainant should speak with one of the counselors in the Counseling and Wellness Center (504) 520-7315, St. Joseph Academic and Health Resource Center, 2nd Floor, Suite 202, the University Chaplain, Administration Building, 1st Floor, Suite 101A, (504) 520-7593, or an authorized person at an off campus sexual assault crisis resource center

such as the New Orleans Family Justice Center, 701 Loyola Avenue, Suite 201, New Orleans, LA (504) 866-9554.

VII. Non Confidential Disclosure

All University community members are encouraged to report an incident of Sexual Misconduct to the Title IX Coordinator or Deputy Title IX Coordinator. Employees in the following positions have been designated as “responsible employees of the University:” all Senior Vice Presidents, Vice Presidents, Associate and Assistant Vice Presidents, Deans and Associate Deans, Administrative Directors, Associate and Assistant Directors, University Police Officers and Faculty members. A report of Sexual Misconduct to any of these responsible employees is an official notice to the University that an incident has occurred. The person can expect to have all incidents of sexual misconduct taken seriously by the University when formally reported to a responsible employee and to have those incidents investigated and properly resolved through administrative procedures.

VIII. Responsible Employee Reporting

All responsible employees, as described above, who become aware of an instance of alleged Sexual Misconduct, through a report or otherwise, must promptly, report that information to the Title IX Coordinator.

A responsible employee must report to the University’s Title IX Coordinator, all relevant details about the sexual misconduct or sexual harassment incident that the complainant has shared so that the University may proceed with an appropriate response and or resolution. Failure to report an incident of sexual misconduct or sexual harassment to the University’s Title IX Coordinator may result in disciplinary action.

IX: Investigating Reports of Sexual Discrimination Includes Sexual Misconduct or Harassment

The University will investigate reports of violations of this Policy to the extent appropriate. Investigations must begin no later than five days after a complaint has been given to an Investigator by the Title IX Coordinator or Deputy Title IX Coordinator. Generally, investigations of complaints must conclude within fifteen work days. Extensions may be granted by the Title IX or Deputy Title IX Coordinator.

Resolution of all complaints made under this Policy will be conducted in a prompt and equitable manner by an investigator who has received appropriate Title IX training for Investigators. The Title IX Investigator will be appointed by the Title IX Coordinator.

To initiate an Investigation, the complainant or a Responsible employee must submit a written statement to the Title IX Coordinator that contains:

- The name of the respondent, if known,
- A description of the alleged policy violation and,
- The date, approximate time, and location of the alleged violation, if known.

The Title IX Coordinator will provide the complainant with a copy of this policy, review University procedures, and inform the Complainant of available resources, support services, and options, including the option to be assisted by an adviser of choice.

The Title IX Coordinator will meet with the respondent to notify the respondent that a complaint has been filed and will be investigated. The Title IX Coordinator will provide the respondent with a copy of this Policy, review University procedures, and inform the Respondent of available resources, support services and options, including the option to be assisted by an Advisor of choice.

The advisor of choice may be an attorney to advise the complainant's or respondent. An advisor may participate as a silent observer in any meeting or proceeding outlined in the Policy's process.

Investigative Report: After a complaint is filed, the Investigator will conduct an Investigation and prepare an Investigative Report, which may be accompanied by supporting documentation or items (for example, statements, photographs, etc.). If the Investigator determines that a hearing should be held the Investigator will inform the Title IX Coordinator, complainant and respondent in writing of their decision.

Acceptance of Responsibility: If the respondent chooses to accept responsibility for the alleged violation(s), the respondent will provide the Investigator with a written statement identifying the specific violation(s) and/or conduct to which the respondent admits. The Investigator will share the respondent's statement with the complainant and the Hearing Panel. Sanctions will be determined by the Hearing Panel, which may hold a hearing solely for the purpose of determining sanctions.

The Title IX Coordinator has sole discretion to change the time frames provided in this Policy for good cause and with written notice of the reason for the change to the Complainant and respondent (hereafter referred to as Parties or Party). Prior to the hearing, the Title IX Coordinator will offer to meet with each Party to review hearing procedures, the alleged violation(s), and the list of witnesses and other information that will be presented at the hearing to the Hearing Panel Chairperson.

X. Hearings

When the Title IX Investigator(s) submit their report to the Title IX Coordinator with a recommendation that a complaint of sexual discrimination (including sexual misconduct) sexual harassment, relationship violence or stalking should be heard by the Title IX Hearing Panel, the Title IX Coordinator will select a Title IX Hearing Panel consisting of the Title IX Hearing Panel Chairperson and three Hearing Panel members from the pool of Hearing Panel members. The Hearing Panel will be faculty and staff members who have received training in the Title IX hearing process and procedures. The Title IX Hearing Panel may consist of all faculty members, all staff employees or a combination of faculty and staff members. Title IX Hearing Panel members will receive ongoing training to ensure they are current in all Title IX regulations and guidelines.

The complainant and the respondent shall have an opportunity to challenge Hearing Panel members for bias or conflict of interest. The challenge must be rooted in a specific bias or conflict of interest (e.g., the proposed Hearing Panel member has had a previous conflict or relationship with the complainant or respondent) rather than a general objection (race, religion, gender, etc.) A challenge must be made in writing to the Title IX Coordinator within two (2) calendar days of notification of the composition of the Hearing Panel. The Title IX Coordinator in his/her sole discretion shall determine whether a Hearing Panel member will be removed for possible bias or conflict of interest.

Title IX hearings will take place in a private location, and are not open to members of the University community or the public. Witnesses will be kept in a separate room, only entering the hearing room to present information. The complainant and the respondent are to make their presentations and answer questions from the Hearing Panel separately. An audio tape will be used by the Hearing Panel to record the presentations of the complainant, respondent or witnesses, however neither the complainant nor respondent may record the hearing. Neither the complainant nor the respondent will be allowed to be present when the presentation of the other is made before the Hearing Panel.

Irrelevant information that is not pertinent to the incident involving the complainant and respondent is not to be admitted in the Hearing. Likewise, information that is lacking in credibility will not be considered by the Hearing Panel.

Timeframes for Hearing: A hearing panel must be appointed by the Title IX Coordinator no later than ten days after receiving the Investigator's report that there is sufficient cause to move forward with the complaint to the Hearing Panel level.

The hearing panel will schedule their first meeting after receiving information, documents and instructions from the Title IX Coordinator.

Attendance at Hearings: If a complainant or respondent fails to attend a hearing, the hearing may be held in the complainant's or respondent's absence. The Hearing Panel Chairperson has discretion to reschedule a hearing if he/she determines that it is necessary in order to achieve a prompt and equitable resolution.

Standard of Proof: The Hearing Panel will find the respondent responsible if a preponderance of the evidence indicates that the respondent violated this Policy. This means the Hearing Panel must determine whether it is more likely than not, based on the information presented at the hearing, that the respondent is responsible.

Supplemental Material: If the Hearing Panel Chairperson believes further information is necessary to make an informed decision, the Chairperson may allow additional information to be presented and/or call additional witnesses, regardless of whether or not such information or individuals were previously identified.

Audio Recording: The Hearing Panel Chairperson will audio-record the hearing, but not the deliberations of the Hearing Panel. The audio recording is created for two limited purposes only: for reference by the Hearing Panel during deliberations and for review by the Appeal Panel during an appeal. The audio recording is kept for thirty (30) days after all appeal options are exhausted. After that time, the audio recording is destroyed by the Hearing Panel Chairperson unless there is an obligation to preserve it.

Hearing Procedures: The following procedures are meant to be general guidelines for conducting a Title IX hearing. The Hearing Panel Chairperson may vary the procedures, including adjourning the hearing, if the Chairperson determines it is appropriate to do so in order to reach a full and fair understanding of the facts. Procedural issues that arise during the hearing (e.g. relevancy determinations) will be resolved by the Hearing Panel Chairperson, Who may consult with the Hearing Panel, the Investigator, and/or Title IX Coordinator before making a determinations.

The Hearing Panel Chairperson will review the Investigative Report with the Title IX Coordinator and will determine which witnesses, documentation, and other information will be called or presented at the hearing. No later than five (5) calendar days prior to the hearing, the Title IX Coordinator will provide the complainant, respondent and hearing panel members with a copy of the alleged violation(s), the Investigative Report, the list of witnesses, and any other information that will be presented at the hearing.

Hearing Panel members are required to keep the information learned in preparation for the hearing and at the hearing confidential. No copies of documents provided are to be made or shared with any third parties. All copies provided to hearing panel members must be returned to the Title IX Coordinator or deleted if provided in electronic form, at the conclusion of the hearing or, if applicable, the appeal. The Title IX Coordinator will advise when materials are to be returned or deleted.

1. **Introduction:** The Hearing Panel Chair will call the hearing to order and introduce all of the hearing panel members present and provide an opportunity for the complainant and respondent to separately ask procedural questions. The Hearing Panel Chairperson will inform the complainant, respondent and witnesses that the hearing is being recorded.
2. **Reading of the Alleged Violation(s):** The Hearing Panel Chairperson will read the alleged violation(s) to the respondent. To each alleged violation, the respondent will either accept or deny responsibility. If the Respondent declines to answer, the hearing will still proceed. If the Respondent admits responsibility, the Hearing Panel Chairperson may question the respondent to identify the conduct to which the Respondent is admitting.

If the respondent admits responsibility to the conduct giving rise to all of the alleged violations, the Hearing Panel will abbreviate the hearing and only consider information relevant to sanctioning.

If the respondent admits responsibility to some but not all of the alleged violations, the Hearing Panel may abbreviate the hearing, considering information is relevant both to responsibility and sanctioning on the disputed violation(s).

3. **Presentation of Information:** The Hearing Panel Chairperson will call and question all witnesses. The complainant and respondent may ask the Hearing Panel Chairperson to pose additional questions or inquire further into specific matters by submitting these requests in writing or orally, at the discretion of the Hearing Panel Chairperson. The Hearing Panel Chairperson is empowered to reframe or disallow any questions that are irrelevant, redundant, or otherwise inappropriate. The Hearing Board Panel may pose additional questions or inquire further into specific matters. The complainant, respondent and witnesses are expected to respond honestly, and to the best of their knowledge.

The Complainant and respondent have the option not to provide information at the hearing. The Hearing Panel will base its decision on the investigative Report and the information provided.

4. **Complainant Presentation:** Generally, the complainant will be questioned first and is encouraged to provide all pertinent information to the Hearing Panel regarding the alleged violation(s). The complainant may also be questioned about written statements, documents, items, or oral information.
5. **Respondent Presentation:** After the complainant has been questioned, the respondent will be questioned and encouraged to provide all pertinent information regarding the alleged violation(s) or any defense thereto. The Respondent may also be questioned about written statements, documents, items, or oral information.
6. **Witness Presentations:** A similar process will be followed for each witness called by the Hearing Panel Chairperson.
Questions about the complainant's sexual history with anyone other than the respondent are not permitted.

The Hearing Panel Chairperson reserves the right to recall the complainant, respondent or witness for further questions and to seek additional information.
7. **Closing Statements:** After all information is presented, the complainant and respondent will have a separate opportunity to make a brief closing statement. The Hearing Panel Chairperson has the authority to limit lengthy or irrelevant statements.
8. **Determination of Responsibility:** After the closing statements, everyone will be dismissed from the hearing room and the audio-recording device will be turned off so that the Hearing Panel may deliberate in private. The Investigator is not an active member of deliberations but is available to answer questions during the deliberations. In determining responsibility, the Hearing Panel is not limited to a consideration of only the violations alleged, and may find the respondent responsible for other violations of this Policy. The Hearing Panel must reach a decision on responsibility by majority vote. The vote itself will not be shared with the parties.
9. **Determination of Sanction:** If the Hearing Panel finds the respondent responsible, it will immediately deliberate sanctions. Only the Hearing Panel members are present for the deliberations. The Investigator will share the respondent's prior disciplinary conduct record and the sanctioning statements with the Hearing Panel. Any sanction imposed upon the respondent must be selected from the sanctions identified in the Policy. The determination of sanctions is based upon a number of factors, including: the nature of the violation; the harm suffered by the complainant; any ongoing risk to either the complainant or the community posed by respondent; the impact of the violation on the University community; any previous conduct violations; and any mitigating or aggravating circumstances. The Hearing Panel will determine sanctions by majority vote.

10. **Notification of Outcome:** Within three (3) calendar days from the date of the conclusion of the hearing, the Investigator will communicate in writing to the complainant and respondent the results of the hearing (consistent with the University's obligations under federal law) and procedures for appeal.
11. **Relevant Information:** Information relevant to the alleged violation(s) or defenses may be presented at the hearing. Statements concerning the complainant or respondent's character do not constitute information.
12. **Statements Relevant to Sanctioning:** On or before the day of the hearing to determine sanctions, the respondent may submit a written statement relevant to sanctioning and the complainant may submit a written impact statement for consideration by the Hearing Panel. The statement must be provided to the Investigator in a sealed envelope. The statements will be read by the Hearing Panel only if it has found the respondent responsible. If the Hearing Panel does not find the respondent responsible, the envelopes will be destroyed, unopened, by the Hearing Panel.
13. **Voting:** On the outcome of a hearing will be done by majority vote of the Title IX Hearing Panelists and the Panel chair will prepare the report that is submitted to the Title IX Coordinator.

XI. Timeframes

The Department of Education, Office of Civil Rights Dear Colleague Letter requires that the University endeavor to comply with a 60 day timeframe to resolve complaints of sexual misconduct that includes the entire investigation process, holding a hearing or engaging in an alternative decision making process to determine whether the sexual misconduct occurred and created a hostile environment, and determining what actions the University will take to eliminate the hostile environment, and determining what actions the University will take to eliminate the hostile environment and prevent its recurrence, including imposing sanction against the respondent and providing remedies for the complainant and University community, as appropriate. Both parties may be given updates during the investigation or hearing process.

The 60-day timeframe does not include the time for completing the appeals process.

XII. Interim Measures

During the investigation and prior to a final determination, the Title IX Coordinator or designee will take appropriate interim measures to protect the complainant. These measures may include, but are not limited to, the imposition of a no-contact order and/or modifications in employment, transportation, residence, and academic modifications.

The University will take these steps promptly once it has notice of policy violation and will provide the complainant with periodic updates on the status of the investigation. The University will notify the complainant of his or her options to avoid contact with the respondent and allow the complainant to change academic and extracurricular activities or his or her living, transportation, dining, and working situation as appropriate. The University will ensure that the complainant is aware of his or her Title IX rights and any available resources, such as victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, legal assistance, and the right to report a crime to University Police or the New Orleans Police Department.

The Title IX Coordinator or designee may limit a student or employee access to certain University facilities or activities pending resolution of the complaint. The Title IX Coordinator or designee may impose an interim suspension on the respondent pending the resolution of the complaint. The Title IX Coordinator or designee may impose an interim suspension on the respondent pending the resolution of an alleged violation when the Title IX Coordinator determines, in the Title IX Coordinator's sole discretion, that it is necessary in order to protect the complainant's own physical or emotional safety and wellbeing, or if the respondent poses an ongoing threat of disruption or interference with the normal operation of the University.

XIII. Remedies and Notice of Outcome

The University will implement effective remedial actions including disciplinary actions against the respondent, remedies for the complainant and others, as well as changes to the University's services or policies. All resources needed to remedy the hostile environment will be offered to the complainant and all other impacted members of the University community. Remedies for the broader University community may include but are not limited to, training and education, support services, review and if appropriate, revision of policy, assessment of campus climate, and other measures to promote safety.

XIV. Sanctions

A Hearing Panel will impose at least one of the sanctions listed below for any student respondent found responsible of a violation of this Policy. At the recommendation of the Hearing Panel, respondents may also be subject to an accountability plan, as described below.

The accountability plan is developed by the Vice President or Associate Vice President for Student Services if the respondent is a student. The Accountability plan is designed to educate and encourage reflection on the part of the respondent regarding their behavior and their effect on the Xavier Community.

Types of Sanctions

- a. **Letter of Censure:** official disciplinary action conveying to the respondent that the student's behavior was unacceptable and that any future prohibited conduct may result in more severe disciplinary action, including Disciplinary Probation, Suspension, or Expulsion.
- b. **Disciplinary Probation:** pre-suspension period in which the student's behavior is under University review, conveying that the student's behavior was unacceptable and that any future prohibited conduct may result in more severe disciplinary action, including Suspension or Expulsion.

Deferred Suspension: although suspension is sanctioned, the student is permitted to remain on campus and enrolled in classes. The initial sanction of suspension (for a period of time no less than the remainder of the current semester and no more than one academic year) shall be imposed immediately if any other conduct prohibited by this Policy or the Code of Conduct occurs during the deferred suspension period. A student on deferred suspension may continue to participate in student activities but shall be ineligible to represent the University in any official function or leadership position (e.g., varsity athletics, student leadership position, cheerleader, committee chair, student government member or officer, or elected office in any recognized student organizations).

- c. **Suspension:** separation from the University for a period of time no less than the remainder of the current semester and no more than one academic year. Suspension may be effective immediately or deferred until the end of the current semester. During the period of suspension, the respondent is not permitted on campus without the written permission from the Vice President for Student Services. The record of suspension will be maintained by the Vice President for Student Services office in accordance with the retention of student record policy. The record will be maintained by the Office of the Registrar only during the period of Suspension. Any refund of room, board, tuition, or fees as result of the suspension shall be in accordance with applicable policies.
- d. **Expulsion:** permanent separation from the University will be effective immediately. The record of expulsion is maintained in both the Vice President for Student Services Office and the Office of the Registrar. Any refund of room, board, tuition, or fees as result of the expulsion shall be in accordance with applicable policies. No academic credit may be earned for that semester.

