

Employee Handbook

Executive Employee

Managerial or Confidential Employee



Adopted June 24, 2021

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Acknowledgement of Receipt of the Employee Handbook

I have received a copy of the Executive and Managerial or Confidential Employee Handbook.

Employee Signature _____ Date _____

Print Name _____

cc: Personnel File

INTRODUCTION

The Board of Trustees and the Executive, Managerial and Confidential employees of the College recognize their mutual responsibility for promoting professional conduct to encourage the highest quality in administrative and educational processes. This Handbook is not a contract, either expressed or implied, and it does not guarantee employment for any specific duration other than its provisions express. This Handbook helps employees understand the policies and benefits of employment with the College. This handbook may not convey all the policies and procedures governing employees. The Board of Trustees reserves the right to make changes, with or without notice, at any time.

WELCOME

EMPLOYMENT AT WILL STATEMENT

Welcome to Cayuga Community College. It is always a pleasure to extend a word of greeting to a new **Executive, Managerial or Confidential** employee.

This handbook briefly describes our policies, benefits and work rules for **Executive, Managerial and Confidential** employees. It is intended to serve as written notice of what we expect from our employees. **At Cayuga, the employment relationship for Executive, Managerial and Confidential employees is “at will”. This means that either the employee or the College may terminate the employment relationship at any time, for any reason, with or without cause or notice. No officer, employee or representative of the College is authorized to enter into an agreement—express or implied—with any Executive, Managerial or Confidential employee for a specified period of time unless such an agreement is approved by the College President and/or the Cayuga Community College Board of Trustees.**

This handbook supersedes any previously issued handbooks and policy memoranda, and the policies, rules and benefits contained herein may be updated, modified, amended, or deleted at any time. The College reserves the right to interpret the policies. The College reserves the right to make changes or to update the policies at the sole Discretion of the College. The College reserves the right to take action that is not outlined or “skip” procedures that are described herein. The handbook is provided for information only and does not create an express or implied contract. Nothing in the handbook, or in any policy, changes the at-will nature of the employment relationship for an Executive, Managerial or Confidential employee. Said employees are required to abide by the policies in this handbook. College policies, procedures, and work rules as outlined in this handbook are not all-inclusive and may be changed from time to time at the discretion of the College.

Note: Compensation and benefits for employees classified as Part-Time and/or Temporary are as stipulated in an offer letter of employment.

All College policies contained herein are reflected to comply with federal, New York State and State University of New York employment regulations impacting community colleges. The

College seeks to monitor these laws and regulations. Our Handbook may not always reflect the very latest updates. We are, of course, committed to complying with all applicable laws. We encourage you to bring any questions, concerns and suggestions to the attention of Human Resources.

APPOINTMENT TO A POSITON AT CAYUGA

Appointment dates to a position with Cayuga will be conveyed to new employees in an offer for employment or as a confirmation of acceptance of a position at Cayuga. Offers may be temporary, renewable for each College budget year, or for an unspecified period of time. Discontinuation of an appointment is at the sole discretion of the College. A thirty-day notice will normally be provided in advance of an at-will termination date. Termination for cause or progressive discipline is outlined later on in this handbook.

All appointments are for the College fiscal year, or portion thereof, and may be renewed annually. The fiscal year begins on September 1 and ends the following August 31.

AFFIRMATIVE ACTION/DIVERSITY, EQUITY AND INCLUSION

Cayuga’s Affirmative Action program strives to create respect and regard for difference and equitable treatment in all aspects of workplace diversity. Cayuga is committed to the incorporation of proactive recruitment and retention practices as an integral part of the work promoting Diversity, Equity, and Inclusion. The College proactively reviews its policies and practices to assure that decisions with respect to every dimension of employment are made without regard to age, color of skin, disability, gender expression and identity, genetic predisposition, marital status, national origin, race, ethnicity, religion, sex, sexual orientation, veteran’s status, status as a victim of domestic violence, and all other protected groups and classes under Federal and State Laws and executive orders

AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION

To ensure equal employment opportunities for qualified individuals with a disability, Cayuga will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the College would result.

Cayuga may require medical documentation or other information necessary to verify the existence of the disability and the need for an accommodation.

Employees who may require a reasonable accommodation should contact Human Resources.

PERSONNEL RECORDS

Employees are responsible for notifying Human Resources of any changes in name, address, telephone number, marital status, number of dependents, or any other information in employment records. Incomplete or outdated information may result in incorrect taxes being withheld from your paycheck, interrupted benefits and difficulty in notifying the appropriate person in the event of an emergency.

Personnel files are the property of the College and access to the information they contain is restricted. Only those officials and representatives of the Company who have a legitimate reason to review information in a file are permitted to do so.

The College maintains an official personnel file for each employee that contains necessary job-related and personal information. These files are confidential, and guidelines exist to safeguard against improper disclosure.

ACCESS TO PERSONNEL FILES

Current employees may see information which is kept in their own personnel file if they wish, except for confidential materials such as job references or information relating to other employees. Employees may contact Human Resources to see these documents. Employees may request and receive copies of all documents in their personnel file.

