



# **PROCEDURE MANUAL FOR STUDENT EMPLOYMENT**

Federal & Institutional Work-Study

**June 2015**

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## **ABOUT THE PROCEDURE MANUAL**

This Procedure Manual is intended to acquaint student employees and supervisors of the Randolph College Student Work-Study Employment Process. **Note: This Procedure Manual is not intended to and does not create a contract of employment, either expressed or implied, guarantee employment for any particular period or term, establish binding terms or conditions of employment, or limit possible reasons for ending the employment relationship. That means that both you and the College are legally free to terminate the employment at any time and for any reason, except as prohibited by applicable law. No employee, supervisor, manager, or officer has any authority from the College to offer any contract of employment or otherwise change this "at will" status except in writing, with the express written approval of the President and/or Board of Trustees.**

The College reserves the right to change the policies/procedures described herein without notice and to make exceptions to the policies described where it deems appropriate. This Procedure Manual also necessarily does not reflect changes in policies made after the date shown on the cover, although you may be notified from time to time of amendments to the Procedure Manual or changes in the policies contained in it. The Procedure Manual is available in hardcopy version from Human Resources.

## **OVERVIEW OF THE STUDENT WORK-STUDY PROGRAM**

The Student Work-Study Program at Randolph College is, in fact, two separate work-study programs, Randolph College Institutional Work-Study (RC) and Federal Work-Study (FWS). The College has a strong commitment to the philosophy that student employment opportunity provides a positive influence on both the student and the College. The experience provides an opportunity for the student to:

- assist with his/her own expenses,
- develop a further sense of responsibility and feel connected to the College,
- budget his/her time,
- provide future job reference and resume material, and
- help service to the various departments across campus.

The student's campus employment may be the first and/or only job reference he/she will have when he/she graduates. A "full-time" campus job is an average of 10 hours per week allowing the student to earn potentially \$2,000 during the academic year.

The Federal Work-Study Program provides 75% and Randolph College provides 25% of the wages to eligible students who qualify based on the results of the student Free Application for Federal Student Aid (FAFSA). Randolph College has never received enough federal funding under the Student Work-Study Program to fund all of those students who qualify. Randolph College tries to provide 100% funding to an ever-increasing number of students in this profile.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Randolph College is an *equal opportunity employer*. We do not discriminate or allow discrimination on the basis of race, color, religion, sex (including pregnancy), gender identity, gender expression, national origin, age, disability, genetic information, marital status, veteran status, political beliefs, or any other classification protected by applicable law. This policy applies to all terms and conditions of employment, including but not limited to hiring, promotion, termination, placement, transfer, layoff, recall, compensation, and training.

We require that all of our employees (faculty, staff, and student employees), supervisors, and managers understand and adhere to this policy. Acts of discrimination, including illegal harassment, will not be tolerated. We will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship on the College.

Any violation of this Equal Employment Opportunity policy, including its prohibitions on harassment, will be dealt with severely. Any employee, including any manager or supervisor, who engages in such violation will be subject to appropriate disciplinary action up to and including discharge.

The Human Resources Office has overall responsibility for this policy and maintains reporting and monitoring procedures. Inquiries or complaints should be directed to the Director of Human Resources (located in Smith Memorial Building), Randolph College, 2500 Rivermont Avenue, Lynchburg, Virginia 24503. Telephone (434) 947-8114.

## **EMPLOYMENT ELIGIBILITY AND VERIFICATION (FORM I-9)**

The Department of Homeland Security requires that every employee hired by the College after November 6, 1986, complete Section 1 of the Employment Eligibility Verification Form (commonly called I-9) on the first day of work and the employee must provide the required document or documents for the employer to complete Section 2 within three workdays of the start of work. This is a condition of employment. (A list of acceptable documents is on the back of Form I-9.) Form I-9 provides proof of eligibility to work in the United States.

If an employee's status documents expire on a particular date, he or she must come to the Human Resources Department with appropriate documentation before the expiration date of the documents to have their records updated. Failure to provide the required documentation by law by the expiration date may lead to suspension and/or termination.

## **NON DISCRIMINATION AND HARASSMENT**

Every College member has the right to work and study in an environment free from discrimination and harassment and deserves to be treated with dignity and respect. The College is, therefore, committed to providing a work environment free from harassment, intimidation, and coercion based on or related to race, gender, religion, national origin, sexual orientation, genetic information, age, disability, marital status, or any other classification protected by applicable law. Such behavior is inconsistent with our philosophy of mutual respect for all employees and will not be tolerated.

## **SEXUAL MISCONDUCT POLICY**

*Student employees are students first, as such, they should follow the student Sexual Misconduct Policy.*

Randolph College is committed to maintaining a community in which learning and working can be carried out in an environment of human dignity and respect. The College stands opposed to all forms of harassment, including sexual and gender-based harassment, and will work to prevent such behavior within the College community. Sexual misconduct is antithetical to the values and standards of the Randolph community, is incompatible with the safe, healthy environment that the community expects and deserves, and will not be tolerated.

Title IX of the Higher Education Amendments of 1972 states that:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

20 U.S.C. § 1681

As a recipient of federal funds, Randolph College is required to comply with Title IX of the Higher Education Amendments of 1972, 20 U.S.C. § 1681 et seq. ("Title IX"), which prohibits discrimination on the basis of sex in educational programs or activities, admission and employment. Under certain circumstances, sexual misconduct (as defined below) constitutes sexual discrimination prohibited by Title IX.