XV. **Accountability Plan Options**

- a. Restitution for loss, damage, or actual expenses incurred as a result of the student's behavior.
 - b. Online tutorials designed to educate the student on a particular topic that is relevant to the prohibited conduct and/or designed to improve the student's decision-making.
 - c. Participation in educational programming, including alcohol and other drug evaluations, assessment, or reflection activities.
 - d. Change in housing assignment or academic schedule.
 - e. Loss of privileges, including housing, organization participation, or event attendance.
 - f. Restriction of contact with other specified members of the University community.
 - g. Any other measure determined appropriate by the Vice President for Student Services.
- Faculty or staff who is found in violation of this policy will be subject to the disciplinary process that is found in the Faculty Handbook and the Resource Book for Staff employees.

XVI. **Appeals**

The University allows the complainant and respondent to request an appeal of the outcome of the hearing in two instances:

- (a) Where procedural error or previously unavailable relevant evidence could significantly impact the outcome of a case or

- (b) Where a sanction is substantially disproportionate to the findings. The University exercises its rights to determine the type of review it will apply to appeals.

WORKPLACE POLICIES

HARASSMENT POLICY

The appellate panel consists of the Provost and Senior Vice President for Academic Affairs, and the Vice President for Student Services.

An appeal must be submitted to the Title IX Coordinator within forty-eight (48) hours after receiving the decision of the Hearing Panel. The decision of the Appeal Panel will be the final step in the Appeal process. Appeals will be determined by majority vote.

The outcome of the Appeal will be submitted to the Title IX Coordinator who will provide the outcome to the complainant and respondent in writing.

The appeals process ends at the Administrative staff level.

XVII. **Title IX Coordinator**

Xavier University students, faculty and staff with inquiries concerning the application of Title IX to the University's programs and activities, or for inquiries regarding allegations of sexual misconduct are encouraged to contact:

Title IX Coordinator for Xavier University of Louisiana

Mr. Kevin E. Wolf
Associate Vice President
Office of Human Resources
Xavier South Building, 4th Floor, Suite 410
(504) 520-5281
kwolf@xula.edu

Title IX Deputy Coordinator for Xavier University of Louisiana
Dr. Ashley Baker
Chief Inclusion Officer/Deputy Title IX Coordinator
Office of Inclusion and Social Justice
University Center, Suite 305B
abaker12@xula.edu

XVIII. **Responsibilities of the Title IX Coordinator**

The Title IX Coordinator's core responsibilities include overseeing the University's response to Title IX reports and complaints and identifying and addressing any pattern or systemic problems by such reports and complaints. The Title IX Coordinator and or Deputy Title IX Coordinators have knowledge

of the requirements of Title IX regulations, Xavier's policies and procedures on gender based harassment, sexual misconduct, and all complaints raising Title IX issues, even if the report or complaint was initially filed with another person or office or if the investigation will be conducted by another person or office.

XIX. Training of Person Who Are Responsible for Implementation of the University's Policies on Sexual Harassment and Sexual Misconduct

The Title IX Administrator, Title IX Coordinator, Deputy Title IX Coordinator, Title IX Investigators, Responsible Employees, and Hearing Committee participants will receive appropriate training and maintain knowledge of laws and regulations pertaining to sexual harassment or sexual misconduct.

All students, faculty and staff will be provided notice of the University's Title IX policies and procedures.

It is the responsibility of the Title IX Coordinator or Deputy Title IX Coordinator to maintain records of students, faculty and staff who have received training on the University's Title IX policies and procedures.

XX. This policy applies to all students, faculty, staff and third parties of the University and will apply and supersede all other institutional policies when an allegation of gender or sex based misconduct has been made.

VII. **Safety Policy**

It is the policy of XULA that all employees perform their duties and responsibilities in a safe manner. Supervisors are required to explain department's safety policies and ensure that all employees are in compliance with them. All employees are required to use appropriate safety devices and wear appropriate personal protective equipment while performing their work.

All employees are required:

- To comply with all XULA Occupational Health and Safety Administration (OSHA), State and Local Safety Codes and Regulations.
- To notify their supervisor or the Environmental Health and Safety Officer of unsafe working conditions.
- To immediately report a work related injury or illness to their immediate supervisor.
- To complete the designated forms as a record of his or her work related injury or illness as required by the Louisiana Department of Worker's Compensation and OSHA. Contact your immediate supervisor or Xavier University Insurance Coordinator for the appropriate forms to report a work related injury or illness.
- To contact the Student Health Services Office or University Police for first aid. If first aid is not sufficient or the injury or illness is serious or life threatening, then the employee will be transported to the emergency medical facility.
- To notify their supervisor when they will be absent from work because of a work related injury or illness.

If an employee has a question regarding a safety issue he/she may contact the Director of Environmental Health and Safety.

VIII. STAFF EMPLOYEE BENEFITS

In recognition of the influence that employment benefits have on the economic and personal welfare of each employee, XULA strives to provide a beneficial, cost-effective employee benefits program. Employees should likewise recognize that the total cost of providing a benefit program is a significant supplement to their pay.

Benefits are of two types; mandatory benefits that are determined by law and benefits that are offered at the discretion of XULA.

XULA reserves the right to add, eliminate, or modify discretionary benefit programs when it is deemed in the best interest of the University. In most instances there will be ample opportunity to provide employees with advance notice of changes.

Mandated Benefits

1. Social Security

Employees are required to contribute toward federal social security and Medicare benefits according to federal regulations. XULA also contributes towards an employee's social security benefits. Federal Law mandates the percentage that XULA and the employee contribute to Social Security and Medicare.

2. Worker's Compensation

XULA employees are covered by worker's compensation insurance while performing their duties and responsibilities. XULA pays the full premium costs for worker's compensation insurance. If an employee sustains a work-related injury or illness, the employee is eligible for workers compensation benefits including medical expenses. All work related injuries or illnesses, no matter how minor they may seem must be reported immediately to the employee's supervisor. If the employee requires first aid, the supervisor must contact University Police or Student Health Services. Employees who require medical treatment beyond first aid or when the Health Center is closed are requested to go to the designated hospital emergency room or occupational health clinic.

If an injury or illness results in lost time from work, XULA worker's compensation insurance provider will start paying the employee benefits at the level determined by state laws. Benefit payments do not start until the employee has been absent from work for seven consecutive calendar days, however an employee may use accrued sick leave if he or she will miss seven or less days from work. If the disability continues for six weeks or longer, after the date of the original injury or illness, the employee will receive retroactive pay for the first seven days of injury or illness that he or she was not paid.

Specific questions about worker's compensation should be referred to the Assistant Dean of Health Services and questions regarding payments for lost time should be referred to the Associate Vice President of Human Resources.

3. Unemployment Insurance

Depending upon circumstances connected with leaving employment with XULA, an employee may be eligible for unemployment benefits. XULA pays 100% of the cost for this benefit.

Holidays

Full time and eligible part time employees who are scheduled to work 20 or more hours per week are eligible for holiday pay.

1. XULA recognizes the following days as Paid Holidays:

New Year’s Day *	Independence Day *
Martin Luther King Jr Holiday	Labor Day
Monday prior to Mardi Gras “Lundi Gras”	Thanksgiving Day
Mardi Gras Day	Friday after Thanksgiving
Holy Thursday	Christmas Eve *
Good Friday	Christmas *

*These are paid holidays only if they occur Monday through Friday. A published bulletin will be distributed to all departments which will indicate the paid holidays for each calendar year.

XULA reserves the right to change, add, or delete paid holidays depending on the discretion of the University.

2. Holiday Pay

To be eligible for holiday pay, an employee must be benefit eligible and work or use their vacation time on the last regularly scheduled workday preceding the holiday and their first regularly scheduled workday following holiday (unless the employee is on certified FMLA). A biweekly employee who works on a paid holiday will be paid for hours worked and holiday pay. For example: an employee who works 7 hours per day will be paid 7 hours per holiday pay. An employee who works 4 hours per day will be paid 4 hours of regular pay and 4 hours of holiday pay.

Vacation Leave

Regular full time and eligible part time employees who have completed their evaluative period of service are eligible for vacation leave. Temporary employees and volunteers are not eligible for this benefit.

Vacation Leave Accrual

Years of Service	7 Hour Day	8 Hour Day	Annual Vacation Accrual	Total Maximum Vacation Accrual
0-4	5.84 hours/month	6.67 hours/month	10 days	20 days
5-15 years	8.74 hours/month	10.00 hours/month	15 days	30 days
16 years	9.40 hours/month	10.80 hours/month	16 days	32 days
17 years	9.92 hours/month	11.33 hours/month	17 days	34 days
18 years	10.50 hours/month	12.00 hours/month	18 days	36 days
19 years	11.08 hours/month	12.66 hours/month	19 days	38 days
20 years or more	11.66 hours/month	13.33 hours/month	20 days	40 days

A "Vacation Leave Request Form" must be completed and approved by the employee's supervisor prior to taking vacation leave. Every consideration will be given to the employee's preference for vacation dates; however, vacation leave will be granted only for periods during which the employee's absence will not adversely affect the department and/or XULA.

Total maximum vacation leave is not to exceed 2 times the annual vacation accrual total based upon years of services.

An employee who reaches their maximum vacation accrual total will no longer accrue vacation hours until their accrued vacation balance falls below their maximum vacation balance. Example: An employee with 0-4 years of service who accrues 160 hours of leave time will no longer accrue time until they take time off to reduce their balance below 160 hours.

Employees who separate from employment will be paid all unused accrued vacation. All vacation payouts are subject to an audit by the payroll department.

Sick Leave

Regular full time and eligible part time employees who have completed their evaluation period of service are eligible for sick leave. Employees who are scheduled to work less than 20 hours in a work week, (voluntary and or temporary are not eligible for sick leave.

Sick leave is defined as an absence from work due to an illness, an injury, or visits to a healthcare provider. Sick leave is a benefit for eligible staff employees, which provides income only during the employee's personal illness or injury. The employee may also use sick leave to care for an ill or injured spouse, dependent child, or parent.

Sick leave is accrued at the rate of one (1) day per month not to exceed 90 days total (i.e. eight (8) hour work day earns eight (8) hours per month; seven (7) hour work day earns seven (7) hours per month, and four (4) hour work day earns four (4) hours per month. Sick leave starts accruing on the first calendar day of the month following the employee's date of hire.

Paid sick leave is based on the employee's regular rate of pay at the time of illness. Accrued sick leave is not considered as an earned wage and employees will not be paid for accrued sick leave upon separation of employment. Sick leave may not be taken after the employee has notified his or her supervisor of their intention to resign from their employment or while the employee is on a disciplinary suspension.

Bereavement Leave

Only benefit full time and part time employees (who are working at least 20 hours in a single work week) may take bereavement leave.

A bereavement leave of up to three days without loss of pay shall be granted in event of spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law. An employee may request the use of vacation leave or leave without pay if additional time is needed. Approval from the employee's supervisor is needed when granting vacation leave or leave without pay for bereavement purposes.

Bereavement leave will not be granted in the event of death of other relatives; however, the employee may request vacation leave. Verification may be requested at the discretion of the supervisor. Bereavement leave will be paid only for regularly scheduled hours.

Employees must notify their immediate supervisor if he or she is unable to come to work because of an illness or injury. If an employee is unable to notify his or her supervisor because of their medical condition, the employee should ask a reliable person to notify their supervisor. If an employee fails to properly notify his or her supervisor of his or her absence, the employee will be subject to disciplinary action.

- An employee who is absent for three consecutive days because of an illness or injury must have documentation from their physician that he or she is eligible to return to work.
- If the employee is absent for five consecutive days, XULA may designate the time off as Family and Medical Leave, if the employee is eligible for FMLA.

Vacation Leave and Sick Leave Policy for Administration New Hires and Status Changes

1. New Hires: Vice Presidents, Associate Vice Presidents, Deans, and Associate Deans

Sick Leave is accrued at a rate of eight (8) hours per month with a maximum accumulation of 90 days. No payout upon separation from employment. Upon hire Vice Presidents, Associate Vice Presidents, Deans, and Associate Deans will receive 20 days of vacation (160 hours), and 12 days of sick leave. Vacation leave will accrue each month according to the staff leave schedule (i.e. new hires will accrue to 6.7 hours/month).

2. Faculty Changing Status to Administrative Staff (Vice Presidents, Associate Vice Presidents, Deans, and Associate Deans)

Upon change to Administrative Staff the faculty member will receive 20 days of vacation (160 hours). Sick leave will accrue at a rate of eight (8) hours per month with a maximum accumulation of 90 days. No payout upon separation from employment. Vacation leave will accrue each month based on years of service with a maximum accrual of 40 days (320 hours).

3. Faculty Changing Status to Staff

Sick leave will accrue at a rate of eight (8) hours per month with a maximum accrual of 90 days. Sick leave not payable upon separation from employment. No option to carry over faculty sick leave. Vacation leave will accrue based on years of service with a maximum accrual of 40 days (320 hours).

Faculty will receive eight (8) hours of vacation for every year of employment as a faculty to the accrual maximum.

4. Staff Changing Status to Faculty on 10 Month Contract

All accrued vacation will be paid to the employee prior to the effective date of the change from staff to faculty. As a faculty member, the employee will no longer be eligible to accrue vacation leave.

5. Staff Changing Status to Library Faculty and Teaching Faculty on 12 Month Contract

All accrued vacation will be paid to the employee prior to the effective date of the change from staff to library, or teaching faculty. As a library faculty member, the employee will no longer be eligible to accrue vacation leave. Upon change to library or teaching faculty or 12 month, the employee will receive 22 days of vacation. The vacation accrual will automatically reset each August 1st with 176 hours. No annual carryover.

Sick leave will be based on the faculty sick leave policy. No payout upon separation from employment. No option to carryover faculty sick leave.

Family and Medical Leave Policy

1. Policy

It is the policy of XULA to grant up to 12 weeks of FMLA leave during any 12 month period to eligible full and part time staff for the birth of a child or to care for a child; for the placement of a child for adoption or foster care; to care for a spouse or an immediate family member with a serious health condition; when the staff employee is unable to work because of their own serious health condition or injury; and to care for a spouse, son or daughter, parent, or next of kin of a covered military service member with a serious injury or illness.

Once the leave period is concluded, XULA will reinstate the staff employee to the same or an equivalent job with equivalent benefits, pay, and other terms or conditions of employment.

FMLA leave is unpaid leave and an employee must use accrued sick leave or vacation leave or a combination of the two to receive compensation while on FMLA leave.

2. Eligibility

In order to qualify for FMLA, the employee must meet the following length of employment conditions:

- a. Regular full time and eligible part time employees must have worked for a minimum of 12 months or 52 weeks and a minimum of 1250 hours during the twelve month period prior to the start of FMLA leave.
- b. If the FMLA leave is for the birth of a child or to care for a dependent child and both the husband and wife are employed with XULA, the husband and wife are entitled to a

combined total of 12 weeks of FMLA leave. Unmarried (domestic) partners or individuals who are not legally married are not covered by XULA's Family and Medical Leave Policy.

3. Types of Leave Covered

In order to qualify for FMLA under this policy the eligible employees must be taking the leave for one of the following reasons:

- a. The inability of the employee to perform the essential duties and responsibilities of his or her position because of a serious health condition.
- b. The birth and care of a newborn child.
- c. The adoption of a child or receiving a child for foster care.
- d. The care of a spouse, dependent child or parent with a serious health condition. (Parent is defined as mother, father or someone who functioned as a mother or father). In-laws are not covered by the FMLA leave and unmarried partners are excluded.
- e. In order to care for a service member with a serious illness or injury if the employee is the spouse, son, daughter, parent or next of kin of the service member.
- f. Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty in the National Guard or Reserves (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Note: The Family and Medical Leave Act has been amended to provide an eligible staff employee who is the spouse, son, daughter, parent or the next of kin of a covered military service member with a serious illness or injury the ability to take up to 26 weeks of leave. The leave shall only be available during a single 12 month period.

4. Medical need for Intermittent/Reduced Schedule Leave

The FMLA leave permits staff employees to take leave on an intermittent or on a reduced leave schedule under certain conditions. Intermittent leave may be taken for the birth of a child, (and to care for such child, and for the placement of a child for adoption or foster care). Leave for a serious health condition (either the staff employee's or family member) may be taken intermittently or on a reduced leave schedule when medically necessary.

Staff employees requiring intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt XULA or their department's operations. In addition, XULA may assign a staff employee to an alternative work schedule with equivalent pay and benefits that better accommodate the staff employee's intermittent or reduce leave request. If the healthcare provider cannot accommodate the employee or their family member at a time that would not be disruptive to XULA or the staff employee's department, then the employee will be provided time off. The healthcare provider will be the final decision maker regarding an employee's appointment times and treatment.

