

*Randolph College hopes that all employees will have a rewarding and productive career, but it must be recognized that situations arise which may cause the voluntary or involuntary termination of an individual's employment.*

*Termination of employment may occur through voluntary resignation, through dismissal, or through retirement.*

## **RESIGNATION**

When an employee decides to leave for any reason, his/her supervisor and/or the Director of Human Resources would like the opportunity to discuss the resignation before final action is taken to consider whether another alternative is possible and preferable. If after full consideration the employee still decides to leave, the College expects that a non-exempt employee (hourly compensated) will provide a minimum two-weeks written advance notice, and an exempt employee (monthly compensated) will provide a minimum 30-days written advance notice. Employees may take up to two vacation days during their minimum notice period.

Once a written resignation has been accepted by the supervisor, sick leave and vacation accrual will stop. In addition, no paid sick leave or vacation leave, or compensatory time will be granted during the notice period. The College does not pay out unused earned sick or vacation leave.

## **DISMISSALS**

Every employee has the status of "employee-at-will." This means that both the employee and the College are legally free to terminate the employment at any time and for any reason, with or without prior notice, except as prohibited by applicable law. No supervisor or other representative of the College has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Examples of reasons for dismissal include but are not limited to:

1. Misconduct
2. Unsatisfactory job performance or poor attendance
3. Fiscal and program considerations
4. Elimination of a position or reorganization of a department

### **IMMEDIATE DISMISSALS - MISCONDUCT**

Any employee whose conduct, actions or performance violates or conflicts with any Randolph College policy or policies may be terminated immediately and without warning.

The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of College records (including but not limited to employment application)
- Willful or inexcusable negligent acts
- Insubordination
- Fighting or serious breach of acceptable behavior
- Violation of the Drug-Free Workplace Policy
- Absence from work for three consecutive working days without notification to your supervisor
- Theft
- Violation of the College's Conflict of Interest Policy and/or Confidentiality Policy

This list is not exhaustive.

In the event of dismissal for misconduct, all benefits end immediately. COBRA may not be available to anyone dismissed from Randolph College for gross misconduct.

#### **DISMISSALS - OTHER THAN IMMEDIATE TERMINATION**

All employees are expected to meet Randolph College's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the College's policies and procedures.

If an employee does not meet these standards, the College may, under appropriate circumstances, take corrective action, up to and including dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the College's policies and procedures and/or disciplinary problems.

In those instances where serious performance deficiencies exist such that continuation of this poor performance would result in discharge, your supervisor may use the following "WARNING" procedure (while it is considered that an informal meeting to discuss a problem will have a positive effect, a supervisor may take the option of officially documenting the performance deficiency in writing):

1. **Verbal Warning**  
A private explanation and discussion of the performance deficiency (E.g. poor attendance, excessive tardiness, unsatisfactory performance, disruptive working relationships, etc.), including how this deficiency is to be rectified and indication of time by which deficiency must be rectified.
2. **Written Warning**  
This second warning will include the same elements as the verbal warning but will be in writing and given to the employee with a copy to the Human Resources Office. The written warning should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or recurs.
3. **Final Warning**  
A notice of termination unless the deficiency is immediately rectified. This will also be in writing and signed by the employee with a copy to the Human Resources Office.
4. **Termination**

## **EXIT INTERVIEW**

The Director of Human Resources will schedule an exit interview with the terminating employee sometime during the employee's last week of employment. The purpose of this interview is to ensure that College property, such as keys or uniforms, have been turned over to the supervisor and to discuss the termination of fringe benefits.

## **BENEFITS**

All College fringe benefits, such as health insurance, life insurance, short and long term disability benefits, and pension benefits end as of your last day of employment.

## **COBRA**

### **IMPORTANT INFORMATION** **ABOUT YOUR COBRA CONTINUATION COVERAGE RIGHTS**

#### **What is continuation coverage?**

Federal law requires that most group health plans (including the College's group health plans) give employees and their families the opportunity to continue their health care coverage when there is a "qualifying event" that would result in a loss of coverage under an employer's plan. Depending on the type of qualifying event, "qualified beneficiaries" can include the employee (or retired employee)

covered under the group health plan, the covered employee's spouse, and the dependent children of the covered employee.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries under the Plan, including open enrollment and special enrollment rights.

### **How long will continuation coverage last?**

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee becomes entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement.

Continuation coverage will be terminated before the end of the maximum period if:

- any required premium is not paid in full on time,
- a qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition on the qualified beneficiary,
- a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or
- the College ceases to provide any group health plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

### **How can you extend the length of COBRA continuation coverage?**

If you elect continuation coverage, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify the College's Director of Human Resources of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide notice of a disability or

second qualifying event may affect the right to extend the period of continuation coverage.

***Disability***

An 11-month extension of coverage may be available if any qualified beneficiary is determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The disabled qualified beneficiary, or his or her authorized representative, must notify the College’s Director of Human Resources before the end of the initial 18-month period of continuation coverage and provide verification of SSA’s determination that the disability commenced at some time before the 60<sup>th</sup> day of COBRA continuation coverage. The disabled qualified beneficiary may be required to provide evidence that the disability has continued through the end of the initial 18-month period of continuation coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined by SSA to no longer be disabled, you must notify the Plan of that fact within 30 days after SSA’s determination by contacting the College’s Director of Human Resources.