Any act of sexual misconduct constitutes a violation of College policy. The College is committed to fostering a community that promotes prompt reporting of all types of sexual misconduct and timely and fair resolution of sexual misconduct cases. Creating a safe environment is the responsibility of all members of the College community. When an allegation of sexual misconduct is brought to an appropriate administrator's attention, and a Respondent is found to have violated this policy, serious sanctions will be used to reasonably ensure that such actions are never repeated. This policy is intended to define community expectations, to establish a mechanism for determining when those expectations have been violated, and protect the rights and needs of Complainants and Respondents.

## **Overview of Policy**

The expectations of our community regarding sexual misconduct can be summarized as follows:

In order for individuals to engage in sexual activity of any type with each other, there must be clear, knowing and voluntary consent prior to and during sexual activity. Consent is sexual permission. Consent can be given by word or action, but non-verbal consent is not as clear as talking about what you want sexually and what you don't. Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity. Silence--without actions demonstrating permission--cannot be assumed to show consent.

Additionally, there is a difference between seduction and coercion. Coercing someone into sexual activity violates this policy just as physically forcing someone into sex. Coercion happens when someone is pressured unreasonably for sex.

Because alcohol or other drug use can place the capacity to consent in question, sober sex is less likely to raise such questions. When alcohol or other drugs are being used, a person will be considered unable to give valid consent if they cannot fully understand the details of a sexual interaction (who, what, when, where, why, or how) because they lack the capacity to reasonably understand the situation. Individuals who consent to sex must be able to understand what they are doing. Under this policy, "No" always means "No," and "Yes" may not always mean "Yes." Anything but a clear, knowing and voluntary consent to any sexual activity is equivalent to a "no."

In the case of allegations of sexual misconduct, this policy supersedes all other procedures and policies set forth in other College documents. The College reserves the right to take whatever measures it deems necessary in response to an allegation of sexual misconduct in order to protect students' rights and personal safety. Such measures include, but are not limited to, modification of living arrangements, interim suspension from campus pending a hearing, and reporting the matter to the local police. Not all forms of sexual misconduct will be deemed to be equally serious offenses, and the College reserves the right to impose different sanctions, ranging from verbal warning to expulsion, depending on the severity of the offense. The College will consider the concerns and rights of both the Complainant and Respondent.

### **Sexual Misconduct Offenses**

Sexual misconduct refers to any conduct or act of a sexual nature perpetrated against an individual without consent. Sexual misconduct can occur between strangers or acquaintances, including people involved in an intimate or sexual relationship. Sexual misconduct can be committed by men or by women, and it can occur between people of the same or different sex. The College encourages reporting of all sexual misconduct.

Sexual misconduct offenses include, but are not limited to: sexual harassment; non-consensual sexual contact (or attempts to commit the same); non-consensual sexual intercourse (or attempts to commit the same); sexual exploitation; stalking; intimate partner violence; and retaliation.

1. Sexual harassment is unwelcome, gender-based verbal, nonverbal, written, electronic or physical conduct that is sufficiently severe, persistent or pervasive that it substantially and unreasonably interferes with, denies, or limits someone's ability to participate in or benefit from

education or employment at the College and is based on power differentials (quid pro quo), intimidation, the creation of a hostile environment, or retaliation.

2. A hostile environment caused by sexual harassment includes any situation in which there is harassing conduct that is sufficiently severe, pervasive, or objectively offensive that it alters the conditions of employment or limits, interferes with, or denies educational benefits or opportunities.

3. Non-Consensual sexual contact is any intentional sexual touching, however slight, with any object, by a man or woman upon a man or woman that is without consent and/or by force.

4. Non-Consensual sexual intercourse is any sexual intercourse, however slight, with any object, by a man or woman upon a man or woman that is without consent and/or by force.

5. Sexual exploitation occurs when a person takes non-consensual or abusive sexual advantage of another person for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses.

6. Stalking refers to a course of physical or verbal conduct directed at another individual that could be reasonably regarded as likely to alarm, harass, or cause fear of harm or injury to that person or to a third party. A course of conduct consists of at least two acts. The feared harm or injury may be physical, emotional, or psychological. Stalking includes cyber-stalking, in which electronic media are used to pursue, harass, or to make unwelcome contact with another person in an unsolicited fashion.

7. Intimate partner violence is often referred to as dating violence, domestic violence or relationship violence. Intimate partner violence includes any act of violence or threatened act of violence against a person who is, or has been involved in, a sexual, dating, domestic or other intimate relationship with the Respondent.

8. Retaliation refers to acts or attempts to retaliate or seek retribution against the Complainant, Respondent, or any individual or group of individuals involved in the complaint, investigation and/or resolution of an allegation of sexual misconduct. Retaliation can be committed by any individual or group of individuals, not just a Respondent or Complainant. Retaliation can take many forms, including threats, intimidation, pressuring, continued abuse, violence or other forms of harm to others.

### **Consent**

Consent is clear, knowing, and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity. Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity and can be withdrawn at any time. Previous relationships or prior consent cannot imply consent to future sexual acts. Coercion, force, or threat of either invalidates consent.

Consent may never be given by:

- (a) Minors, even if the other participant did not know the minor's age.

(b) Mentally disabled persons, if their disability was reasonably knowable to a sexual partner who is not mentally disabled.

(c) Persons who are incapacitated (whether as a result of drugs, alcohol or otherwise), unconscious, asleep, or otherwise physically helpless or mentally or physically unable to make informed, rational judgments. The use of alcohol or other drugs does not diminish one's responsibility to obtain consent and does not excuse conduct that constitutes sexual misconduct under this policy. If at any time during a sexual act any confusion or ambiguity is or should reasonably be apparent on the issue of consent, it is incumbent upon each individual involved in the activity to stop and clarify the other's willingness to continue and capacity to consent. Neither party should make assumptions about the other's willingness to continue.