5. Procedure for Requesting Leave

- a. When a staff employee plans to take leave under this policy, the employee must complete a FMLA Request Form and submit it to his or her supervisor at least 30 days prior to the starting date of the leave. If the reason for the staff employee's leave is a bonafide medical emergency then the staff employee or their designee must contact the employee's supervisor within two days of the occurrence.
- b. The employee's supervisor completes the employer section of the Certification of Health Care Provider for Employee's Serious Health Condition form and sends the approved leave request to the Director of Human Resources or his designee for final approval. The 30 day notice will not be required in the case of FMLA resulting from the faculty member being hospitalized because of a bona fide medical emergency.
- c. The staff employee must go to the Human Resources Department where the FMLA process, rights and responsibilities will be explained. The staff employee will be given the following forms that must be completed and returned to Human Resources before starting the FMLA leave:
 - FMLA Leave Request Form
 - Certification of Healthcare Provider for Employees with a serious health condition
 - Notice of Eligibility and Rights and Responsibilities (FMLA)
 - Designation Notice
 - Certification of Qualifying Exigency for Military Leave (if applicable)
 - Certification for Serious Injury or Illness of Covered Service Member for Military Leave (if applicable)

6. Certification of Serious Medical Condition

If a staff employee requests FMLA because of his or her own serious health condition, or the serious health condition of a spouse, dependent, child or parent, XULA will ask the staff employee to obtain certification of the serious health condition from a licensed healthcare provider. The staff employee must respond within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide a certification by a licensed healthcare Provider will result in a denial of continuation of FMLA. Using the Medical Certification form, which may be obtained from the Office of Human Resources, can provide medical certification.

The FMLA permits XULA to ask for a second opinion. If it is necessary to resolve a conflict between the original certification and the second opinion, XULA and the employee will jointly select a third doctor and the opinion of that doctor will be considered final.

7. Employee Status and Benefits during FMLA Leave

While the employee is on FMLA, XULA will continue to pay its contributions toward the employee's insurance benefits as long as the employee continues to pay his/her share of the premiums.

XULA will not make contributions to the employee's retirement plan while the employee is on unpaid FMLA.

8. Use of Paid and Unpaid Leave

If a staff employee requests FMLA and the staff employee has accrued paid sick or vacation leave, the staff employee must use paid leave first as part of the 12 weeks of leave and if the staff employee does not have enough accrued leave to cover the FMLA absence, the remaining time will be taken as unpaid leave.

9. Employee Status After Returning from Family and Medical Leave

An employee who takes FMLA will be offered upon return from leave, the same job or one which entails substantially equivalent skill, effort, responsibility, authority, equivalent status, pay, benefits and other employment terms provided the leave (paid or unpaid) does not exceed 12 weeks. Upon return from FMLA the employee will be restored to the same benefits as if he or she continued to work the entire time that he or she was on FMLA.

10. Returning from Family and Medical Leave

An employee who is on FMLA must give his/her supervisor two weeks' notice prior to returning from FMLA. If the staff employee is on FMLA because of his/her own serious health condition, the employee must obtain a physician's letter authorizing the employee to return to work. The physician must also list any restrictions the staff employee may have or accommodations the staff employee may need in performing the essential functions of his/her position.

Health Insurance

A health insurance plan is available to all eligible full time and part time employees. Eligible employees may enroll themselves and their eligible dependents (legally married spouses and children up to age 26 unmarried) in the healthcare plan at the beginning of their employment or during the "open enrollment" period or during a qualifying event. (An open enrollment period is a designated period when employees who did not enroll in a benefit plan during the first thirty days of employment may enroll themselves and any eligible dependents). **Unmarried partners are not eligible for health insurance coverage.** Health insurance coverage begins on the first day of the month following the employee's date of hire. Health insurance

coverage terminates the last day of the month in which an employee is no longer employed with XULA or is no longer in a benefit eligible position. The plan document or the Director of Human Resources will determine the specific timelines for initial enrollment and open enrollment. Information about changes, cessation of enrollment, continuation of coverage after separation from employment and portability, will be found in the plan document. XULA determines the amount that it will contribute to the employee's health insurance premium. Eligible employees will be responsible for paying the difference between XULA's contribution and the actual premium cost.

For additional information on XULA health insurance plan, contact the Office of Human Resources.

HIPAA Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Xavier University's Pledge to You

This notice is intended to inform you of the privacy practices followed by the XULA Group Health Plan. It also explains the federal privacy rights afforded to you and the members of your family as plans participants covered under a group plan.

As a plan sponsor, XULA often needs access to health information in order to perform plan administrator functions. We want to assure the plan participants, covered under our group health plan, that we comply with federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information comply with the privacy practices outlined below.

Uses and Disclosures of Health Information

Health Care Operations

The Office of Human Resources disclose health information about you in order to perform plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand participant utilization and to make plan design changes that are intended to control health care costs.

Payment

The Office of Human Resources may also use or disclose identifiable health information about you without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a health care provider that provided treatment to you will provide us with your health information. We use that information in order to determine whether those services are eligible for payment under our group health plan.

Treatment

Although the law allows use and disclosure of health information for purposes of treatment, as a plan sponsor we generally do not need to disclose your information for treatment purposes. Your physician or health care provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and health care operations.

Pursuant to your Authorization

When required by law, we will ask for your written authorization before using or disclosing your identifiable health information. If you choose to sign an authorization to disclose information, you can later revoke that authorization to cease any future uses or disclosures.

Individual Rights**Right to Inspect and Copy**

In most cases, you have a right to inspect and copy the health information we maintain about you. Your request to inspect or review your health information must be submitted in writing to the Director of Human Resources.

Right to an Accounting of Disclosures

You have a right to receive a list of instances where XULA Office of Human Resources have disclosed health information about you for reasons other than treatment, payment, health care operations, or pursuant to your written authorization.

Right to Amend

If you believe that information within your records is incorrect or if important information is missing, you have a right to request that we correct the existing information or add the missing information.

Right to Request Restrictions

You may request in writing that we not use or disclose information for treatment, payment, or the administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request, but are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications

You have to receive confidential communications containing your health information. We are required to accommodate reasonable request. For example, you may ask that we contact you at your place of employment to send communications regarding treatment to an alternate address.

Right to Receive a Paper Copy of this Notice

If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below. We are required by law to protect your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significance change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our notice at any time.

If you have any questions or concerns, please contact:
Adicia Waddell, Director of Human Resources, Benefits Administrator
Xavier University of Louisiana
1 Drexel Drive, Box 104
New Orleans, LA 70125
504-520-7537, awaddel1@xula.edu

Complaints

If you are concerned that XULA have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services- Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit www.hhs.gov/ocr for further information.

Life Insurance (Basic)

XULA provides basic life insurance to full and eligible part time employees. This benefit is provided at no cost to employees. The amount of insurance is equivalent to one times the employee's annual salary. Please contact the Office of Human Resources for specific Information.

Long Term Disability

All full time regular employees who have completed one month of employment are eligible for long term disability benefits at no cost to the employee. Eligible full time employees who have a disabling illness or injury must complete a three-month waiting period before benefits become available to the employee. Please refer to the summary plan description or contact the Office of Human Resources for specific information.

Life Insurance (Voluntary)

In addition to the basic life insurance plan, full time and eligible part- time employees may elect to participate in a voluntary life insurance plan. Specific information about voluntary life insurance is available from the Office of Human Resources. This benefit is paid entirely by the employee through payroll deduction.

Dental Insurance (Voluntary)

Dental insurance is available to eligible full and part-time employees and their eligible dependents. Unmarried partners are not eligible for dental insurance coverage. Enrollment forms and summary plan description are available from the Office of Human Resources.

Retirement Plans (Voluntary)

Xavier University of Louisiana now offers a choice regarding our 403(b) Matching and Supplemental Retirement Plans through either TIAA or VOYA. All eligible employees have the opportunity to save for retirement by participating in the XAVIER UNIVERSITY 403(b) plans. You can participate in this plan by making pre-tax contributions. Contact the Office of Human Resources for details.

It is the responsibility of the employee to notify the Office of Human Resources upon eligibility for their match.

STAFF EMPLOYEE BENEFITS

LONG TERM DISABILITY

Vision Insurance (Voluntary)

Vision insurance is available to eligible full and part-time employees and their eligible dependents. Unmarried partners are not eligible for vision insurance coverage. Enrollment forms and summary plan description are available from the Office Human Resources.

Ancillary Insurance Plans (Voluntary)

Short Term Disability
Critical Illness

Voluntary Life/AD&D *Accident Insurance*
Long Term Disability *Life Lock*

Employees may enroll in the insurance programs that would provide the employee and or eligible dependents specific payments or reimbursements according to the provisions of the selected plans.

These benefits are only available during open enrollment and is available to eligible Full time & Part time .

Flexible/HSA Benefits Plan (Voluntary)

XULA'S Flexible/HSA Benefits Plan allows eligible employees to pay for their dependent childcare expenses, unpaid health, and dental insurance expenses for themselves and their eligible dependents, with pre- tax dollars. Information about the Flexible and HSA Benefit Plans and enrollment forms are available from the Office of Human Resources.

Credit Union (Voluntary)

Membership enrollment in the XULA Federal Credit Union is voluntary and is available for regular full and part-time employees and their eligible dependents. XULA Federal Credit Union is not a part of XULA but a separate legal entity that is either owned or operated by XULA. The employee should contact the XULA Federal Credit Union for specific information.

Travel

Travel for XULA business, not including travel to and from the employee's regular work location, when not provided by XULA, shall be reimbursed at the approved rate. Out of town expenses must be approved in advance. Requests for reimbursements of travel expenses must be submitted within the time specified in order for the employee to be reimbursed under this policy. If an employee owes XULA money from a travel advance or university credit card, the money is to be repaid according to the guidelines established by the university policy. Employees must comply with the university policies regarding completing travel expense documents and reimbursing the university for any monies owed. Failure to comply with these policies will result in the debt owed XULA being deducted from employee's paycheck and the credit card being returned to XULA. XULA may also invoke corrective action if the employee fails to comply with the XULA travel policies approved

EDUCATIONAL ASSISTANCE

STAFF EMPLOYEE BENEFITS

Educational Assistance Policy

- I. Full Time Faculty/Staff Employees with one or more years of employment are eligible. Employee must maintain eligibility status (Employment for one year and full time).
 - Spouse and any unmarried dependent children, up to age 24.
 - May enroll as an undergraduate student Xavier University
 - Courses can be taken without incurring any tuition costs during fall and spring semesters.
 - Undergraduate program limited to 9 semesters.
 - There are several scenarios for COP. If the student is admitted into the University as an incoming freshman and matriculates to a P1 the student is considered as an undergraduate. Freshman to P1 is 7 semesters. After the P1 year the student is a graduate student and no longer meets the undergraduate criteria. If the student is a

transfer student with 74 or more hours or a prior degree the student is considered a P1 graduate student and does not meet the criteria at all.

- Graduate program limited to 5 semesters.
 - Tuition waiver will only be granted in pursuit of a spouses/dependent's first undergraduate degree.
- All Graduate programs are subject to a tuition wavier of 1/3 tuition in their perspective college. P1-P4,
- Spouse and any unmarried dependent children, up to age 24
 - Students must maintain a cumulative 2.0 grade point average in all undergraduate and graduate programs.
 - A score below cumulative 2.0 will result in placement on academic probation for one additional semester only.
 - If grade point average is not restored at or above 2.0 cumulative, continued enrollment at the University will continue at the expense of the student.

Definitions:

Spouse – Defined as the employee's legally married partner.

Dependent Children – Defined as the employee's biological, adopted, and step children; or a dependent child that is under the legal guardianship of the employee for at least three years prior to the initial request for tuition waiver.

- An appeal to waive the three year legal guardianship provision can be submitted for consideration as a result of extraordinary circumstances.
- An IRS transcript to verify dependency status may be required (if applicable).

EDUCATIONAL ASSISTANCE

STAFF EMPLOYEE BENEFITS

****Special Note: Financial Need**

In order to be considered for a tuition waiver, the spouse and/or dependent child must apply for federal financial aid and complete a Free Application for Federal Student Aid (FAFSA). The amount of the employee's spouse and dependent tuition waiver will be awarded on the basis of financial need as determined by the information provided on the FAFSA.

When the spouse and/or dependent tuition wavier, is combined with federal, state, financial aid grants, State of Louisiana Scholarships, University academic scholarships, housing grants and private scholarships (administered or affiliated by the University), exceed the recipient's direct cost (tuition, fees, room and board) the amount of the University's tuition wavier will be adjusted accordingly.

I. Staff/Faculty Educational Assistance

i. Employee must be full time and have successfully completed their evaluation period.

- Eligible to attend one course per semester tuition free in the undergraduate college (Arts and Science).

- With the approval of their immediate supervisor.
 - The course can be taken during regular office hours.
 - The subject must be related to present work or anticipated future assignments.
- ii. One third tuition waiver for graduate school tuition is available to staff who pursue graduates courses.

UNPAID LEAVE OF ABSENCE

STAFF EMPLOYEE BENEFITS

Unpaid Leave of Absence

Leave extending beyond the maximum number of accrued vacation days may be granted to eligible exempt and non-exempt employees. In special cases, inactive employment leave of absence may be granted for periods not to exceed one year. A request for an unpaid leave of absence must be approved by the supervisor and the vice president for the employee's area. Final approval by the President may be required before an unpaid leave of absence is taken.

During an unpaid absence, the employee will be responsible for continuing their insurance benefits by making the appropriate premium payments. Arrangements for payment must be made in advance with the Office of Human Resources. Failure to continue payments will result in benefits being cancelled. The maximum time off for an unpaid Leave of Absence is one year. An employee on an unpaid leave of absence is not guaranteed reemployment.

Court Leave

Leave may be authorized for an employee summoned to appear in court as a juror or as a witness. Any employee called for jury duty must notify his or her supervisor upon receipt of summons. The following procedure will also apply:

1. Before court leave will be granted, an employee must show his or her supervisor the summons or subpoena, which requires his or her attendance in court.
2. Upon the completion of court leave, an employee must submit, to his or her supervisor, a certificate of attendance signed by an appropriate court official.
3. The employee serving as a juror or as a witness is expected to return to work if he or she is dismissed prior to noon.
4. The employee will be paid at his or her regular rate of pay for any time involved with court leave.

Military Leave

An employee who enlists for active military service or an employee who is a Reservist or in the National Guard and is required to serve on active military status will be placed on unpaid military leave for the duration of his or her active military duty. Upon compliance with applicable laws or regulations, an employee will be returned to the employment of XULA upon discharge from active military duty. At that time, XULA will comply with applicable laws and regulations and may pursuant to such law, return the person to his or her former position or one that is similar in seniority, status, and pay within two or three weeks after re-application. The employee will retain seniority for purposes of benefits upon his or her return to work. For details of procedures to be followed in seeking re-employment, employees should contact the Office of Human Resources.

An employee who is in the National Guard or Reserves and is required to serve an annual training period will be placed on military leave. During the military leave of absence the employee will not receive compensation

from XULA, unless the employee directs the Office of Human Resources that he or she would like to use accrued vacation. During a military leave for training purposes XULA will continue to contribute towards the employee's benefits, however the employee is contributing to the retirement plan, XULA will continue to make contributions on behalf of the employee.

The following procedures will be used for requesting Military Leave

1. The employee who is requesting military leave is to present their military leave orders to their supervisor thirty (30) days prior to taking military leave unless there is a national or state emergency which requires immediate call up of the employee. A copy of the leave order is to be sent to the Office for Human Resources for processing.
2. Staff employees in academic departments are to send a copy of their military leave order to the Dean of College of Pharmacy or the Dean for The College of Arts and Sciences.

When an employee is discharged from active military service the employee is to notify his or her supervisor thirty days prior to returning to work.

Lactation Accommodation

Policy

Employees who wish to express their breast milk during the work day must notify their Department Chairperson or Supervisor upon returning from FMLA after the birth of their child, that they will need break time for this purpose. Employees are to further notify the Department Chairperson or Supervisor of the amount of time that they may need to express their milk and when they are leaving their work area for a break to express their breast milk.

Designated Place for Lactation

The University has designated the following locations for employees to express their breast milk;

Dedicated Location:

***University Center
Room 305E***

If an employee has a question regarding this policy she may contact the Office Student Health Services at (504) 520-7358.

VIII. GENERAL POLICIES AND PROCEDURES

Family Educational Rights and Privacy Act

The **Family Educational Rights and Privacy Act** of 1974 (**FERPA** or the **Buckley Amendment**) is a United States federal law codified at 20 U.S.C. § 1232g, with implementing regulations in title 34, part 99 of the Code of Federal Regulations. The regulations provide that educational agencies and institutions that receive funding under a program administered by the U.S. Department of Education must provide students with access to their education records, an opportunity to seek to have the records amended, and some control over the disclosure of information from the records. With several exceptions, schools must have a student's consent prior to the disclosure of education records. Examples of situations affected by FERPA include school employees divulging information to someone other than the child's parents about a child's grades or behavior, and school work posted on a bulletin board with a grade.

This privacy policy also governs how state agencies transmit testing data to federal agencies.

The law allows students who apply to an educational institution such as graduate school permission to view recommendations submitted by others as part of the application. However, on standard application forms, students are given the option to waive this right.

FERPA specifically excludes employees of an educational institution if they are not students.

The act is also referred to as the Buckley Amendment, named for one of its proponents, Senator James L. Buckley of New York.

Conflict of Interest Policy and Disclosure Form

I. Purpose and Scope of the Policy

a. Purpose

The purpose of this policy is to avoid both actual and apparent conflicts of interest between Principal Investigator's (PIs) federally sponsored project obligations and private financial interests.

Federal regulations require institutions to have policies and procedures that ensure that PIs disclose any significant financial interests that may present an actual or potential conflict of interest in relation to federally sponsored projects. Such disclosure must be made prior to the submission of a proposal for funding or at the time a potential conflict develops during the conduct of a funded project.

b. Scope

This policy shall apply to all federally funded projects. As described below, the University may elect to apply the disclosure requirements of the Policy to certain University managed programs if those programs so request, and if the Associate Vice President for Resource Development subsequently grants their requests.