INQUIRIES ABOUT EMPLOYEES/VERIFICATION OF EMPLOYMENT

Inquiries or requests for information about employees (active or inactive) from people outside the College should be referred to Human Resources. This applies to all requests, whether written or verbal. As a general practice, the Human Resources will only verify an employee's dates of employment and the position held at the time of separation.

In some cases, employers are required by federal, state or local law to disclose information to the government or other authorized entities even if Cayuga would ordinarily keep such information confidential. The College will comply with all laws which require disclosure of employee information upon receipt of a properly authorized request.

EMPLOYMENT CLASSIFICATION

In order to determine eligibility for benefits and overtime status, and to ensure compliance with federal and state laws and regulations, Cayuga classifies its employees as shown below. Cayuga may review or change employee classifications at any time.

Exempt:

Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Non-exempt:

Non-exempt employees are paid on an hourly basis and are eligible to receive overtime pay for hours worked in excess of 40 hours in a set workweek.

PAY PERIODS, PAYCHECKS, DIRECT DEPOSIT

Employees will normally be paid biweekly on Friday. All hourly employees must record their time weekly. Direct deposit is the normal method for receiving a paycheck.

Employees should contact the Payroll department for questions regarding a paycheck.

COBRA

If a person’s employment is terminated or the employee or his/her dependents have a qualifying event, coverage may be extended by using Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions, under certain circumstances. Contact Human Resources to obtain information on how to extend coverage at group insurance rates.

WORKERS’ COMPENSATION

Workers’ compensation is a “no-fault” system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Cayuga provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The College abides by all applicable state workers’ compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to file an incident report with Public Safety and Human Resources. Also, immediately notify your manager. The manager will complete an injury report with input from the employee and return the form to Human Resources. Human Resources will file the claim with the insurance company. In cases of true medical emergencies, call 911 or report to the nearest emergency care center.

Workers’ compensation benefits will run concurrently with other leaves, if applicable, where permitted by state and federal law.

The College will pay all costs of your medical insurance coverage under the same terms as if you were employed covered under FMLA. See FMLA Policy below.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Objective: Consistent with the federal Family and Medical Leave Act (FMLA), Cayuga Community College recognizes the right of eligible employees to unpaid family and medical leave. There are two types of leave available: the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements described in this policy (Military Family Leave).

Policy:

1. Eligibility: An employee is eligible for FMLA leave if s/he has been employed by the College for at least twelve (12) months and has rendered at least 1,250 hours of service to the College during the twelve (12) month period immediately preceding the commencement of the leave.
2. Basic FMLA Leave: Eligible employees shall be entitled to a total of twelve (12) weeks of leave during a twelve (12) month period for one or more of the following reasons:
 - (a) The birth of an employee's son or daughter and/or to care for the child during the first 12 months following birth;
 - (b) The placement of a son or daughter with the employee for adoption or foster care and/or to care for the child during the first 12 months following placement;
 - (c) To enable an employee to care for a parent, son, daughter or spouse who has a serious health condition; or
 - (d) A serious health condition, which renders the employee unable to perform his/her job duties, including incapacity due to the employee's pregnancy, prenatal medical or child birth.

A serious health condition is an "illness, injury, impairment, or physical or mental condition" that requires inpatient care or continuing treatment:

- (a) "Inpatient Care" is an overnight stay in a hospital, hospice, or residential medical-care facility and any resulting period of incapacity or treatment.
- (b) "Continuing treatment" is defined as one of the following:
 - a period of incapacity of more than 3 consecutive calendar days and (i) treatment 2 or more times by a health care provider within 30 days of the first day of incapacity (unless extenuating circumstances exist); or (ii) treatment by a health care provider which results in a regimen of continuing treatment;
 - a period of incapacity due to pregnancy or for prenatal care;
 - a period of incapacity or treatment for a chronic serious health condition which requires periodic visits for treatment (at least 2 visits per year) by a health care provider;
 - a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

a period of absence to receive multiple treatments for (i) restorative surgery after an accident or injury or (ii) an injury or condition which would result in incapacity of more than 3 consecutive calendar days if left untreated.

Note: The terms parent, son, daughter and spouse are defined in accordance with the FMLA. If you have any questions regarding these definitions, please contact the Human Resources Office.

The relevant 12-month period used to determine eligibility for Basic FMLA Leave will be calculated on a rolling basis, measured backwards from the date the employee uses any such leave.

When both spouses are both employed by the College, they are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken: (i) for the birth of the employees' son or daughter or to care for the child after birth; (ii) for placement of a son or daughter with the employees for adoption or foster care or to care for the child after placement; or (iii) to care for an employee's parent with a serious health condition.

3. Military Family Leave: There are two types of Military Family Leave available: Qualifying Exigency Leave and Covered service member Leave.