### **Force**

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

### **Other Misconduct Offenses (will fall under Title IX when gender-based)**

1. Threatening or causing physical harm, extreme verbal abuse, or other conduct which threatens or endangers the health or safety of any person;
2. Discrimination, defined as actions that deprive other members of the community of educational or employment access, benefits or opportunities on the basis of gender;
3. Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another;
4. Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the college community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity.
5. Bullying, defined as repeated and/or severe aggressive behavior likely to intimidate or intentionally hurt, control, or diminish another person, physically or mentally (that is not speech or conduct otherwise protected by the 1<sup>st</sup> Amendment).

### **Reporting Sexual Misconduct**

Randolph College strongly supports and encourages prompt reporting of sexual misconduct. If you believe you or someone you know has been a victim of sexual misconduct, you should report incident(s) to the College's Title IX coordinator or to College Safety and Security as soon as possible. Because sexual misconduct may constitute both a violation of College policy and criminal activity, and because the College grievance process is not a substitute for instituting legal action, the College encourages individuals to report alleged sexual misconduct promptly to campus officials and to law enforcement authorities. Individuals may file a complaint at any time, but the College strongly encourages individuals to file complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding. The College's investigation and resolution of a complaint (not including an appeal, if applicable) will generally be completed within 60 calendar days of the receipt of the complaint, absent extenuating circumstances. Any



party may request an extension of any deadline by providing the Title IX Coordinator with a written request for an extension. The Title IX Coordinator may modify any deadlines contained in this policy as necessary and for good cause.

Any student may file a complaint against other students or employees of the College. In addition, a College employee may file a complaint against other employees or students of the College. Students and employees of the College may also file complaints regarding third parties who are not enrolled at or employed by the College if the conduct giving rise to the complaint is related to the College's academic, educational, or extracurricular programs or activities. The College may not have jurisdiction to discipline third parties, but it can provide a student or employee with support services and, if appropriate, it will conduct an investigation of the incident to ensure that it does not represent a pattern of sexual misconduct occurring at the College or involving its students or employees. Finally, third parties may file a complaint against students or employees of the College under this policy if the conduct giving rise to the complaint is related to the College's academic, educational, or extracurricular programs or activities.

## **How to Report**

### **Immediate Assistance**

If you or someone you know has been the victim of sexual misconduct, contact Campus Safety and Security, 24 hours a day, at 8000 (from an on-campus phone) or 434.947.8000 (from a cell phone) or the Lynchburg Police Department at 911.

Individuals are strongly encouraged to inform the Lynchburg Police Department about instances of sexual misconduct. Individuals may file complaints directly with local law enforcement agencies by dialing 911. Individuals may contact any of the following for assistance in filing a complaint with local law enforcement:

1. Randolph College Safety and Security, 24 hours a day, seven days a week (available by phone at 434.947.8000 and located in Main Hall),
2. the College's Title IX Coordinator, Matha Thornton, from 8:00 a.m. to 5:00 p.m., Monday through Friday (available by phone at 434.947.8895 or by email at [mthornton@randolphcollege.edu](mailto:mthornton@randolphcollege.edu) and located in the Dean of Students Office in Main Hall).

Individuals may inform law enforcement authorities about sexual misconduct and discuss the matter with a law enforcement officer without making a formal criminal complaint (or a College complaint). Individuals who make a formal criminal complaint may also choose to pursue a College complaint simultaneously.

### **Filing a Complaint**

Anyone wishing to make a complaint under this policy should contact one of the following individuals or offices:

1. Title IX Coordinator. Randolph College's Title IX Coordinator is Matha Thornton, Vice President for Student Affairs and Dean of Students, whose office is located in Main Hall in the Dean of Students Suite. Dean Thornton may be contacted during business hours (8:30 a.m. to 5:00 p.m., Monday through Friday) by phone at 434.947.8119 or by email at [mthornton@randolphcollege.edu](mailto:mthornton@randolphcollege.edu).
2. Randolph College Safety and Security. The Department of Safety and Security is located in Main Hall at the Reception and Information Desk. The Department of Safety and Security is also

available by phone at 434.947.8000. Campus Security Officers are available 24 hours a day, seven days a week.

3. Dean of Students. The Dean of Students Office is located in Main Hall. The Dean of Students is available during business hours (8:30 a.m. to 5:00 p.m., Monday through Friday) by phone at 434.947.8119.

4. Human Resources Office. The Human Resources Office is located in Smith Hall, Room 103. The Human Resources Office is available during business hours (8:30 a.m. to 5:00 p.m., Monday through Friday) by phone at 434.947.8114.

If an employee of the Randolph College Department of Safety and Security, the Dean of Students Office, or the Human Resources Office receives a report of alleged sexual misconduct, that employee must notify the College's Title IX Coordinator.

Individuals may also file anonymous reports by calling Campus Safety and Security or completing a form online at [http://web.randolphcollege.edu/security/silent\\_witness.asp](http://web.randolphcollege.edu/security/silent_witness.asp).

Individuals who choose to file anonymous reports are advised that it may be very difficult for the College to follow up or take action on anonymous reports, where corroborating information is limited. Anonymous reports may be used for Clery Act data collection purposes. The Clery Act requires all colleges that participate in federal financial aid programs to keep and disclose information about crime on and near their respective campuses.

An individual may report alleged sexual misconduct to a faculty or staff member other than those referenced above. It is important to note that all College employees (except for Health and Counseling Center staff and the College Chaplain) are mandated reporters and are required by Federal regulations to report known or suspected incidents of sexual misconduct to the College's Title IX Coordinator, whereupon such information will be used in compliance with this policy, including notification of local police as required by law. No employee is authorized to investigate or resolve complaints without the involvement of the College's Title IX Coordinator or designee.