Xavier University's Conflict of Interest Policy is consistent with Public Health Service Regulations, "Objectivity in Research," 42 CFR, Part 50.603; 45 CFR, Part 94.3; and National Science Foundation regulations, "Investigator Financial Disclosure Policy" as well as OMB Circular A-110, Subpart C – "Post Award Requirements and Procurement Standards." These federal regulations require the University to maintain appropriate written policy on conflict of interest disclosure as a condition for receiving federal grants.

II. Definitions

Designated University Official "(hereafter referred to as "Official") is the responsible administrative official with immediate supervisory authority over the PI. Normally, the Official will be the department chair. For administrative units in which there are no departments, or if the PI is a department chair, the Official will be the Dean. For Directors and Deans, the appropriate Senior Vice President will serve as the Designated University Official.

"Investigator" means the Principal Investigator and any other person at the University who is responsible for the design, conduct, and/or reporting of activities for the proposed or ongoing project. For the purposes of the requirements of the subpart relating to financial interests, "Investigator" includes the Investigator's spouse and children.

“Significant Financial Interests” (hereinafter referred as “Interests”) means anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g. patents, copyrights, and royalties from such rights); and other related interests or activities of the Investigator that possibly could affect, or be perceived to affect, the result of the research or educational activities funded or proposed for funding. The Investigator’s interests are related to a project, if the work to be performed under the project, or the results of such work, can be expected to have an impact on the Investigator’s interests. Such relationships include project subcontracts, leases and purchases. The form used for the disclosure process is called the “Conflict of Interest Disclosure Form.”

1. Inclusions – The following Interests and activities apply with respect to federally sponsored projects.

- a. Income including salary, consulting payments, honoraria, reimbursement of expenses, royalty payments, dividends, or any other payments or considerations from a single business entity or their nonprofit affiliate entity exceeding \$10,000 per annum when aggregated for the Investigator, the Investigator’s spouse and dependent children.
- b. Equity in the form of stock, stock options, real estate, or any other investment of ownership representing more than a 5% interest for any one entity when aggregated for the Investigator, the Investigator’s spouse and dependent children.
- c. A position as director, officer, partner, trustee, or member of board of directors of any business entity.

2. Exclusions

- a. Income from seminars, lectures, or teaching engagements sponsored by public or non-profit entities.
- b. Income from service on advisory committees or review panels for public or non-profit entities.
- c. Salary, royalties, or other remuneration from a single business entity or any ownership interests in that entity is an applicant under the Small Business Innovation Research Program or Small Business Technology Transfer Program.
- d. Stock holdings such as diversified or mutual funds where the Investigator is unaware of specific stocks held.

The Office of the Associate Vice President for Resource Development will review all issues related to this policy.

III. Disclosure Requirements

Investigators must fully disclose to the Office of the Associate Vice President for Resource Development all interests for each federal project at the time the proposal to fund the project is submitted. Disclosure must be made on the Proposal Clearance Form, indicating the possible conflict of interest. Likewise, Investigators must provide updates of such Interests on an annual basis and/or whenever they acquire new Interests.

IV. Review, Management or Elimination of Conflict of Interest

When an Investigator has Interests that would reasonably appear to be directly or significantly affecting the federally sponsored project, the Provost and Senior Vice President, based on recommendations from the Associate Vice President for Resource Development and Associate Vice President for Academic Affairs, may rule that the project may not proceed. In situations where reasonable doubt exists about the conflict of interest, certain conditions or restrictions may be imposed. These may include, but are not limited to:

- a. Public disclosure of Interests;
- b. Monitoring of the project by independent reviewers;
- c. Modification of the project or plan;
- d. Disqualification from participation in all or a portion of the project;
- e. Divestiture of Interests; and/or
- f. Severance of relationships that create actual or potential conflicts.

V. Appeal Process

An Investigator may appeal the decision made by the Provost and Senior Vice President. Such appeal should be brought before the University Research Committee whether the project involves research, education and/or program development. This Committee will review the conflict and make recommendations to the President to either accept the decision or suggest a modified plan.

VI. Sanctions

Failure to file a complete Conflict of Interest Disclosure Form for a federally sponsored project will be grounds for disciplinary action imposed by the Provost and Senior Vice President. In addition, failure to comply with requirements to file a complete and accurate disclosure may result in the termination of current awards and/or the Investigator becoming ineligible to receive future awards.

Administration of Policy

This policy will be administered in the Office of the Associate Vice President for Resource Development.

PRINT Name: _____

ANNUAL CONFLICT OF INTEREST
Disclosure Form

A conflict of interest may relate to the designated employee, their spouse, family members, business interests, and/or associates. Conflicts of interest may arise when one party has the ability to significantly influence the management or operating policies of the other, to the extent that one of the transacting parties might be prevented from fully pursuing the interests of Xavier University of Louisiana rather than his/her own separate interests. I have carefully read the Conflict of Interest Policy and in completing this Annual Disclosure Form, I have considered not only the literal expression of the policy, but also its intents. I hereby certify that, except as hereinafter stated, I do not, to the best of my knowledge: (1) have any of the conflicting interest relations with any person or firm of the classes listed in Section III of the Conflict of Interest Policy; and (2) I have no interests conflicting with the interests of this University, nor do I have any relationship that may appear conflicting.

(Signature)

(Date)

The Exceptions Are: _____

Conflict of Interest Policy for Officer's & Key Management

Xavier University of Louisiana Conflict of Interest Policy for Officers and Key Management Employees

I. Purpose of Policy

Xavier University is a nonprofit, tax-exempt entity that receives charitable contributions from the public and grants from federal, state and local agencies. Maintenance of the University's tax-exempt status is important both for its continued financial stability and for the receipt of contributions, public support, gifts and grants. Therefore, the federal government, state, local, corporate and individual contributors view the operations of the University as a public trust, accountable to both governmental authorities and members of the public.

Among the University and its Board of Trustees (the Board), officers, and key management employees there exists a fiduciary duty, which carries with it a broad and unbending duty of responsibility. The Board of Trustees, officers, and key management employees are responsible for administering the affairs of the University honestly and prudently, and for exercising their positions shall exercise the utmost good faith in all transactions involved in their duties and they shall not use their positions with the University or knowledge gained for their personal services must be addressed on a basis that secures for the University full competitive advantages as to product, service, and price

II. Policy

This policy has been prepared to ensure that both actual and apparent conflicts of interest involving officers, key management employees as well as those employees annually designated by the Board who influence the actions of the University or the Board, or make commitments on their behalf are either avoided or properly disclosed. All personnel such as officers (President, Senior Vice-Presidents, Vice Presidents), all other persons who might be described as "key management personnel" including Deans, Associate Deans and Associate Vice-Presidents, Departmental Chairpersons and Directors and all who have proprietary information concerning the University are included within the scope of this policy. Such personnel are hereinafter described as designated employees.

III. Conflict of Interest

Although most conflicts of interest that arise maybe deemed inconsequential, it shall be the responsibility of each designated employee of the University to ensure that the Board of Trustees, the President and Provost and Senior Vice President is made aware of situations that involve personal, familial, or business relations that could be troublesome for the University. The following definitions are provided to assist designated employees in determining whether a conflict of interest exists.

A conflict of interest may arise in the relations of designated employees with any of the following third parties:

- Persons or entities supplying goods and services to the University.
- Persons or entities from which the University leases property and equipment.
- Persons or entities with whom the University is involved with or planning to be involved with in connection with the gift, purchase, or sale of real estate, securities, or other property.
- Persons or entities paying honoraria or royalties for products or for services delivered by the University for its agents or employees.
- Other nonprofit Organizations.
- Donors and others supporting the University.
- Agencies, organizations, and associations that affect the operations of the University.

A material conflicting interest may be defined as an interest may be defined as an interest, direct or indirect, between any person or entity previously identified and a designated employee, which might affect, or might reasonably, by thought by others to affect, the judgment or conduct of a designated employee of the University. A conflict of interest might arise through:

IV. Direct Conflicts of Interest

- Owning stock or holding debt or other proprietary interests valued at more than \$10,000 in any third party involved with the University, except equity in a publicly traded company amounting to less than 5 percent ownership in the company.
- Holding office, serving on the Board of Directors, participating in management, or being otherwise employed (or formerly employed) by any third party involved with the University.
- Receiving remuneration for services with respect to individual transactions involving the University.
- Using the University's personnel, equipment, supplies, or goodwill for other than University-approved activities, programs, and purposes.
- Receiving personal gifts or loans from third parties involved with the University. (Receipt of any gift is disapproved except gifts of nominal value, which could not be refused without discourtesy. No personal gift of money should ever be accepted.)
- Obtaining an interest in real estate, securities, intellectual property or other property valued at \$10,000 or more that the University might consider buying or leasing.
- Expending staff time during the University's normal business hours for personal affairs or for other Universities/Organizations, civic or otherwise, to the detriment of work performance for the University.

V. Indirect Conflicts of Interest

As previously discussed, conflicting interest may be indirect. A designated employee will be considered to have an indirect interest in another entity or transaction if any of the following also have an interest:

- A family member of the designated employees. (Family member is defined for these purposes as all persons related by blood or marriage).
- An estate or trust of which the designated employee or member of their family is a beneficiary, personal representative, or trustee.
- A company of which a member of the family of the designated employee is an officer, director, or employee, or in which they have ownership or other proprietary interests.

VI. Other Conflicts of Interest

Designated employees shall not encourage or accept gifts, favors or gratuities, for themselves or family members, from any individuals or entity that to the designated employee's knowledge has, or seeks to have a business relationship with the University.

If a designated employee becomes aware of a business, investment or other potentially valuable opportunity that rightfully belongs to the University, and not to the designated employee individually or another entity with which the designated employee is affiliated, the designated employee shall bring the opportunity to the attention of the Board.

Designated employees may not use confidential information acquired as a result of service to the University for any purpose unrelated to the University's business, or provide such information to any third party, without the consent of the Board. Inappropriate use of University information, includes, but is not limited to, use or disclosure of information to engage, invest or otherwise participate in any business, project, venture or transaction other than through the University.

The areas of conflicting interest previously discussed and the relations in those areas which may give rise to conflict, as previously listed, are not exhaustive. Conceivably, conflicts might arise in other areas or through other relations. It is assumed that the designated employee will recognize such areas and relation by analogy.

The fact that one of the conflicting interests previously described exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of the University. However, it is the policy of the Board of Trustees that the existence of any of the conflicting interest shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of designated employees to scrutinize their transactions with outside business interest and relationships for potential conflicts and to immediately make such disclosures.

VII. Disclosure Procedure

All designated employees are required to indicate in the Certification Section of this policy and on the Annual Disclosure Form only those relationships that they maintain (or members of his or her family maintain) with organizations that do business with the University or otherwise could be construed to potentially affect their independent unbiased judgment in light of their decision-making authority or responsibility. In the event a designated employee is uncertain as to the appropriateness of listing a particular relationship, the Senior Vice-President should be consulted.

The Certification and the Annual Disclosure Form should be submitted to the Senior Vice President (or if he is the one with the conflict, then to the President), who shall bring these matters if material to the attention of the President and subsequently the Board of Trustees Executive Committee (Executive Committee).

Prior to the Annual Disclosure, if a potential conflict of interest arises in a pending or proposed transaction or business arrangement involving the University, the designated employee shall promptly disclose to the Senior Vice-President the existence of the interest and other material information that the designated employee may have regarding the transaction or arrangement.

VIII. Disclosure Procedure, Continued

Annually, each designated employee shall sign and submit to the Senior Vice-President, an Annual Conflict of Interest Disclosure Form detailing all material financial interests, known to the designated employee, of the designated employee or a family member, in any outside entity with which the designated employee knows the University has or is considering a transaction or other business relationship, or affirming that the designated employee knows of no such interest. The Senior Vice-President should submit his/her Disclosure Form to the President.

IX. Review of Conflict of Interest

The Senior Vice-President, or the President, as appropriate, shall review the designated employees' Certification and Annual Disclosure Statements to determine whether a material conflict of interest has been disclosed. If a material conflict of interest has been disclosed, the Senior Vice-President shall promptly submit to the Executive Committee the Certification and disclosure forms together with any additional information about the current or proposed transaction or business relationship that may give rise to a conflict of interest that the President/Senior Vice-President in consultation with the Executive Committee believes may be informative.

The Executive Committee shall review the matter and determine whether there is a conflict of interest. If the interests being reviewed involve either the President or Senior Vice-President, they shall not participate in or be present during the Executive Committees' consideration of

the matter except as required by the Executive Committee may review such information as it deems pertinent, including posing questions to the interested designated employee involved. If the Executive Committee determines that there is a conflict of interest, it shall so advise the designated employee, who shall have an opportunity to address the matter with the Executive Committee.

If a conflict of interest determination is referred to the Board of Trustees, either following review by the Executive Committee or if disclosure is made in the first instance to the Board (for example, where a designated employee becomes aware of a possible conflict of interest during or just before a meeting of the Board), the Board shall decide whether a conflict of interest exists.

The Board may question the designated employee and the designated employee shall have an opportunity to address to the Board whether there is a conflict. The designated employee shall leave the Board Meeting while the members of the Board determine, by majority vote, whether the interest gives rise to a conflict of interest. If it is determined that no conflict of interest exists, the designated employee shall be informed of the Board's decision by the Senior Vice-President.

Review of Conflict of Interest, Continued

Whenever the Executive Committee holds a meeting at which a designated employee conflict of interest in a matter is disclosed, a determination regarding the existence of a conflict of interest is made, or a transaction or arrangement with respect to which the designated employee has a conflict of interest is considered. The Executive Committee's consideration of these issues shall be reflected in the minutes of the meetings.

X. Actions Not Void or Voidable

No transaction or action undertaken by the University shall be void or voidable, or may be challenged as such by an outside party, by reason of having undertaken in violation of this policy or the principles set forth herein.

Certification

I have carefully read the foregoing Statement of Policy concerning Conflicts of Interest. In signing this certificate, I have considered not only the literal expression of the policy, but also its intents. I hereby certify that, except as hereinafter stated, I do not, to the best of my knowledge: (1) have any of the conflicting interest relations with any person or firm of the classes listed in Section III of the Conflict of Interest Policy: and (2) I have no interests conflicting with the interests of this University, or do I have any relationship that may appear conflicting.

THE EXCEPTIONS ARE

If any situation should arise in the future which I believe may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the Provost and Senior Vice President.

(Signature)

(Date)

ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

A conflict of interest may relate to you, your spouse, family members, business interests, and/or associates. Conflicts of interest may arise when one party has the ability to significantly influence the management or operating policies of the other, to the extent that one of the transacting parties might be prevented from fully pursuing the interests of Xavier University of Louisiana rather than his/her own separate interests.

Considering the period from _____ to date:

1. I (or a party related to me) hold, directly or indirectly, a position of financial interest in excess of \$10,000 in an outside concern from which the University secures goods or services. _____
2. I (or a related party of mine) render directive, managerial, or consulting services to, or am an employee of an outside concern that does business with the University. _____
3. I have accepted gifts or other benefits from an outside concern that does, or is seeking to do, business with the University. _____
4. I have participated in management decisions concerning transactions that affect or benefit me, my family, or my personal financial interest (other than ordinary management decisions on employment matters such as compensation). _____
5. I (or a related party of mine) have been indebted to an Organization involved or planning to be involved with the University at some time during the above stated period. If so, please note the nature, date, terms and amount. _____
6. An organization involved or planning to be involved with the University has been indebted to me (or a related party of mine) at some time during the above stated period. If so, please note the nature, date, terms and amount. _____

*If you answered "YES" to any of these statements, please provide further explanation and information on the conflict of interest transactions, including the specific organizations that give rise to the conflict of interest

(Signature)

(Date)

COOPERATING WITH AN INTERNAL INVESTIGATION

- A.** Employees are expected to cooperate completely with an internal investigation conducted by XULA. This shall include investigations of employee while the employee is on administrative or disciplinary suspension or cooperation with the grievance committee or its representatives during grievance procedures. It shall also include investigations into any claims of discriminatory conduct, illegal conduct or other improper conduct of XULA employees or students. Failure of an employee to cooperate with any investigation as defined herein may result in corrective action or termination.
- B.** Cooperating with an internal investigation also includes providing information that is requested by a government agency (e.g., EEOC, U. S. State and local regulatory or law enforcement agencies etc.) or subpoenas issued by a court.

UNAUTHORIZED SALES, SOLICATION AND DISTRIBUTION ON XULA PROPERTY

A. Solicitation and Sales

Employees are prohibited from soliciting other employees or selling goods or services in work areas. Solicitations that are approved by the President or his designee for the benefit of XULA or community may be permitted. (i.e. United Negro College Fund, XULA fund drives and United Way).

B. Distribution Rules

Employees are not permitted to distribute printed materials of any kind in work areas without prior approval from the Vice President's Office for Student Services. XULA reserves the right to prohibit or remove any printed materials from bulletin boards at any time.

C. Non-Employee Rule

Sales, solicitation, distribution of goods or printed materials by non-employees on XULA's property is prohibited at all times.

WHISTLEBLOWER POLICY

General

Xavier University of Louisiana requires officers, deans, departmental chairpersons, faculty and administrative staff to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the University, mandates honesty and integrity in fulfilling responsibilities and complying with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all officers, deans, departmental chairpersons, faculty, administrative staff and vendors (complainant) to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No complainant who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against a complainant who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable complainants to raise serious concerns within the University prior to seeking resolution outside the University.