***Second Qualifying Event***

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of the covered employee, divorce or separation from the covered employee, the covered employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child’s ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify the Plan within 60 days after a second qualifying event occurs if you want to extend your continuation coverage. You may contact the Plan by contacting the College’s Director of Human Resources.

**How can you elect COBRA continuation coverage?**

To elect continuation coverage, you must complete the Election Form and furnish it to the College’s Director of Human Resources according to the directions on the form. Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee’s spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only

one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries.

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage will affect your future rights under federal law. First, you can lose the right to avoid have pre-existing exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of continuation coverage may help you not have such a gap. Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not get continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of a qualifying event. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

### **How much does COBRA continuation coverage cost?**

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health plan (including both the employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation period for each option is described in the Election Form or in a notice that accompanies the Election Form.

### **When and how must payment for COBRA continuation coverage be made?**

#### ***First payment for continuation coverage***

If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date the Election Form is post-marked, if mailed). If you do not make your first payment for continuation coverage in full not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact Sharon Saunders, Director of Human Resources, at (434) 947-8000, Extension: 4154, to confirm the correct amount of your first payment.

***Periodic payments for continuation coverage***

After you make your first payment for continuation coverage, you will be required to make periodic payments for each subsequent period of coverage. The periodic payments are due on a monthly basis by the 15<sup>th</sup> day of each month. If you make a periodic payment on or before the 15<sup>th</sup> day of the coverage period to which it applies, your coverage under the Plan will continue for that coverage period without any break. The Plan will send periodic notices of payments due for these coverage periods.

***Grace periods for periodic payments***

Although monthly payments are due on the 15<sup>th</sup> day of each month, you will be given a grace period of 30 days after the first day of the coverage period to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment.

If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

Your first payment and all periodic payments for continuation coverage should be sent to:

Randolph College  
 Attention: Human Resources  
 2500 Rivermont Avenue  
 Lynchburg, Virginia 24503

**For more information**

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from your Plan Administrator.

If you have any questions concerning the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, you should contact the Director of Human Resources, Randolph College, 2500 Rivermont Avenue, Lynchburg, Virginia 24503, (434) 947-8000, Extension: 4154.

**Vacation Pay**

The College does not pay out unused accrued vacation. If the employee took more vacation days than entitled to under the vacation policy, the time taken will be deducted from the final paycheck.

## **Final Paycheck**

Employees leaving the College must return all College property before their final paycheck can be released. The final paycheck will be mailed during the next normal pay period. If there are unpaid obligations to the College, the final paycheck will reflect the appropriate deductions.

## **Reference Checks**

All inquiries regarding a current or former Randolph College employee must be referred to the Human Resources Department.

Should an employee receive a written request for a reference, the request should be referred to the Human Resources Department for handling. No Randolph College employee may issue a reference letter for any current or former employee without the permission of the Director of Human Resources.

Under no circumstances should any Randolph College employee release any information about any current or former employee over the telephone. All telephone inquiries regarding any current or former employees of Randolph College must be referred to the Human Resources Office.

In response to an outside request for information regarding a current or former Randolph College employee, the Human Resources Office will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former Randolph College employee will be released unless the employee authorizes the College to release such information in writing or the College is required by law to furnish such information.

## **Retirement**

An employee of the College may initiate retirement at any time. Normal retirement is considered to be at age 65; however, IRS regulations allow early retirement at age 55. If you are considering retirement, you need to consult with the Human Resources Department to discuss maximum benefit opportunities. An employee considering retirement should notify the Social Security Office so that he/she will be aware of earning limitations for the year they initiate the retirement. If the employee has been a participant in the College Pension Plan, the employee will need to notify the provider several months in advance so that the employee will have enough time to complete the retirement application indicating which payment option he/she elects and return the paperwork to the carrier for processing.

In the area of benefits, a retiring full-time employee may elect to continue coverage with the College group health policy at the prescribed monthly cost, provided the retiring employee has completed 10 years of continuous service beginning on or after age 50 and

who is at least age 60. In addition, the retiree must participate in Medicare Part B. Spouses who were enrolled in the College Group Health Insurance Policy at the time of retirement will also be allowed to continue on the group plan. The retiree plan functions as Medicare Supplement Policy. All claims must first be filed with Medicare and then upon receipt of the Medicare statement, the balance is filed with the group policy. The retiree will be billed monthly for the coverage. The retiree must pay the entire amount of the monthly premium. The College does not contribute to the retired employee's premium.

If, as a retired faculty or staff member, you are participating in the College's medical insurance when you die, any of your Dependents who are then insured for such insurance may remain so insured as long as further payments of monthly premiums are continued. The insurance on any of those Dependents will remain in force until the earliest date below:

- the date of remarriage of the surviving spouse, if any;
- the date the Dependent ceases to qualify as a Dependent for a reason other than lack of primary support by you;
- the date the policy is discontinued.

The Dependent benefits payable after you die will be those in effect for your Dependents on the day prior to your death.

All other benefits will end as of the date of retirement.

Retired full-time staff members may continue to utilize College facilities and may take courses at the College on a space available basis and with prior approval from the faculty member.