### **Confidentiality**

The College will make every feasible effort to preserve the confidentiality of and prevent the disclosure of the identities of the parties involved in a sexual misconduct matter. However, information regarding alleged sexual misconduct must be handled in accordance with applicable state and federal laws. Individuals should understand, for example, that under conditions of imminent harm to the community, the College may be required by federal law to inform the community of the occurrence of the incident(s) of sexual misconduct. In addition, information regarding alleged sexual misconduct will be shared among College administrators as appropriate and necessary. It is important to note that all College employees (except for Health and Counseling Center staff and the Campus Chaplain) are mandated reporters and are required by Federal regulations to report incidents of sexual misconduct to the College's Title IX Coordinator, whereupon such information will be used in compliance with this policy, including notification of local police as required by law. Complainants and Respondents may request that the College treat information regarding alleged sexual misconduct as confidential. The College takes such requests seriously. However, the College cannot always control confidentiality violations by students or third parties.

Requests for confidentiality may limit the College's ability to investigate and take reasonable action in response to a complaint. In such cases, the College will evaluate the request(s) that a complaint remain confidential in the context of the College's commitment to provide a reasonably safe and non-discriminatory environment.

In order to make such an evaluation, the Title IX Coordinator or designated administrators may conduct a preliminary investigation into the alleged sexual misconduct and may weigh the request(s) against the following factors:

- (a) the seriousness of the alleged sexual misconduct;
- (b) the Complainant's age;
- (c) whether there have been other complaints of sexual misconduct against the Respondent;
- (d) the Respondent's right to receive information about the allegations if the information is maintained by the College as an "education record" under FERPA; and
- (e) the applicability of any laws mandating disclosure.

The Title IX Coordinator will inform the person requesting confidentiality if the College cannot ensure confidentiality.

### **Individuals with Disabilities**

The College will make arrangements to ensure that individuals with disabilities are provided appropriate accommodations, to the extent necessary and available, to participate in the steps and procedures outlined in this policy. Requests for accommodations must be made to the Office of Disability Services, 434.947.8132.

### **Protecting Students Reporting Sexual Misconduct**

The Title IX Coordinator or designee will consult with the reporting party and the victim regarding protective measures such as changes to campus housing or academic schedules, removing the student's information from the College directory, or issuing a "no contact order."

Retaliation against any person for filing, supporting, or providing information in connection with a complaint of sexual misconduct is strictly prohibited. Violations will be addressed through this policy. Any person who feels that he or she has been subjected to retaliation should make a report to the Title IX Coordinator.

The College considers the reporting and adjudication of sexual misconduct cases on campus to be of paramount importance. The College does not condone underage drinking; however, the College may extend limited immunity from sanctioning in the case of illegal alcohol use to victims, witnesses and those reporting incidents and/or assisting the victims of sexual misconduct, provided that they are acting in good faith in such capacity.

### **Grievance Procedure**

Complaints of sexual misconduct may be resolved through the informal process or through a formal hearing procedure, described below. Having attempted resolution through the informal process does not preclude the Complainant's use of the formal hearing procedure if he or she is not satisfied with the efforts to resolve the complaint through the informal process. In addition, a Complainant may choose to utilize the formal procedure without having attempted resolution through the informal process.

Complaints may be made against an individual by the Complainant, by another College community member, or by the College for the purpose of fulfilling its duty to maintain appropriate vigilance against conduct that constitutes sexual misconduct.

This grievance procedure must not be used to bring malicious or knowingly false complaints. The sexual misconduct grievance procedure will be used when any person is alleged to have filed a knowingly false complaint or who knowingly provides false information to College

officials. If a claim is not substantiated, the College may, with the agreement of the Respondent, take steps to restore the reputation of the accused individual, including expunging records or notification to persons who participated in the grievance proceeding(s).

The Title IX Coordinator is responsible for determining and documenting whether reasonable grounds exist to believe that the conduct at issue constitutes sexual misconduct under this policy. The Title IX Coordinator will direct that the case will proceed unless it is clear from the complaint and/or the initial meetings with the parties and/or the investigation that no reasonable grounds exist for believing that the conduct at issue constitutes sexual misconduct under this policy.

If at any point during the complaint, investigative or disciplinary processes, the Title IX Coordinator or designated representatives reasonably believe that a Respondent who is a member of the College community poses a substantial threat of harm to the Complainant or other members of the campus community; threatens or endangers College property; or disrupts the stability and continuance of normal College operations and functions, the Title IX Coordinator or Deputy Coordinator, in conjunction with the appropriate College administrators, may take actions to minimize or eliminate the threat including , but not limited to, issuing a no-contact order, referring the respondent to counseling , or interim suspension.

### **Informal Process**

Any member of the College community who believes she or he has been the victim of sexual misconduct and chooses to seek more information about sexual misconduct or an informal remedy to the situation may contact the Title IX Coordinator.

The objective of the informal process is to respond immediately to a complaint with actions designed to eliminate misconduct. The goals of the informal process are to gather information, identify sources of conflict, analyze problems, and offer ways for resolving the complaint. The Title IX Coordinator or designee will discuss with the Complainant the individual's concerns, clarify the College's policy and grievance procedure, and when appropriate remind her or him of the availability of counseling services. The resolution process shall vary depending on the Complainant's willingness to have her or his identity disclosed.

a. If the Complainant is willing to have her or his identity disclosed to the Respondent: The Title IX Coordinator or designee will attempt to work with the parties involved to resolve the matter informally. The resolution process might involve any number of strategies, including (1) individual meeting(s) between Title IX Coordinator or designee and the Respondent; (2) written communication between the Complainant and the Respondent; and/or (3) mediated meeting(s) between the Complainant and the Respondent, facilitated by the Title IX Coordinator or designee. Mediated meetings are not available in cases of sexual assault.