Reporting Violations

The University has an open door policy and suggests that complainants share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with their supervisor or not satisfied with their supervisor's response, they are encouraged to contact the Director of Human Resources. The Human Resources Director will review the complainant concerns and seek advice from the Provost and Senior Vice President and recommend appropriate action. Supervisors and managers are required to report suspected ethics violations to the University's Provost and Senior Vice President, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when a complainant is not satisfied or uncomfortable with following the University's open door policy, individuals should contact the Provost and Senior Vice President directly who shall be designated as the Compliance Officer.

Compliance Officer

The University's Provost and Senior Vice President is responsible for investigating and resolving all reported complaints and allegations concerning violations and at her discretion, shall advise the President and/or the audit committee. The Provost and Senior Vice President has direct access to the audit committee of the board of trustees and is required to report to the audit committee at least annually on compliance activity.

Accounting and Auditing Matters

The audit committee of the board of trustees shall address all reported concerns or complaints regarding accounting practices, internal controls or auditing. The Provost and Senior Vice President shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Provost and Senior Vice President will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

DOCUMENT RETENTION AND DESTRUCTION POLICY

Purpose

Xavier University of Louisiana (The University) records policy should ensure that necessary records and documents are adequately protected and maintained. Records that are no longer needed or of no value are discarded at the proper time and the obligations in retaining electronic documents, including e-mails, files, PDF documents.

Policy

This Policy represents the criteria that should be utilized regarding the retention and disposal of records and electronic documents.

Administration

***Attached, as Appendix A is a Record Retention Schedule that is approved as the initial maintenance, retention and disposal schedule for physical records of the University and the retention and disposal of electronic documents. The Provost and Senior Vice-President is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Provost and Senior Vice-President is also authorized to:

- Make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the University;
- Monitor local, state and federal laws affecting record retention;
- Annually review the record retention and destruction program; and
- Monitor compliance with this Policy.

Suspension of Record Disposal in Event of Litigation or Claims

In the event Xavier University is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the University or the commencement of any litigation against or concerning the University, such employee shall inform the Provost and Senior Vice President and any further disposal of documents shall be suspended until such time as the Provost and Senior Vice President, with the advice of counsel, determines otherwise. The Provost and Senior Vice President shall take such steps as necessary to promptly inform all staff of any suspension in the further disposal of documents.

Applicability

This Policy applies to all physical records generated in the course of Xavier University's operation, including both original documents and reproductions. It also applies to the electronic documents described previously.

Appendix A – Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION

- Accounting and Finance
- Contracts
- Corporate Records
- Electronic Documents
- Payroll Documents
- Personnel Records
- Property Records
- Tax Records
- Contribution Records

The following are the University's prescribed retention periods. These apply to both physical and electronic documents. If a physical copy of an electronic document is not retained, the means to "read" the electronic document must be retained.

ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable & Accounts Receivable ledgers and schedules	Three (3) years
Annual audit reports and financial statements	Permanent
Annual audit records including work papers and other documents that relate to the audit	Seven (7) years after completion of audit
Bank statements, reconciliations and cancelled checks	Three (3) years
Credit card numbers	Should not be retained any longer than immediate business needs and merchant account agreements dictate
Employee expense reports	Three (3) years
Grant records (after close)	Three (3) years
Invoices and purchase orders	Three (3) years
General ledgers and journal entries	Permanent
Notes receivable ledgers and schedules	Seven (7) years after final receipt
Investment records	Seven (7) years after sale of investment
Cash records	Seven (7) years
Chart of Accounts	Permanently
Depreciation schedule	Permanently

CONTRACTS

Record Type	Retention Period
Contracts and related correspondence	Seven (7) years after expiration or termination (including any proposal that resulted in the contract and all other supportive documentation)
Mortgage notes and leases	Permanently

CORPORATE RECORDS

Record Type	Retention Period
Corporate records (minute books, signed minutes of the Board and all committees, corporate seals, articles of incorporation, bylaws, annual corporate reports)	Permanent
Trademark registrations and copyrights	Permanent
Licenses and Permits	Permanent
Correspondence (legal)	Permanent
Patents	Permanent

- **ELECTRONIC DOCUMENTS**

1. Electronic Mail: Not all e-mail are required to be retained, depending on the subject matter.
 - All e-mail – from internal or external sources – are to be deleted after 12 months.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - The University will archive e-mail for six month after the staff has deleted it, after which time the e-mail will be permanently deleted.
 - All University business-related e-mail should be downloaded to a service center or user directory on the server.
 - Staff will not store or transfer University related e-mail on non-work-related computers except as necessary or appropriate for the University purposes.
 - Staff will take care not to send confidential/proprietary University information to outside sources.
 - Any e-mail staff deems vital to the performance of their job should be copied to the staff's H: drive folder, and printed and stored in the employee's workspace.
2. Electronic Documents: including Microsoft Office Suite and PDF files. Retention depends on the subject matter.
3. Web Page Files: Internet Cookies
 - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

In certain cases a document will be maintained in both paper and electronic form. In such cases the official document will be the electronic document.

PAYROLL DOCUMENTS

Record Type	Retention Period
Employee deduction authorizations	Four (4) years after termination
Payroll deductions	Termination + seven (7) years
W-2 and W-4 forms	Termination + seven (7) years
Garnishments, assignments, attachments	Termination + seven (7) years
Payroll registers (gross & net)	Seven (7) years
Time cards & sheets	Three (3) years
Unclaimed wage records	Six (6) years
Withholding tax statements	Seven (7) years

GENERAL POLICIES & PROCEDURES XAVIER UNIVERSITY OF LOUISIANA INTELLECTUAL PROPERTY & PROCEDURE

EMPLOYMENT RECORDS

Record Type	Retention Period
Commissions/Bonuses/Incentives/Awards	Seven (7) years
EEO-1/EEO-2- Employer information reports	Two (2) years after superseded or filing (whichever is longer)
Employee earning records	Separation + seven (7) years
Employee handbook	One (1) copy kept permanently
Employee personnel records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	Six (6) years after separation
Employment Contracts – Individual	Seven (7) years after separation
Employment Records – All non-hired applicants (including all applications and resumes whether solicited or unsolicited results of post-offer, pre-employment any correspondence which might include physicals, results of background investigations, if any, be construed as an offer)	Two-four (2-4) years (if file contains related correspondence)
Job descriptions	Three (3) years after superseded
Personnel court records	Three (3) years
Forms I-9	Three (3) years after hiring or one year after separation if later

PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Property Insurance Policies	Three (3) years after expiration
Inventories	Seven (7) years
Appraisals	Permanent

TAX RECORDS

Record Type	Retention Period
Tax exemption documents and related correspondence	Permanent
IRS rulings	Permanent
Excise tax records	Seven (7) years
Payroll tax records	Seven (7) years
Tax bills, receipts, and statements	Seven (7) years
Tax returns-income, franchise, property	Permanent
Sales/use tax records	Seven (7) years
Annual information returns – federal & state	Permanent
IRS or other government audit records	Permanent

CONTRIBUTION RECORDS

Record Type	Retention Period
Records of contributions	Seven (7) years
Documents evidencing terms, conditions or restrictions on gifts	Seven (7) years after funds are expended

XAVIER UNIVERSITY OF LOUISIANA INTELLECTUAL PROPERTY POLICY AND PROCEDURE

1. Overview

The mission of Xavier University of Louisiana is the promotion of a more just and humane society. To this end Xavier prepares its students to assume roles of leadership and service in a global society. This preparation takes place in a diverse learning and teaching environment that incorporates all relevant educational means, including research and community service. While the research of Xavier faculty members is not primarily focused on the production of intellectual property that is commercially viable, this sometimes occurs. When it does, it is important that the University have a policy and benefit society. Moreover, federal granting agencies typically require such written policies and procedures for intellectual property resulting from work supported through their grants. This document is intended to clarify ownership, control, and use of such Xavier faculty, employees, students and any others covered by this policy to disclose and protect intellectual and other property resulting from their research so that the benefits of that research may reach society at the earliest opportunity.. The definitions appearing in attached Appendix I are incorporated into and make a part of the policy.

2. Applicability

This policy applies to all University employees and students. In addition to University employees, but subject to Section 12 below, this policy also applies to any individual who:

- a.** is supported by University facilities or staff, or by funds administered by the University; and/or
- b.** is working at the University by virtue of a grant or a contract with an outside agency, whether government or private.

Upon prior written agreement with the University, this policy may also apply to individuals who do not fall into any of the above categories. (All those to whom this policy and procedure applies, as identified in this Section 2, are collectively referred to sometimes as “Applicable Individuals,” including without limitation faculty, staff and students whether or not they are employees of the University.).

3. Conditions of Employment, Enrollment and Support

This policy and procedure as amended from time to time with the approval of the University Academic Assembly, shall become a part of the conditions of **a.** the employment of every employee, and **b.** the enrollment of every student, whether such employee or student was employed or enrolled before or after its adoption. Moreover, as a condition of their impending or continuing employment with work at enrollment at or support by the University, all applicable individuals are required upon request to execute all lawful and appropriate patent applications, assignments, and other documents as may be reasonably requested by the University so that it may implement, secure, and protect the Intellectual Property to which it is entitled pursuant to this policy and procedure.

4. Ownership of Intellectual Property

- a. All Intellectual Property that is conceived or reduced to practice by any and all Applicable Individuals with the Course and Scope of their employment with, work at or support by the University, except for copyrights waived and released by the University pursuant to Section 7 below and subject always to Section 12 below, shall be the property of, and shall be assigned in writing to, the University.
- b. The Inventor shall cooperate and assist the University in all phases of securing, enforcing and commercializing the Invention, at no out-of-pocket expense to the Inventor.
- c. Inventions made by individuals on their own time and without the use of University resources shall belong to the Inventor, except as follows: if the subject matter of such Invention(s) is the same as or is directly related to subject matter on which the Applicable Individuals have worked at the University and/or with University support then such Invention shall belong and be assigned to the University regardless of whether such Invention is made by the Applicable Individuals on their own time or with the use of their own resources.
- d. In cases in which the University has an ownership interest in an Invention pursuant to Section 4 (a.) above and fails to notify the Inventor that the University wishes to retain the Intellectual Property within the period set forth in Section 11.1.2, the University's right shall be reassigned to the Inventor upon written request.
- e. Any questions of Intellectual Property ownership, inventor ship or revenue distribution, which are disputed and remain unresolved shall in the first instance be referred to, and considered by, the Provost and Senior Vice President for Academic Affairs. The Provost and Senior Vice President for Academic Affairs may seek advice of the University Intellectual Property Committee. If the dispute is not resolved thereby, it shall be referred to and considered by the President or the President's designee, whose decision shall be final.

5. Disclosure

All Applicable Individuals shall disclose to the University, in accordance with the procedure set out in Section 11.1 below, any and all of their Invention(s) of Intellectual Property in which the University may have a right or claim under this policy and procedure.

6. Waiver and Release of Ownership Rights

In cases in which the University declines to accept, abandons or reassigns to the Inventor(s) any rights of ownership in an Invention to which it would otherwise have rights under this policy and procedure, all rights revert to the Inventor(s) except that the University shall retain a paid-up, non-transferable right to use the Invention for teaching and research at the University. The University shall, in such case, execute all necessary documents for the waiver and release of ownership rights.

7. Copyrights

Books, Articles, Musical compositions and Fine arts: Pursuant to U.S. copyright law, if a work of authorship is prepared by an employee within the course of his/her employment, the employer is considered to be the author and copyright owner of that work in the absence of an agreement to the contrary.

Nevertheless, the University waives and releases, to their respective Inventors, the copyrights that the University would otherwise own in connection with articles, books, course materials, musical compositions, and fine arts (hereinafter referred to collectively as the “Particular Works”) written/created by Applicable Individuals except under circumstances in which (1) the Applicable Individual is specifically assigned and paid by the University to develop the Particular Work (as opposed to , for example, writing an article or an instructional manual as part of normal, ongoing faculty research or teaching duties); (2) the cost of publishing the Particular Work is specifically financed by the University; (3) the University is prohibited, by contract or by law, from waiving and/or releasing such copyrights; or (4) the Particular Work is fixed in a medium (e.g., a computer program) having a primarily functional or utilitarian purpose (such as the operation of an industrial or commercial process) rather than being primarily educational or informational. The University’s waiver and release of copyrights in and to Particular Works is subject to a paid-up, non-transferable right in favor of the University to use the Particular Works for teaching and research at the University. If there is any dispute as to whether an Invention is a Particular Work which is to be released or retained by the University, such dispute shall I the first instance be referred to, and considered by, the Provost and Senior Vice President for Academic Affairs. The Provost and Senior Vice President for Academic Affairs may seek advice of the University Intellectual Property Committee. If the dispute is not resolved thereby, it shall be referred to and considered by the President or the President’s designee, whose decision shall be final.

8. Tangible Research Materials

“Tangible Research Material” means tangible items that are created, produced, discovered or otherwise developed in the course of the University. Examples of Tangible Research Material include, but are not limited to, assay techniques, cell lines, compositions or procedures to make a formulation, and synthetic or biosynthetic chemicals for therapeutic or non-therapeutic uses.

All Tangible Research Materials shall (subject always to Section 12 below) be the property of the University. All such Tangible Research Materials shall be disclosed to the University in a manner analogous to the procedure described in Section 11.1 below.

9. Revenue Sharing

Revenue received by the University in the form of cash revenues and/or equity holdings which result from a license, sale or other commercialization of Intellectual Property which is owned by the University pursuant to Section 4 above, shall be distributed in such a manner as to encourage innovative technology development within, and technology transfer from, the University. The Cumulative Net Revenue (defined below) will be distributed by the Office of Resource Development in accordance with Table 1 below:

Cumulative Net Revenue	Inventor's Personal Share	Inventor's Research Share	Inventor's Department Share	University Share
First \$100, 000	50%	0%	0%	50%
\$100, 000-500, 000	40%	5%	5%	50%
\$500,000-1,000,000	30%	10%	5%	55%
Over \$1,000,000	25%	10%	5%	60%

Table 1.
 Distribution of Cumulative Net Revenue¹

¹The Cumulative Net Revenue from a particular Intellectual Property means Gross Revenue² proceeds from that Intellectual Property less Allowable Deductions³.

²The Gross Revenue from Intellectual Property means gross revenues, licensing fees or similar payments actually received from the sale, assignment, or licensing of the Intellectual Property concerned.

³Allowable Deductions comprise: (1) all direct expenditures made for the purpose of protecting the concerned Intellectual Property, including without limitation attorney fees incurred in patenting, licensing, and/or enforcing rights to the Intellectual Property; and (2) 10% of the remaining Gross Revenue from Intellectual Property, after deduction of (1), above, for the support of the Office of Resource Development.

Joint Inventors shall share the percentage of net revenue allocated to the Inventor pursuant to Table 1 above. The University will assume that all Inventors contributed equally to the development of the Intellectual Property, and should therefore share equally the net revenue allocated to the Inventor pursuant to Table 1 above, unless the Inventors request a different allocation. To be effective, such a request must be signed by all Inventors and be submitted to the Office of Resource Development. Any individual hired or retained for the purpose of producing an Intellectual Property shall not be entitled to a distribution of net revenue with respect to the concerned Intellectual Property.

The Inventor's Research Share shall be dedicated to the Inventor's own research needs, unrestricted as to use. If the Intellectual Property is created jointly by Inventors within the same college or department of the University but different laboratories, the Inventor's Research Share shall be distributed equally among all the Inventors, unless the Inventors request a different allocation. To be effective, such a request must be signed by all Inventors and be submitted to the Office of Resource Development. If the Intellectual Property is created jointly by individuals employed at different colleges or departments of the University, then besides distributing the Inventor's Research Share among Inventors as described equally among the different colleges or departments, unless the Inventors request a difference allocation. To be effective, such a request must be signed by all Inventors and be submitted to the Office of Resource Developments.

10. Licensing Policy

It is the general policy of the University to encourage the development and marketing of Intellectual Property resulting from University research so as to reach a public usefulness and benefit. It is recognized that furtherance of such policy may require various forms of agreements including agreements to sell and the granting of exclusive licenses. The University, in appropriate circumstances with due consideration to the prospective parties and when consistent with law applicable to federally supported research, may license

Intellectual Property on an exclusive basis for a reasonable period and may sell or otherwise commercialize Intellectual Property.

11. Procedure and Administration of Policy

The Provost and Senior Vice President for Academic Affairs or his/her designee(s), as appropriate, shall be responsible for the implementation and administration of this policy. This office shall develop, disseminate and implement policies and procedures relating to Intellectual Property. In addition, this office, coordinates the process of seeking appropriate protection of Intellectual Property, and assist faculty and staff in this regard. During the process, the office shall reasonably consider the interests of the individual Inventor of Intellectual Property, and take reasonable steps to involve the Inventor in the process.

1.1 Disclosure Procedures

- 1.1.1 All Applicable Individuals shall report promptly (within 30 days of conception or create) to the University's Office of Resource Development any Invention that is subject to the obligation of disclosure as set forth in Section 5 above. This disclosure shall be make using
- 1.1.2 Xavier University Confidential Disclosure Form. If additional information is required, the Office of Resource Development shall notify the individual Inventor, and shall specify the type of information it requires. Upon the receipt of sufficient information, or upon the expiration of ninety (90) days from the date of an inquiry as to sufficiency by the Inventor to which there has been no response by the Office of Resource Development, whichever is earlier, the disclosure shall be deemed complete.
- 1.1.3 The Office of Resource Development shall notify the individual Inventor whether it wishes to retain the Intellectual Property in the disclosure or whether the University is obliged or voluntarily wishes to waive and release its ownership rights. Such notification may be demanded by the individual Inventor at any time after the University's receipt of a complete disclosure, and it so demanded, shall be given within a period of ninety (90) days after making of the demand, or within a period of six months from complete disclosure to the University, whichever period is longer.
- 1.1.4 If and after the University notifies the Inventor(s) that the University intends to file a patent application for the Invention, the Inventor(s) will cooperate reasonably with the University to try to avoid publication or use of the Invention in a manger which would compromise its patentability.

11.2. Procedures for the Protection, Development and Exploitation of Intellectual Property

The University shall, with respect to Intellectual Property owned and retained by it, take all reasonably appropriate measures to protect the property and exploit or otherwise develop it, and shall, upon reasonable request provide the individual Inventor with a written report describing the measures it has taken. In the event that the University decides subsequently not to take such measures, and to abandon the property, it shall notify the individual Inventor promptly of its decision.

11.3 Resolution of Disputes

Any dispute arising under this policy, involving the University and/or any Applicable Individual, shall in the first instance be referred to and considered by the Provost and Senior Vice President for Academic Affairs, after consultation and with the concurrence of the following: (a) the Senior Vice President for Academic Affairs, for such disputes involving Faculty or students – when appropriate and necessary, the Provost and Senior Vice President for Academic Affairs will consult with the Vice President for Student Services; and (b) for such disputes involving staff, either the Provost and Associate Vice President for Academic Affairs, depending upon and in accordance with where that staff member is located in the University's organizational structure. The Provost and Senior Vice President for Academic Affairs may seek advice of the University Intellectual Property Committee. If the dispute is not resolved thereby, it shall be referred to and considered by the President or the President's designee whose decision shall be final.

12. Agreement with Outside Agency

This policy shall not affect, in any way, any provisions in any grant, or sponsored research and/or publication agreement between an outside agency (government or public) and the University.

Appendix 1. Definitions

Invention: Invention refers to a creation of Intellectual Property.

Inventor: Inventor refers to person(s) who make(s) a creative input to the conception and/or creation of Intellectual Property, pursuant to and consistent with the applicable patent and/or copyright laws of the United States.

Intellectual Property: Intellectual property refers to creations of the mind, including without limitation the following: utilitarian ideas, concepts, know-how and trade secrets, whether or not patentable; trademarks, symbols, names, images, and designs which may be used in commerce; literary and artistic works such as novels, poems, plays, films, musical works, drawings, paintings, photographs and sculptures; architectural designs; and other works of authorship which may be subject to Copyright such as computer software.

Patent: Patent refers to a right granted to anyone who invents or discovers any new and useful process, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof, as set forth in 35 U.S.C. § 1 et seq. and other corresponding laws of other countries.

Copyright: Copyright refers to the exclusive legal rights set forth in U.S. copyright law under 17 U.S.C. § 106, including without limitation the right to reproduce, publish, sell, and distribute the work of authorship.

License: License refers to a contract which awards to a party other than the owner(s) of the Intellectual Property the right to make, use, or sell the Intellectual Property. Licenses may be awarded on an exclusive or non-exclusive basis and may provide for payment or fees.

Tangible Research Material: Tangible Research Material refers to all tangible items that are created, produced, discovered or otherwise developed in the course of research carried on at, by, or with the support of the University.

Employee: Employee refers to all full time and part time employees of Xavier University, whether faculty members, staff or students.

Faculty: Faculty refers to all full time, part time, adjunct, voluntary and emeritus members of Xavier University of Louisiana Faculty Handbook.

Student: Student refers to all full time and part time students enrolled in a course at Xavier University of Louisiana.

University: University refers to Xavier University of Louisiana

Gross revenue: Gross revenue refers to revenue, licensing fees, or similar payments actually received from the sale, assignment, or licensing of the Intellectual Property conceived.

Allowable deductions: Allowable deductions refer to (1) all direct expenditures made for the purpose of protecting the concerned Intellectual Property and (2) 10% of the remaining Gross Revenue from Intellectual Property, after deduction of (1) above, for the support of the Office of Resources Development.

Course and scope of employment: Activities of an employee that are in furtherance of duties that are owed to an employer and where the employer is, or could be, exercising some control, directly or indirectly, over the activities of the employee.

Applicable Individuals: Applicable Individuals refers to all those to whom this policy and procedure applies, as identified in Section 2 above.

Network Use Policy

I. PREAMBLE

This policy governs the use of network resources at Xavier University of Louisiana. It is the responsibility of anyone who uses these resources to read and understand the policy. The Governance Committee for Information Technology will review this policy annually.

II. RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

Academic and intellectual freedoms are cherished *rights*, as is freedom of expression; these rights apply to the use of University network resources. Access to these resources is a *privilege* that carries certain responsibilities and duties. These duties and responsibilities derive from the fact that all computers, hardware, software, and institutionally generated operational information stored on computers and any

network resources are and remain the property of Xavier University of Louisiana. Ethical and legal uses of these resources are a *responsibility* for every user.

A. ACCESS TO RESOURCES

All administrative employees, faculty, staff and students of Xavier University of Louisiana as well as authorized groups and individuals shall be granted access to the University's network resources so long as such access and use is in accord with this policy.

B. PRIVACY & CONFIDENTIALITY

Xavier University of Louisiana respects the privacy of its users and the confidentiality of their work, but there are important exceptions to this general principle. Xavier University of Louisiana makes no guarantee of privacy or confidentiality against the world at large. It is the responsibility of the user to take appropriate steps to insure his or her privacy.

C. CENSORSHIP

Free expression of ideas is central to the academic process. While Xavier University of Louisiana does not ordinarily engage in censorship of the expressions of an individual, the University reserves the right to censor the expressions of any users of any network or computer facilities of the University to the extent that the University believes that such expression violates any laws or policies of the University.

D. INNOVATION & CREATIVITY

Members of the University community are encouraged to make innovative and creative use of information technologies in support of education, research and community service.

E. SECURITY & PASSWORDS

Users shall not disclose information (such as a password) or engage in activity that compromises the security of the network. Users are responsible for choosing a secure password for their accounts on the network.

F. LEGAL USE

Users of University information technology resources must comply with federal and state laws. Examples of illegal use include, but are not limited to: A user engaged in harassment of individuals or groups. A user violating copyright through the download or distribution of copyrighted materials such as music, video, and other works, including unauthorized peer-to-peer (P2P) file sharing.

Penalties for violation of federal copyright laws

Upon identifying illegal file sharing activity, the rights-holder or agent will often file an infringement complaint with the service provider. Xavier University of Louisiana is the service provider for its students, faculty and staff. Unless these complaints are addressed promptly, the University may also be held liable for infringement. Therefore if you use the University network to make illegal copies or fail to protect legally obtained media on your computer, you put yourself and the University at risk. If the rights-holder elects to file suit against you, the law permits a claim of up to \$150,000 per infringed title. In some extreme cases, criminal penalty could apply.

It is also possible that ITC may discover copyright infringement activity while tracing the cause of network performance problems which sometimes result from high consumption of bandwidth over a prolonged period by a single user. In such cases we will take immediate action to prevent this continued activity by the violator. Any kind of illegal use of the university's technology resources will result in actions as outlined under Sanctions in Section J of this document. See below:

Violations of this policy will be dealt with seriously. Violators will be subject to the normal disciplinary codes and procedures of the University, i.e., students will be subject to applicable student discipline, faculty will be subject to applicable faculty discipline, and staff will be subject to applicable staff

discipline. Any such discipline may include in the case of students expulsion from the university or in the case of faculty and staff termination of employment. Any users, including students, faculty, and staff, provided University network access who violate this policy face loss of the privilege of access to the network resources at Xavier University of Louisiana. Appeals to any disciplinary action shall be in accord with the disciplinary policies as outlined in the student, faculty, or staff handbook as appropriate. Neither student, faculty, nor staff shall be allowed legal counsel at such appeals.

G. ETHICAL USE

Information technology resources must be used in accordance with the high ethical standards of Xavier University of Louisiana. Faculty members are to refer to the Faculty Handbook. Students are to refer to the Student Handbook, in particular, the section entitled "Code of Conduct." The staff members are to refer to the Staff Handbook.

H. COMMERCIAL USE

Users are not to use University resources to sell or solicit sales for any goods, services, or products except by written permission of the President of the University or the President's designee.

I. PERSONAL USE

In the interest of making the use of information technology a natural part of the day-to-day learning and work of all members of the University community, incidental personal use is permitted.

J. SANCTIONS

Violations of this policy will be dealt with seriously. Violators will be subject to the normal disciplinary codes and procedures of the University, i.e., students will be subject to applicable student discipline, faculty will be subject to applicable faculty discipline, and staff will be subject to applicable staff

discipline. Any such discipline may include in the case of students expulsion from the university or in the case of faculty and staff termination of employment. Any users, including students, faculty, and staff, provided University network access who violate this policy face loss of the privilege of access to the network resources at Xavier University of Louisiana. Appeals to any disciplinary action shall be in accord with the disciplinary policies as outlined in the student, faculty, or staff handbook as appropriate. Neither student, faculty, nor staff shall be allowed legal counsel at such appeals.

III. WEB POLICIES

A. BROWSING THE WORLD WIDE WEB

There is no specific University rule that prevents users from viewing any page anywhere on the World Wide Web. However, users browsing the Web are still subject to all the constraints of legal and ethical uses.

B. PUBLISHING ON THE UNIVERSITY'S WEB SERVERS

All faculty, students and staff at Xavier University of Louisiana are entitled to publish unofficial pages on the University's website. There are two varieties of unofficial pages, Personal page and Instructional pages. Personal pages are authored by an individual and pertain to matters of personal interest. Instructional pages are designed by an individual to support teaching, learning, or research activities. Both varieties of unofficial pages are the intellectual property of the individual who created them.

C. DISCLAIMER

The content included in an unofficial Web page is the responsibility of the user. As such, the use of the University seal, logos or other official emblems on unofficial pages is forbidden. So that it is clear to those viewing the unofficial pages that the University does not sponsor the content, such pages must contain a link to the standard disclaimer located at <http://webusers.xula.edu/disclaimer.html>.

D. ADVERTISEMENT

Paid advertisements are not allowed on unofficial pages except by permission of the President of the University or the President's designee.

E. SERVER SPACE

Disk space quotas for unofficial pages are 15 megabytes for students and 50 megabytes for faculty and staff. Users who require more disk space can submit an email request for additional disk space to the appropriate Vice President.

F. CGI ACCESS

Users are permitted to run common gateway interface applications from their account.

IV. E-MAIL POLICIES.

Electronic mail is an important resource for academic and administrative communications. Its use is encouraged. However, users take full legal responsibility for all email that they send.

A. SERVER SPACE

The disk space quota for email accounts is 50 megabytes for all users. For the good of the University, certain users will not be constrained by this disk space quota. Users who require more disk space can submit an email request for additional disk space to the appropriate Vice President.

B. BULK E-MAIL

In general, email to all University accounts should be done sparingly and for serious reason. Examples include, but are not limited to, notification of an impending network service outage or the notification of an event that would cause the University to temporarily suspend operations.

Approved on October 23, 2003 by the Governance Committee for Information Technology. The official copy is in the Office of the President. The official copy of this document supersedes any public display of the document that is not consistent with the official copy.

PROCEDURES FOR DISTRIBUTING AND RECEIVING UNIVERSITY OWNED PROPERTY ISSUED TO FACULTY AND STAFF

I. Policy

These procedures described the process Senior Vice Presidents, Vice Presidents, Associate Vice Presidents, Deans, Associate Deans, Department or Division Chairpersons or administrative Directors, hereafter referred to as supervisor, are required to follow when requesting, issuing or receiving University owned property from faculty or staff, hereafter referred to as an employee.

It is the responsibility of the supervisor to notify Human Resources immediately, whenever an employee notifies him or her that he or she is resigning or when the supervisor is terminating the employee. It is also the responsibility of Human Resources to notify the Office for Technology Administration and Fiscal Services whenever an employee is separating from employment.

The supervisor must originate the request that authorizes a faculty or staff employee to receive University owned property (e.g. laptop, computer, cell phone, office keys, etc.) that will enable the employee to effectively perform their duties and responsibilities. The request must be submitted to the appropriate person or department.

II. Process for Requesting a new Laptop (Authorized by OTA)

This process applies to requests for new laptop computers only. Please note that current faculty or staff members already assigned a University laptop will remain part of the University 3-year lease rollover for as long as they remain active employees. Due to budget constraints, the inventory is very low. Hence, it is highly recommended that the Vice President's Office for

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Academic Affairs and all administrative staff departments provide all computer requests, especially laptops, to the Office of Technology Administration, hereafter referred to as OTA, as early as possible. For new faculty members, this should be done no later than August 1 and January 1 of each year to ensure that computers will be available. All employees who are assigned a University laptop are required to sign a Faculty/Staff Laptop Agreement Form. A Senior Vice President of Technology Administration will inform the requestor as to the disposition of the request.

A. Laptop is available:

The laptop will be made available within two (2) working days. OTA staff will contact the employee as to when the laptop will be delivered.

B. Laptop is not available:

If the budget is available to purchase a laptop, an order will be placed. The laptop should be available in two (2) weeks. If the budget is not available to purchase a laptop, the request will be added to the next lease order. In the meantime, the employee will be provided with a desktop computer.

C. Failure to return the cellular telephone or peripherals in proper working condition may result in a charge to the employee to cover the cost of the cell phone and any peripherals.

D. If the equipment is not returned, or if is returned in a non-working condition, OTA will inform HR via e-mail of the following:

- The market value of the equipment
- An assessment as to whether or not the damage was due to normal wear or misuse
- An assessment will be made as to whether or not the employee should be charged for damage to the equipment.

V. Process for Requesting a Long Distance PIN

To request a long distance pin, a supervisor must send an e-mail request to the Vice President for Technology Administration who will open a helpdesk ticket to create a PIN which will be issued within one business day.

Process for Deactivating a Long Distance PIN

It is the responsibility of the supervisor to inform HR in a timely manner of any employee who is separating from the employment with the University. HR must inform all appropriate departments, including OTA of any terminations.

OTA will deactivate the employee's long distance PIN immediately upon notification that the employee has separated from employment. PIN numbers may be deactivated for the following reasons;

1. Separation from employment (voluntary or involuntary)
2. No longer needed, such as campaign drives by Institutional Advancement

Process for Requesting a Xavier issued American Express Card

Employees who travel extensively are encouraged to request and use a Xavier University issued American Express Card.

- A. The employee's supervisor submits an e-mail to the Provost and Senior Vice President for Academic Affairs requesting that an employee be issued an American Express Corporate credit card.
- B. The request is reviewed and if approved, the request will be sent to American Express which will issue the credit card.
- C. The employee will be notified by the Office of the Provost and Senior Vice President for Academic Affairs when the employee can pick up the card.
- D. The employee signs a receipt that he or she has received the card.
- E. The University American Express credit card is to be used only for University related travel expenses and the employee pays all charged expenses after he or she has submitted an approved travel expense report for reimbursement.

**XAVIER UNIVERSITY OF LOUISIANA
FACULTY/STAFF LAPTOP AGREEMENT FORM**

Faculty Name: _____ Staff Name: _____

Department: _____ Extention: _____

Laptop Make & Model Number: _____

Laptop Serial Number: _____ Date: _____

UNIVERSITY LAPTOP POLICY/PROCEDURE

- University-owned laptops are configured by the Information Technology Center (ITC) staff to work with the Xavier network and to run the University's standard software suite*. Employees are not allowed to change the laptop's system configuration without written authorization from the Office of Information Technology (OTA). Employees should consult with the Helpdesk staff of the Information Technology Center prior to adding or changing any supplementary software on the laptops to ensure compatibility with the standard software and hardware configurations. The OTA/ITC may be authorized to scan laptops for violations where probable cause exists.
- Before taking custody of the University property, a university employee must sign for the laptop using the Xavier University Faculty/Staff Laptop Agreement Form and thereby accept responsibility for the laptop's care and safe return to the University.
- In the event that a laptop computer is stolen, the employee is required to make a report to the Campus Police (on campus) or local law enforcement authority (off campus) and provide a copy of that report to ITC.
- Upon termination of employment with the University, the employee must return the laptop in the same condition in which they signed for it (normal usage, wear and tear excepted.)
- If repairs to a laptop computer are necessary, the computer must be returned to ITC.
- If a Dean, Director or Supervisor determined that the employee negligent is the cause for damage destruction or loss of a University-owned laptop, the University may hold that employee financially responsible for the repair replacement of the laptop.

By signing below, the employee acknowledges their understanding of and agree to comply with the above state policies and procedures.