Based on information gathered from the Complainant and the Respondent, the Title IX Coordinator or designee shall prepare a written resolution agreement she or he believes will fulfill the goals of the informal process and is acceptable to all parties.

If the parties agree to an informal resolution of the complaint, the Title IX Coordinator or designee shall have the resolution agreement signed by both parties, provide each party with a copy of the signed agreement, and maintain the original of the signed agreement in the Title IX Coordinator's confidential file; and

If a mutually agreeable resolution cannot be reached, the Title IX Coordinator or designee shall send each party written notification of that fact and of the formal procedure for pursuing a sexual misconduct complaint and shall maintain a copy of the written notification in the Title IX Coordinator's confidential file.

b. If the Complainant is not willing to have her or his identity disclosed to the Respondent:

The Title IX Coordinator can determine that it is in the best interest of the College to pursue the issue. The College may start an investigation even in the absence of a filed complaint if information about sexual misconduct comes to the attention of the College. The Title IX Coordinator shall notify the Complainant that the College will be pursuing the issue. The Title IX Coordinator will notify the Respondent that a confidential complaint has been reported. The Title IX Coordinator will advise the Complainant that she or he may still elect to seek resolution of the complaint in the future.

### **Formal Process**

In the case of formal resolution, a Hearing Panel will conduct a series of hearings in which it will interview and question the Complainant and the Respondent, and any witnesses or other third parties whose testimony the Hearing Panel deems relevant.

At any time prior to the date of his or her designated hearing, the Respondent may elect to acknowledge his or her actions and take responsibility for the alleged sexual misconduct. In such a situation, the Title IX Coordinator or designee will propose sanction(s). If the Complainant and the Respondent agree to such proposed sanction(s), then the complaint will be resolved without a hearing and without any further rights of appeal by any party. If either the Complainant or Respondent objects to such proposed sanction(s), then the Hearing Panel will convene for the exclusive purpose of determining a sanction. The decision of the Hearing Panel regarding sanctions may be subject to appeal.

a. The Hearing Panel. The Title IX Coordinator or designee will appoint the members of the Hearing Panel, to include three faculty or staff, with one member serving as the Chair of the Hearing Panel. Members of the Hearing Panel must be trained to hear cases of sexual misconduct. The Title IX Coordinator or designee will share the complaint and the investigative report with the Hearing Panel and, if only a portion of the misconduct alleged in the complaint justifies continuing to the hearing process, the Title IX Coordinator or designee will specify which part(s) of the alleged misconduct will be the subject of the hearings.

b. Notice of the Composition of the Hearing Panel. Promptly after appointing the members of the Hearing Panel, the Title IX Coordinator or designee will provide concurrent written notice to the Complainant and the Respondent, setting forth the names of the individuals selected to serve on and chair the Hearing Panel. If only a portion of the alleged misconduct justifies continuing to the hearing process, the Title IX Coordinator or designee will also specify in the notice which part(s) of the alleged misconduct will be the subject of the hearings.

The parties may challenge the participation of any member of the Hearing Panel by submitting a written objection to the Title IX Coordinator or designee within three days

of delivery of the notice of the composition of the Hearing Panel. Such objection must state the specific reason(s) for the objection. The Title IX Coordinator or designee will evaluate the objection and determine whether to alter the composition of the Hearing Panel. Failure to submit a timely and proper objection will constitute a waiver of any right of objection to the composition of the Hearing Panel. Any changes in the composition of the Hearing Panel will be provided in writing to both parties prior to the date of the first hearing.

c. Hearing Policies and Procedures

1. Submission of Written Materials by the Parties. Within five days of delivery of the notice of composition of the Hearing Panel, the Complainant and the Respondent may provide the Title IX Coordinator or designee with (1) a list of witnesses, if any, that they propose that the Hearing Panel call and a brief description of each proposed witness's connection to and/or knowledge of the issues in dispute, and (2) a written statement of position.

2. Notice of the Hearings. Not less than five days, but not more than ten days after delivery of notice of the composition of the Hearing Panel to the parties, the Title IX Coordinator or designee will provide a separate notice to the Complainant, the Respondent, and any witnesses or other third parties whose testimony the Hearing Panel deems relevant, requesting such individuals to appear before the Hearing Panel. The notice should set forth, as applicable, the date, time, and location of the relevant individual's hearing. In its notices to the Complainant and the Respondent, the names of the witnesses or other third parties that the Hearing Panel plans to call will be provided.

3. Failure to Appear. If the Complainant or the Respondent fails to appear before the Hearing Panel if requested to do so, and such party was provided proper notice of the hearing as set forth above, then absent extenuating circumstances, the Hearing Panel will proceed.

4. Counsel and Support Persons. Both the Complainant and the Respondent may have an advisor present to support and assist them during their respective hearings. The Title IX Coordinator, designee, or Chair of the Hearing Panel may disallow the attendance of an advisor if they are also a witness or if, in the discretion of the Chair of the Hearing Panel, the person's presence would be obstructive to the hearing or otherwise warrant his or her removal from the hearing. An advisor may communicate with a party privately, but he or she may not address the Hearing Panel, cross-examine witnesses, or have any other speaking role. An advisor must maintain confidentiality regarding any and all communications exchanged pursuant to this policy. Absent accommodation for disability, the parties may not be accompanied by any other individual during the hearing process.

5. Evidentiary Matters. The Complainant and the Respondent will have an equal opportunity to present evidence during their respective hearings. Formal rules of evidence will not be observed during the hearings.