Employee's Signature: _____ Date: _____

***Standard Software Suite:**

- Office 2003
- Netscape
- Internet Explorer
- Acrobat Reader
- Banner 2000
- Norton Antivirus

XAVIER UNIVERSITY OF LOUISIANA CELLULAR TELEPHONE AGREEMENT FORM

EMPLOYEE NAME _____

DEPARTMENT: _____ OFFICE PHONE: _____

CELL PHONE: _____ CELL PHONE MODEL: _____

UNIVERSITY CELL PHONE POLICY:

This cell phone is being provided to you for use in conducting Xavier University business. It is the property of the University and must be returned to the University in proper working order if your employment is terminated or if your supervisor deems that you no longer require the use of a university cell phone. The conditions under which you are provided a university cell phone are as follows:

- You are assigned 450 shared minutes per month. These minutes can be used during peak hours which are 7:00 AM – 9:00 PM, Monday through Friday. There may be times when the business needs of the University require that you exceed 450 minutes of monthly peak usage. In such incidents, you should notify your supervisor in writing. If you go over your allotted minutes and it was not due to University business, you may be requested to pay the excel charges.
- Your phone may be equipped with the Push-to-Talk. Push-to-Talk usage is unlimited. Push-to-Talk allows you to page others who have this feature at any time on Xavier’s National Account and talk without using any portion of your shared minutes. Blackberries do not have Push-to-Talk.
- Xavier’s National Plan allows for free nights and weekends. Nights begin at 9:00 PM and end at 6:00 AM. Weekends begin at 9:00 PM Friday and end at 6:00 AM Monday. These hours apply to the current time zone that you are in when placing or receiving a call which may not always be the Central Standard Time (CST) time zone. Please note that holidays are not free unless they fall on a weekend.
- If your phone is lost or stolen, you must immediately call Verizon Customer Service at 800-922-7452 and have incoming calls, outgoing calls, and Push-to-Talk disabled. You must also report the phone lost or stolen to the Office of Technology Administration at 504-520-7452 as soon as possible.
- If your phone needs repair you must first take the phone to a Verizon Service Center for repair. If the phone cannot be repaired, contact the Office of Technology Administration at 504-520-7452 and a replacement phone will be provided to you. You can also contact the Office of Technology Administration if you need assistance in locating a Verizon Service Center.
- Text messaging is not included in Xavier’s calling plan. Any test messaging charges must be reimbursed to the university.
- Your phone has the camera feature attached, however, if used you will be held responsible for paying the texting fees that apply. Xavier University will not pay photo sharing fees.

Employee Signature

Date

INSTRUCTIONS FOR COMPLETING THE FACULTY/STAFF UNIVERSITY PROPERTY INVENTORY CONTROL FORM

Purpose of the Faculty/Staff University Property/Distribution Form

The purpose of Faculty/Staff University Property Distribution/Return form is to have a record of all Xavier University property that is issued to an employee upon hire or transferring into their department. This form is also intended to be used to retrieve Xavier's assets when an employee separates from employment.

Completion of Form

- A. Employee Information: The supervisor records the employee's name, university identification number, name of department and their name in the identification section of the form.
- B. Item Issued Description: A simple description of the item that is issued is described. In this space, (i.e. HP laptop computer, front door keys, American Express Credit Card, uniform shirt, etc.) If the property that is issued is not new, describe the condition of the property.
- C. ID/Serial Number: If the property has an identification number or serial number, it is recorded in this space.
- D. Date Issued: Record the date that the property was issued to the employee.
- E. Signature of Employee: The employee's signature attests that he/she has received the property that was issued to him or her.
- F. Distribution of Forms: One copy of the form is retained in the employee's department, a second copy is given to the employee, and a third copy is submitted to HR where it is placed in the employee's employment file.
- G. Date Returned: When the employee separates from the university or returns the property for replacement or it is no longer needed, the date the property was returned is recorded in this space. If the returned property is in "poor" or unusable condition, then that information is to be included by the supervisor.
- H. Signature of Person Receiving the Issued Property: The person who is responsible for receiving the issued University Property signs their name in this space indicating that he or she received the University Property from the employee.
- I. Return Property: The property that is returned is either to be retained by the supervisor (i.e. keys) or it is to be returned to the appropriate department that issued the property (i.e. OTA).

The supervisor may use an additional form to record property issued to an employee if there are not enough spaces on a single form.

GENERAL POLICIES & PROCEDURES UNIVERSITY OF LOUISIANA FACULTY/STAFF
LAPTOP AGREEMENT FORM

**XAVIER UNIVERSITY OF LOUISIANA
FACULTY/STAFF INVENTORY CONTROL FORM**

NAME OF EMPLOYEE _____ ID _____

DEPARTMENT _____

SUPERVISOR* _____

Property Issue to Employee**	ID/Serial Number	Date Issued	Signature of Employee	Date Returned	Signature of Person Receiving Property

Your signature indicates that the employee has returned property to you or does not owe the university any money due to unpaid expenses.

SUPERVISOR: _____ DATE: _____

OTA: _____ DATE: _____

FISCAL SERVICES: _____ DATE: _____

HUMAN RESOURCES: _____ DATE: _____

Distribution of copies: One copy is retained in the department, one copy is sent to human resources, and one copy is given to the employee.

*Supervisor refers to Senior Vice President, Vice President, Associate Vice President, Dean, Associate Dean, Division or Department Chairperson or Administrative Director.

**Use additional forms if needed

NOTES

ACKNOWLEDGMENT

The contents of this handbook are presented as a matter of information only, and supersede any previous handbooks. While they correctly describe the current policies, procedures, and benefits of Xavier University of Louisiana (hereafter referred to XULA) they are not conditions of employment nor do they create any vested rights for XULA employees. XULA reserves the right, in its sole discretion, to modify, revoke, suspend, terminate, or change any or all such policies, procedures, or benefits, in whole or in part, at any time, with or without notice. Nothing contained in this handbook shall be construed as a contract for a specific term or duration between XULA and any one or all of its employees. You have been hired by XULA, and just as you may voluntarily leave at any time your employment may be terminated at any time with or without cause. To insure that your understanding of this subject is as complete as possible, please do not hesitate to discuss with your supervisor or Director of Human Resources any questions you may have regarding policies and procedures.

Please acknowledge your receipt and understanding of policies and procedures contained in this Employee Handbook by signing your name below and affixing the date that it was signed.

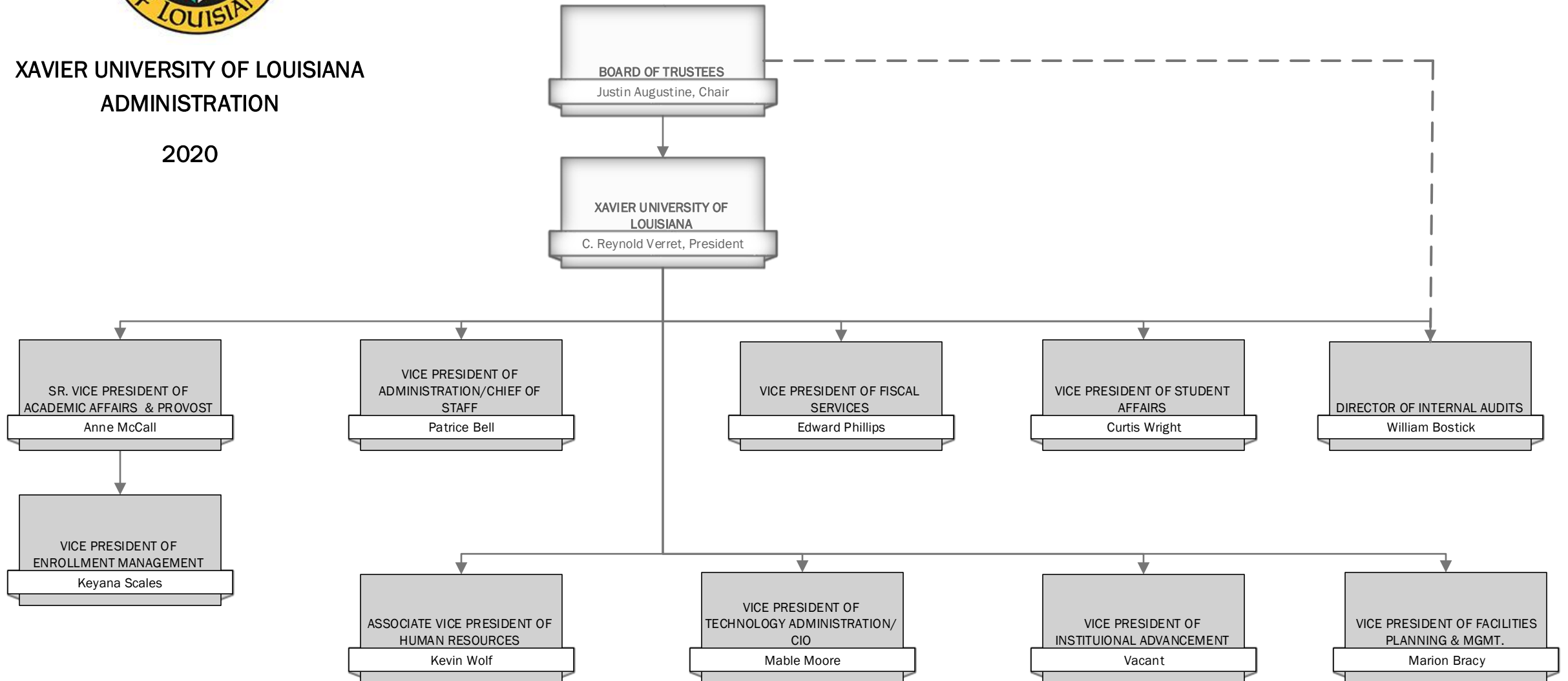
Print Name

Signature



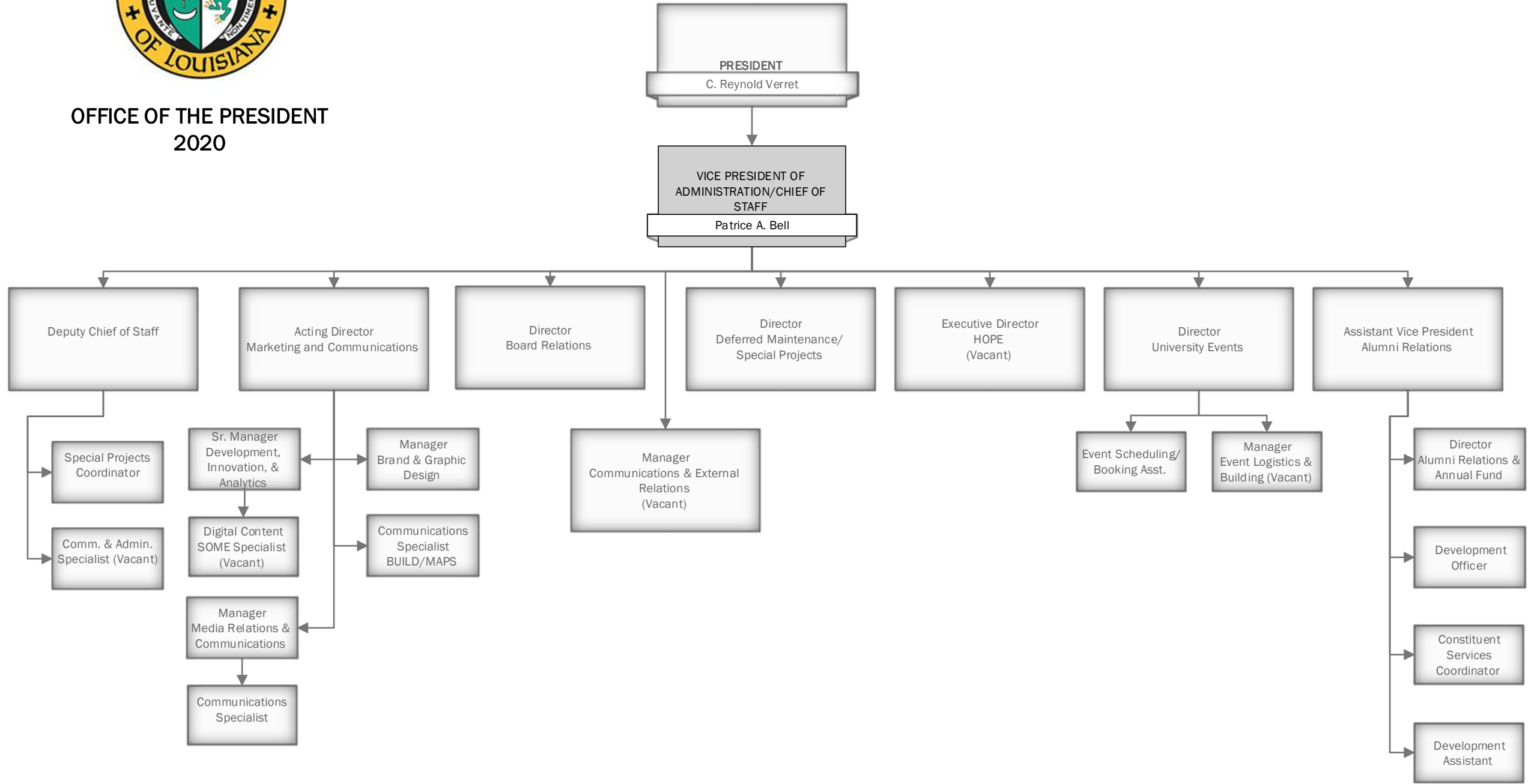
**XAVIER UNIVERSITY OF LOUISIANA
ADMINISTRATION**

2020



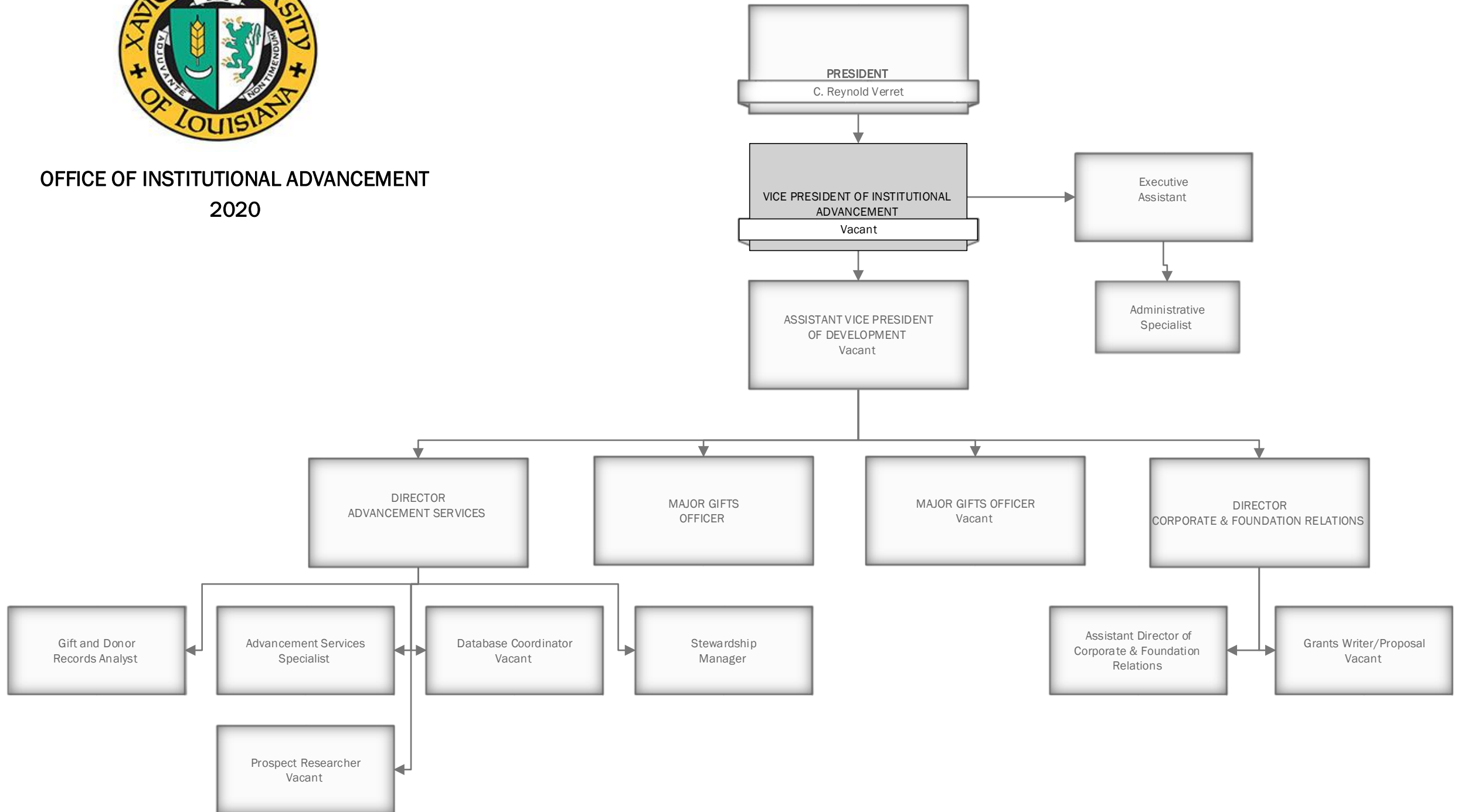


OFFICE OF THE PRESIDENT
2020



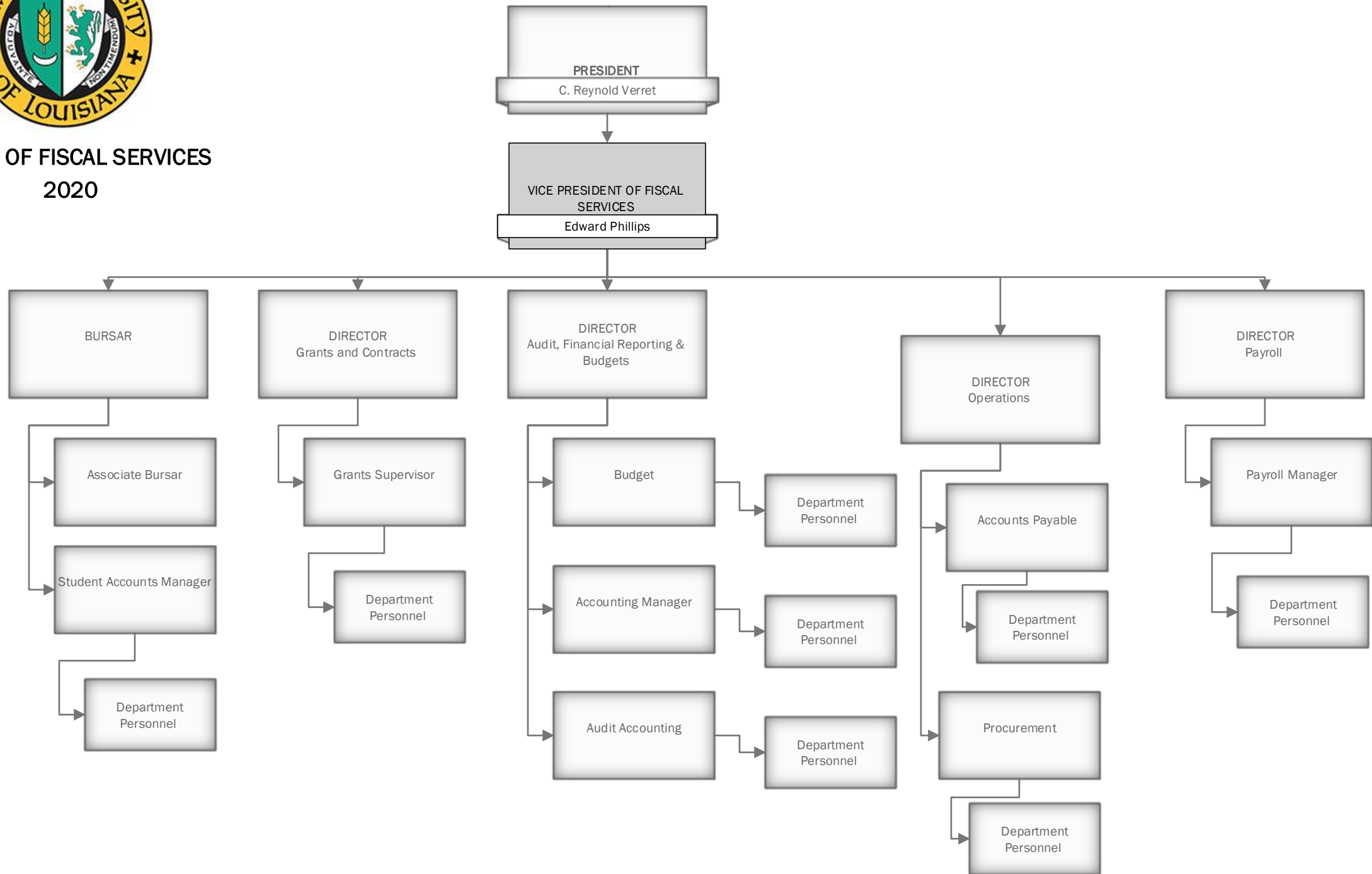


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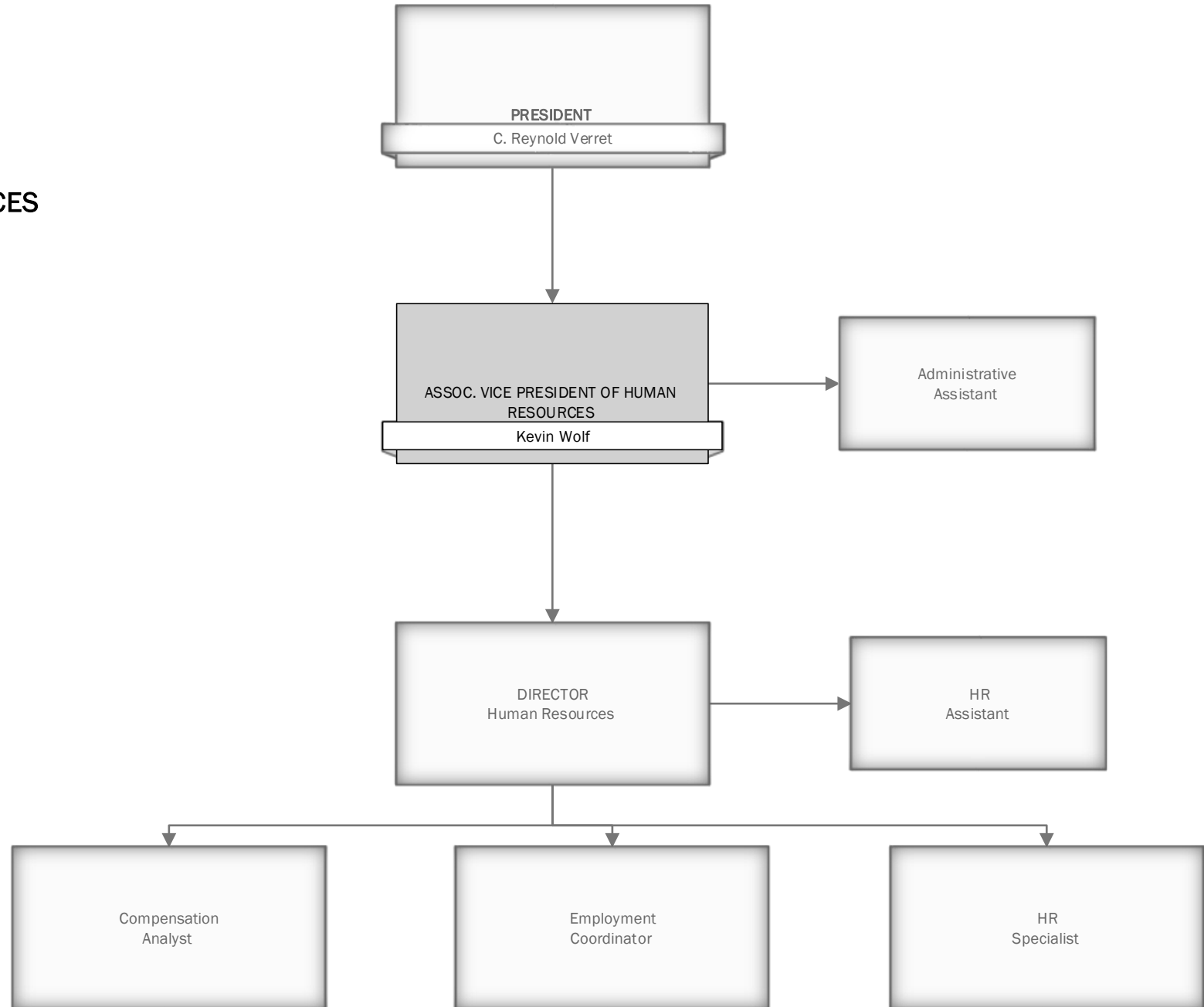


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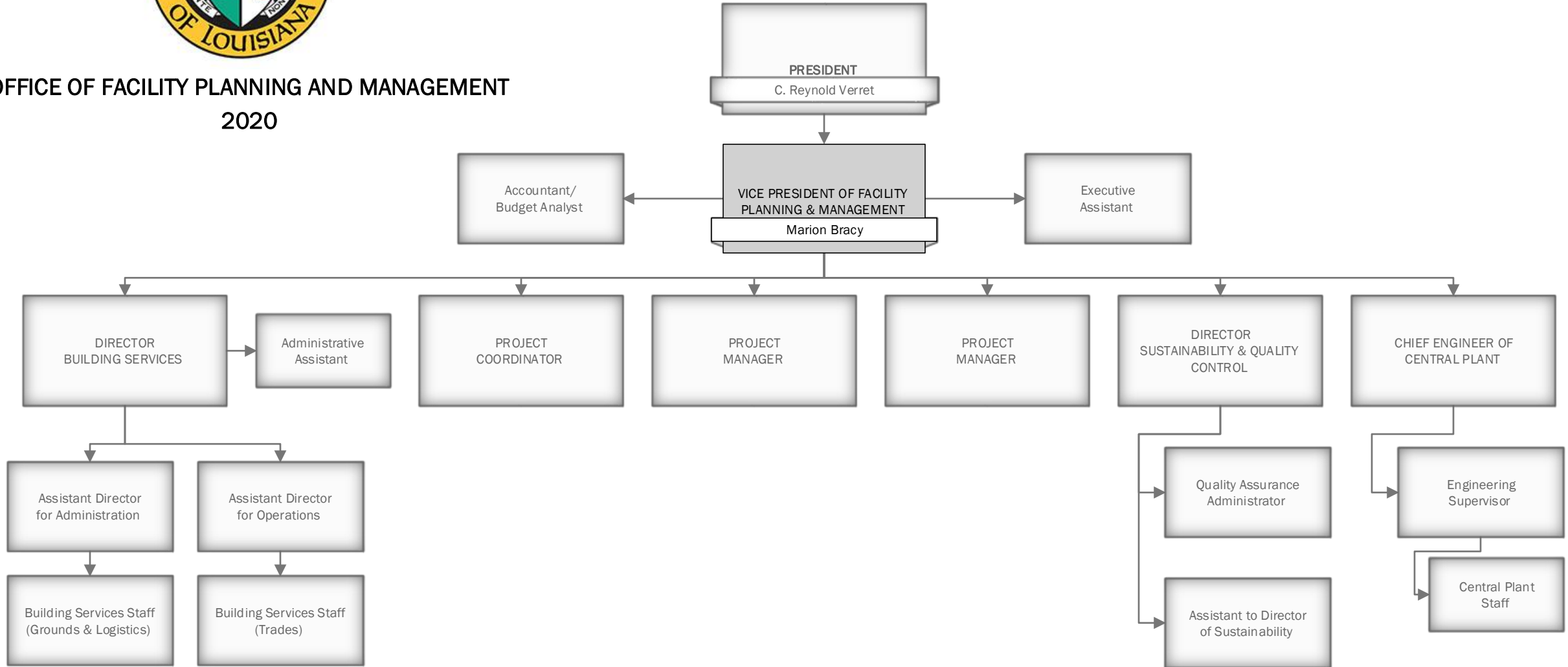


OFFICE OF HUMAN RESOURCES
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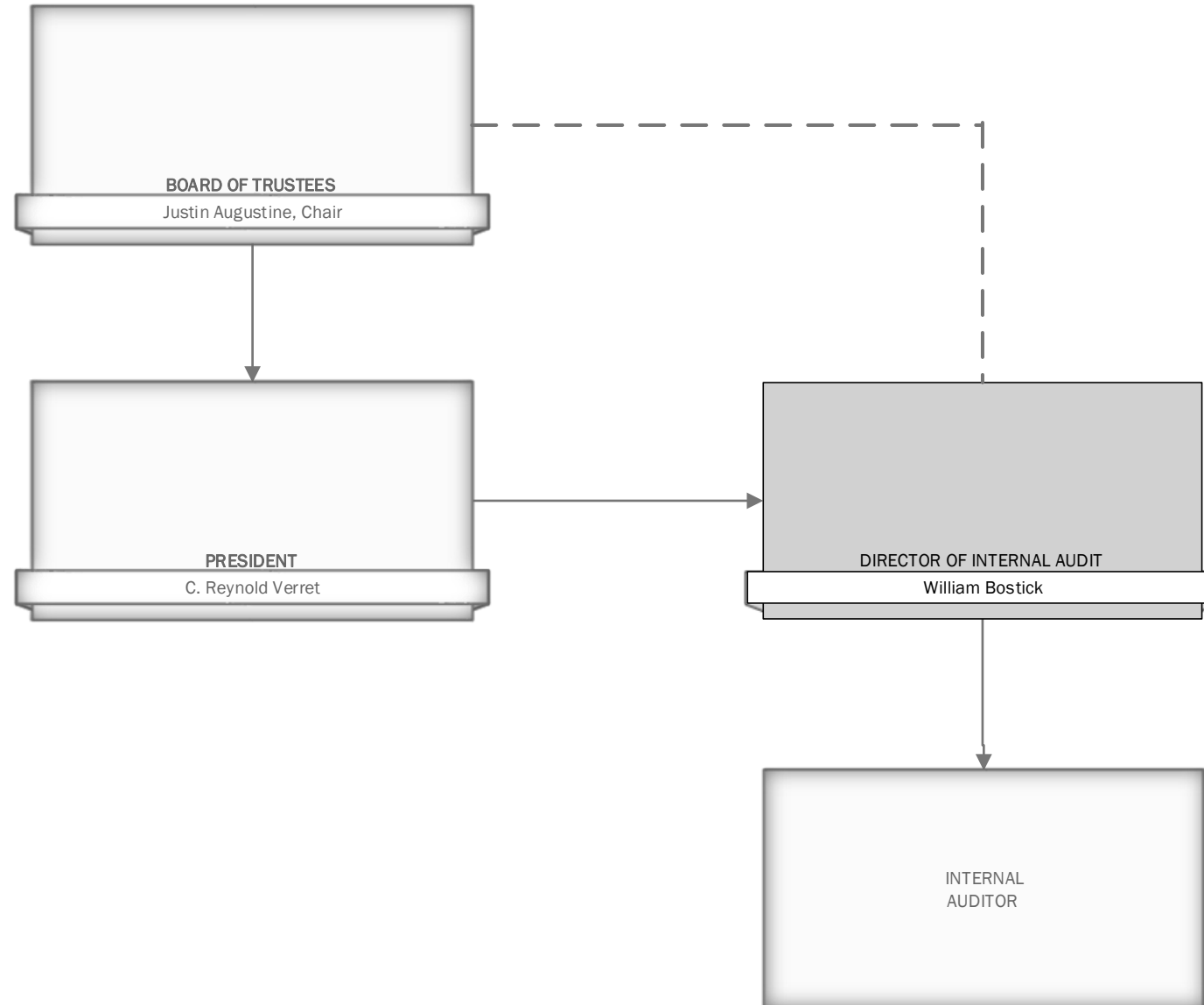


OFFICE OF FACILITY PLANNING AND MANAGEMENT
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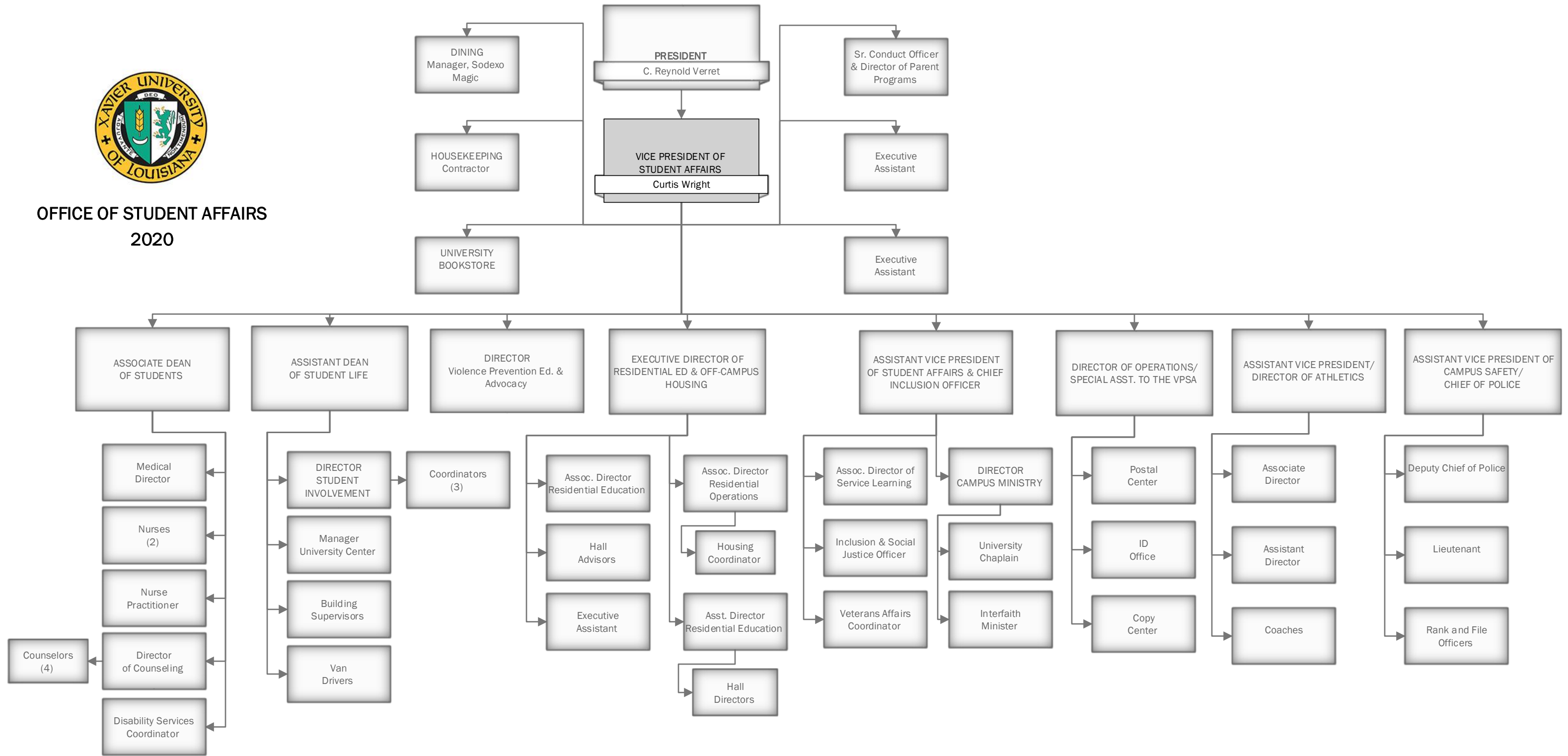


OFFICE OF INTERNAL AUDIT
2020





**OFFICE OF STUDENT AFFAIRS
2020**





**OFFICE OF TECHNOLOGY ADMINISTRATION
2020**