Evidence of the past sexual histories of the Complainant and the Respondent will not be permitted at the hearings, unless the Complainant has been in the past formally disciplined by the College for falsely filing complaints alleging sexual misconduct; the Respondent has been in the past either convicted in a criminal proceeding or formally disciplined by the College for sexual misconduct; or the past sexual activity of the Respondent may be permitted to show that they have engaged in a pattern of behavior similar to the alleged sexual misconduct at issue before the Hearing Panel, provided the Chair of the Hearing Panel determines in writing that the evidence is reliable and trustworthy and the conduct is sufficiently and substantially similar to the conduct at issue before the Hearing Panel to suggest a pattern of behavior.

6. Conduct of the Hearings. The hearings will be conducted in an inquisitorial manner, which means that the Hearing Panel will be responsible for asking questions of the parties and the witnesses and developing evidence through testimony. The Chair of the Hearing Panel will resolve any questions concerning procedure or the admission of evidence or testimony (including the relevancy and reliability of the evidence and testimony).

The Respondent may choose not to testify or appear before the Hearing Panel; however, his or her exercise of that option will not preclude the Hearing Panel from making a determination regarding the complaint filed against the Respondent.

In the interests of a fair and equitable hearing, the parties involved in sexual misconduct proceedings may not be required, or allowed, to confront one another directly if it is determined that such direct contact will impair the fairness of the hearing process or the emotional well-being of the Complainant or Respondent. If the parties are separated for any part of the hearing process, any testimony or evidence will be made available to ensure fairness and support a rebuttal.

7. The Decision of the Hearing Panel. Following the conclusion of the hearings, the Hearing Panel will confer and by majority vote determine whether the evidence establishes that it is more likely than not that the Respondent is responsible for violating the sexual misconduct policy. In other words, the standard of proof will be the preponderance of the evidence standard. Sanctions for a finding of responsibility depend upon the nature and gravity of the misconduct, any record of prior discipline for sexual misconduct, or both. In the most serious cases, suspension or expulsion is probable.

The Hearing Panel will determine sanctions, giving consideration to whether a given sanction will (1) bring an end to the violation in question, (2) reasonably prevent a recurrence of a similar violation, and (3) remedy the effects of the violation. The Hearing Panel will forward its determinations regarding sanctions to the Title IX Coordinator or designee.

Sanctions imposed are not effective until the resolution of any timely appeal. However, if it is advisable in order to protect the welfare of the victim, Complainant (if not the victim) or the College community, the Hearing Panel (or other decision-making body, if applicable) may recommend and the Title IX

Coordinator may determine that any sanctions be effective immediately and continue in effect until such time as the appeal process is exhausted.

8. Final Accommodations and Corrective Action. In addition to any sanctions imposed on the Respondent, promptly following the conclusion of the hearings and the Hearing Panel's issuance of a determination of responsibility, the Title IX Coordinator or designee will determine the final accommodations to be provided to the Complainant, if any, and the Title IX Coordinator or designee will communicate such decision to the Complainant and, to the extent that it affects him or her, to the Respondent.

9. Final Outcome Letter. Within 6 calendar days following the conclusion of the hearings, the Hearing Panel will issue a written decision letter concurrently to the Respondent and the Complainant. The Final Outcome Letter will set forth the name of the Respondent, the violation (s) of this policy for which the Respondent was found responsible, if any, sanctions imposed on the Respondent, if any, and it may set forth names of other individuals, such as a victim or witness, provided that such other individuals provide their written consent to such inclusion.

9. Confidentiality and Disclosure. In order to comply with FERPA and Title IX, the hearing process is not open to the general public. Accordingly, documents prepared in anticipation of the hearings and documents, testimony, or other information introduced at the hearings may not be disclosed outside of the hearing proceedings, except as may be required or authorized by law.

If it is determined, however, that the Respondent is found responsible for violating the sexual misconduct policy, College policy does not prohibit the further disclosure of the final outcome letter by either the Complainant or the Respondent.

## **Appeals**

The Complainant or the Respondent may appeal the decision of the Hearing Panel and/or the sanction imposed on the Respondent within 14 calendar days from the date of the Final Outcome Letter. The decision of the Hearing Panel and the sanction imposed on the Respondent may, if desired, be appealed simultaneously.

### Appeals of the Decision

The grounds for an appeal of the decision are (a) availability of germane new evidence not available at the time of the hearings that could significantly impact the outcome of the hearings and/or (b) procedural errors during the hearings that significantly impacted the outcome of the hearings. Appeals of the decision of the Hearing Panel must be made in writing to the Title IX Coordinator. The Title IX Coordinator will inform the other party (i.e., the Complainant or the Respondent) of the filing of the appeal.

The Title IX Coordinator will make a determination (a) that the decision of the Hearing Panel should stand; (b) that the decision of the Hearing Panel should be overturned; or (c) that additional hearings should occur or evidence should be obtained before making an appellate determination.

In the event that the Title IX Coordinator determines that the decision of the Hearing Panel should be overturned or that additional hearings should occur or additional evidence should be



obtained, she will specify the appropriate steps to be taken to come to a final resolution of the complaint (which may or may not include an additional hearing or set of hearings before a different hearing panel). The Title IX Coordinator will notify the Complainant and the Respondent concurrently of the decision or action.

#### Appeals of the Sanction

The sanctions imposed on the Respondent may be appealed on grounds that the severity of the sanction is disproportionate to the gravity of the sexual misconduct for which the Respondent was found responsible. Appeals must be made in writing to the Title IX Coordinator. The Title IX Coordinator will inform the other party (i.e., the Complainant or the Respondent) of the filing of the appeal.

The Title IX Coordinator will make a determination (a) that the decision of the Hearing Panel should stand, (b) that the decision of the Hearing Panel should be overturned, or (c) that additional hearings should occur or evidence should be obtained before making an appellate determination.

In the event that the Title IX Coordinator determines that the decision of the Hearing Panel should be overturned or that additional hearings should occur or additional evidence should be obtained, she will specify either (a) the final sanctions to be imposed on the Respondent, which will not be subject to further appeal or (b) that another hearing will be convened before the Hearing Panel for the sole purpose of considering sanctions, in which case the final sanctions set by the Hearing Panel will not be subject to further appeal. The Title IX will notify the Complainant and the Respondent concurrently of the decision or action.

### **STUDENT EMPLOYMENT CONDITIONS & LIMITATIONS**

Any student employed under the work-study program will be paid for all hours worked in accordance with the Fair Labor Standards Act. This act prohibits employers (including schools) from accepting voluntary services from any paid employee. Work-Study is governed by applicable federal, state, or local law.

At least 7% of federal work-study dollars must be used for community service jobs (open to the public).

Students are typically paid minimum wage. The current minimum wage is \$7.25 per hour. There are some positions on campus that pay a higher hourly rate. A student's need places a limit on the total earning permissible, but has no bearing on his/her hourly rate (only that he/she make a minimum of \$7.25 per hour).

While a typical "full-time" student job is an average of 10 hours per week, a student may vary the schedule from week to week as long as he/she does not exceed 20 hours in a given week. Many students are employed in more than one department simultaneously, but all jobs together should not exceed an average of 10 hours per week.

***The maximum number of hours any student may work under the Randolph College Student Work-Study Program is 20 hours per week. This is a labor law that the College must follow.***

Work-study students are FICA exempt during the academic year.

In addition to the above limitations, federal law does not permit a student who receives need-based aid to earn in excess of the amount of his/her campus employment award as specified on his/her financial aid award letter. Human Resources (HR) is required to terminate the student's employment when he/she has earned the maximum amount of his/her award. It is Randolph College's policy to limit the maximum hours for non-aid students to an average of 10 hours per week.

It is the responsibility of the supervisor and the student worker to monitor earnings to assure that the student's schedule will not exceed his/her semester award amount before the end of each semester of the academic year. To assist in this activity, HR monitors employment hours and notifies the student of his/her accumulated hours worked, sending a copy of the notice to his/her supervisor when the student is approaching the maximum before the end of the semester.

## **AWARDS**

Most students are awarded \$2,000 in work-study for the academic year. **Student employees may not earn more than the total work-study award listed on their financial aid award letter. Students can monitor the balance on the portal. Student employment ends when the student reaches the earnings limit or the end of the term.**

Students working over the award limit cannot be funded by the Campus Work-Study Program. In this case, there are two options for departments:

1. Can discontinue the student from working/terminate student worker.
2. May employ the student paying 100% of the student's wages from their departmental payroll budget. ***This will require written approval through a Position Request Form in advance.***

Note: Students working over their limit must still be paid by law, but should not be paid with work-study funds.

## **STUDENT EMPLOYMENT PROCESS**

In the spring of each year, the Human Resources Department distributes the Request for Student Worker Form to the various departments across campus. The forms must be completed requesting student workers for the upcoming academic year. HR will then send Work Study Agreements to supervisors in order to have them signed by each student prior to the end of the spring semester.

Once department budgets have been approved by the Business Office, it is each department's responsibility to monitor dollars spent to assure the budget is not exceeded.

The administrative responsibility for the management of student employment rests with the Human Resources Department. Final authority of the assignment for student employees comes from the Human Resources Department.

Every effort will be made to provide employment to students who qualify for need-based aid in accordance with their financial aid award. Therefore, priority is given to these students in making job assignments.

Returning students who are rehired to the same position or department will need to complete a new Work-Study Agreement each year. The student worker should review the agreement, sign, and return to it HR prior to his/her first check being issued. If the student is not rehired in the same department, he/she should complete an online Student Employment Application.

Incoming students, upon receiving their award, should complete an online Student Employment Application located on the HR website. This application may be completed anytime after being accepted to Randolph. Any follow up with the student will be via e-mail and any correspondence with HR should be directed to [studentemployment@randolphcollege.edu](mailto:studentemployment@randolphcollege.edu).

Depending upon the departmental preference:

1. Students are assigned by HR to departments with openings and must sign a Work Study Agreement for employment before starting to work  
or
2. Students are given a work study Interview Form and are instructed to make an appointment with the department supervisor for an interview. The supervisor will sign the form indicating if the student is hired or not hired. Upon receipt of the signed Work-Study Interview Form, HR will have the student sign a Work-Study Agreement if hired, or will offer the student an interview with another department if other positions are available.

### **DIRECT HIRING OF STUDENT ASSISTANTS BY DEPARTMENTS IS PROHIBITED.**

A supervisor who hires a student without approval of Human Resources is violating College policy. A student who has not been approved for employment by the Human Resources Department and the Office of Student Financial Services will not be paid under the Campus Student Work-Study Program. The supervisor will be responsible for paying the student by other means.

This policy assures that students are assigned to campus employment in accordance with federal policy as mandated by the Department of Education regarding over-awards and further that the Human Resource Department can be assured that no student is employed who has not complied with the Immigration Reform Act of 1986 requiring every employee to document their eligibility to be employed in the United States (see Employment Eligibility and Verification).

### **APPROPRIATE DRESS**

Certain campus jobs require uniform or appropriate attire as defined by his/her supervisor. Students are expected to dress accordingly. If a student is unsure of the appropriate dress for the position, the student should discuss guidelines with the supervisor.

## **CONFIDENTIALITY**

Some campus jobs may require a student to handle confidential information. Whether the student comes in contact with the information as a required task or by accident, the student is not permitted to share sensitive information with any person. Violation of this policy will be considered a violation of the Randolph College Honor System. Supervisors may want to have a student worker sign a Student Employee Confidentiality Statement. HR can provide the supervisor/department with a sample agreement.

## **JOB DESCRIPTIONS**

Supervisors are responsible for maintaining a detailed job description for all of their work-study positions. The supervisor should review the job description with the student to make sure the student understands the job expectations clearly. Human Resources will maintain a copy of all campus work-study job descriptions.

## **WORK SCHEDULE AND ABSENCES**

*Students may not work under the campus work-study student employment program prior to the date that new students arrive or after commencement. If students work outside these dates, wages will not be paid from the work-study budget.*

Work-study supervisors and the student should arrange a working schedule which is mutually acceptable. Students are expected to work all of their agreed upon hours throughout the academic year. If a student is unable to report to work because of an emergency or illness, it is the student's responsibility to notify the supervisor as soon as possible enabling the supervisor to get a substitute if necessary. Failure to do so is recorded as unexcused or "No Show". See the section labeled "No Show" for additional information.

*Students are allowed to work during fall and spring breaks, but not over the winter holiday break.*

Changes in work-study assignments are discouraged once the student has been assigned and accepted the position in the department, unless the student's academic schedule changes. If a request is made to terminate or reassign the student, the Student Job Change Request Form must be completed and turned in to Human Resources. The student will then meet with the Director of Human Resources to discuss the reason(s) and the form will be placed in the student's employee file. If the student is requesting to quit, a notice to the supervisor is a good idea as with any job. Please note that requests cannot always be accommodated.

## **STUDENT WARNINGS AND TERMINATIONS**

Randolph College invests a significant amount of time and funds into the Student Employment Program. Students are expected to arrive promptly at their regularly scheduled time, ready to work. Supervisors are expected to make the student aware of their expectations including the specific absentee policy.

Supervisors may issue a *Notice of Warning* to students who have failed to adhere to the department's expectations as set forth by the work study supervisor. The supervisor will sit down with the student to discuss the issue, and a copy of the *Notice of Warning* should be sent to Human Resources to be placed in the student's employee file. Typically, two Notices of Warning will result in a supervisor's request for the student to be removed/terminated from the department.

**The student must understand that if he/she is terminated, the Human Resources Department may not be able to place him/her in another campus employment position. There is typically much competition for a limited number of campus jobs.**

Appeals are heard by the Director of Human Resources.

### **NO-SHOW POLICY**

Each department should establish a "No-Show" policy and submit it to the Human Resources Department for approval. The policy should be in writing and given to the student during the department orientation. It is important for each student to understand clearly the department's "No-Show" rules and, unless the department has a policy on file with the Human Resources Office, it is understood that the second unexcused "No-Show" will constitute a reason to consider termination of the student from his/her campus job.

The purpose and design of Randolph College's campus job program is to serve both students and departments beneficially and to allow a reasonable amount of flexibility to serve both best; however, in no case is lack of dependability condoned.

### **REPORTING HOURS WORKED FOR PAYMENT**

Students must provide their supervisors with an accurate record of the hours worked each day via the monthly on-line timesheet. (Students working for the Dining Hall, Skeller, Main Grounds, or catering will use a time clock instead of using the on-line timesheet.) At the beginning of each month, students will submit their hours for the previous month to their supervisor(s) electronically. The supervisor is responsible for making sure the student's timesheet is accurate before approving. Supervisors should "reject" incorrect timesheets with comments. The student will receive notification and will be able to recall the timesheet, correct it, and resubmit it.

Work study students are paid on the 15<sup>th</sup> of each month (October through May). The exception is residence life staff. They are paid on a September through May pay schedule. If the 15<sup>th</sup> is on a weekend, payday will be the Friday before. Timesheets not submitted by the designated due date will be held until the following pay period. At the end of the academic year, all hours for the year must be submitted and approved by May 5<sup>th</sup>. Payment to students after the final student payroll must be paid through departmental funds.

Time worked must be reported in quarter hour increments.

15 minutes = .25

30 minutes = .50

45 minutes = .75

1 hour or 60 minutes = 1.00

No pay advances will be given.

## **DISBURSEMENT OF PAY**

Work Study students have three options for the disbursement of pay, and a completed Payroll Disbursement Agreement is required from each student. The options available are as follows:

1. **Direct deposit into a personal checking account or savings account** (requires a voided check or other documentation from the bank)
2. **Automatic Deposit of Work Study Check to Tuition Account**
3. **Receive a “live” paycheck.** Paychecks are available at the Cashier’s window located in the Business Office after 10:00 a.m. on payday. If the student’s check is less than \$100, the Cashier can cash the check on payday and the day after payday. After this time, a student must cash the check through an outside source. Paychecks that remain unclaimed for 60 days will automatically be credited to the student’s account.

## **SAFETY TRAINING**

There are certain jobs on campus that require safety training before the student can start work (e.g., Theatre Department, Riding Center, etc.). The student will be asked to sign off on this training. A copy of the training documentation will be sent to Human Resources for the student employee file, and a copy will be retained in the department.

## **WORKERS’ COMPENSATION**

The College provides insurance coverage for disabilities arising out of and in the course of employment in accordance with the Virginia Worker's Compensation Act. Any employment-related disease or injury must be reported immediately to your supervisor. Failure to report promptly may result in loss of compensation and payment of medical expenses.

Employees sustaining an injury by accident arising out of or during the course of employment and employees who contract an "occupational disease" must obtain from Human Resources a listing of the "panel of physicians" from which the employee may select a physician for treatment and/or consultation. Failure to seek treatment or consultation from a physician on the College's panel of physicians may result in the loss of payment of medical expenses. For more information about Worker's Compensation, contact Human Resources.

Pay for the first seven calendar days of absence from work following a Worker’s Compensation injury is not covered by worker’s compensation benefits.