(a) Qualifying Exigency Leave – Employees meeting the eligibility requirements may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter, or parent (the "military member") is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. The term "covered active duty" is defined in accordance with the FMLA. If you have any questions about what constitutes a "covered active duty," please contact the Human Resources Office.

Qualifying exigencies may include: (i) short-notice deployment (up to 7 days of leave); (ii) attending certain military events and related activities; (iii) arranging for alternative childcare and attending certain school meetings; (iv) addressing certain financial and legal arrangements; (v) spending time with a covered service member who is on short-term rest and recuperation leave (up to 15 calendar days of leave); (vi) caring for a military member's parent who is incapable of self-care, when such care is necessitated by the member's covered active duty (i.e., arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, attending meetings with staff at a care facility, etc.); (vii) attending certain counseling sessions; (viii) attending post-deployment activities that occur up to 90 days after the termination of the covered service member's active duty status or to address that arise from the death of a covered service member while on (covered) active duty status; and (ix) other activities arising out of the service member's active duty or call to (covered) active duty status which are agreed upon by the College and the employee.

The relevant 12-month period used to determine eligibility for Qualifying Exigency Leave will be calculated on a rolling basis, measured backwards from the date the employee uses any such leave.

- (b) Covered Service Member Leave (a.k.a. Military Caregiver Leave) – There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of unpaid leave during a single 12-month period to care for an immediate family member (spouse, child, parent) or next of kin (nearest blood relative) who is a covered service member. A “covered service member,” as it applies to this form of leave, is: (i) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (ii) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. The terms “covered veteran” and “serious injury or illness” are defined in accordance with the FMLA. If you have any questions about what constitutes a “covered veteran” or a “serious injury or illness,” please contact the Human Resources Office.

The 12-month period for Covered service member Leave is defined as the 12-month period measured forward from the date an employee’s first FMLA leave to care for the covered service member begins. In other words, the single 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of the method used by the College to determine the employee’s 12 workweeks of leave entitlement for other FMLA-qualifying reasons. During this 12-month period, an eligible employee’s FMLA leave entitlement is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason. In cases where both spouses are employed by the College, the combined total of leave taken to care for a covered service member may not exceed 26 weeks in a single 12-month period.

- 4. Intermittent/Reduced Schedule Leave: Leave because of a serious health condition involving an employee or an employee’s spouse, child, or parent, or either type of Military Family Leave may be granted on an intermittent basis (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the number of hours worked per workweek or workday) when necessary because of the nature of the medical condition and the scheduling of medical treatments. However, leave may not be taken on an intermittent basis or on a reduced work schedule when used to care for the employee’s own child during the first year following birth, or to care for a child placed with the

employee for foster care or adoption, unless the College has expressly agreed to such leave in writing.

If leave is unpaid, the College will reduce the employee's salary based on the amount of time actually taken. In addition, while an employee is taking recurring leave on an intermittent or reduced-schedule basis for foreseeable, planned medical treatments, the College may temporarily transfer or assign the employee to another position or an alternative position that better accommodates the recurring leave and which has equivalent pay and benefits. When planning medical treatment, employees must consult with the College and make reasonable efforts to schedule leave so as not to unduly disrupt College operations.

5. Notice Requirement: An employee shall notify his/her immediate supervisor and/or the Human Resources Office of his/her need for FMLA leave, if foreseeable, at least thirty (30) days prior to the date when the leave is to begin. If such leave is not foreseeable, then the employee shall give as much notice as practicable. If an employee fails to give thirty (30) days' notice of a foreseeable FMLA leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after notice is received. Likewise, if an employee fails to provide notice as soon as practicable when leave is unforeseeable, it may be grounds for delaying the start of FMLA leave or denying the request for leave.
6. Medical Certification: The College will require that an employee's request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, be supported by written medical certification issued by an appropriate health care provider providing the medical attention. Additionally, if an employee is requesting either Qualifying Exigency Leave or Military Caregiver Leave, the employee must also provide appropriate certification. All medical documentation relating to FMLA leave shall be maintained in a confidential manner.

An employee shall provide the medical certification within fifteen (15) days after the same is requested by the College, unless it is not practicable to do so despite the employee's diligent, good faith efforts. Failure to provide requested certification in a timely manner may result in denial of leave until it is provided.

The employee certification must be complete and sufficient. In the event that the certification is deficient, the College will advise the employee, in writing, what additional information is necessary to make the certification complete and sufficient. The employee will be given 7 calendar days (unless not practicable despite the employee's diligent, good faith efforts) to cure any such deficiency. If the deficiencies are not cured in the resubmitted certification, the College may deny the taking of FMLA leave.

If the College doubts the validity of the medical certification submitted, then a second opinion may be required from a health care provider selected by the College. If the two opinions conflict, then a third health care provider may be chosen by the parties jointly to render a final, binding opinion. Second and third medical opinions shall be paid for by the College. Failure to obtain the second and/or third medical opinion(s), where applicable, will result in the result in denial of FMLA leave. Where permissible, the College may also require subsequent medical recertification and/or an annual certification. Failure to provide requested certification within 15 days, unless it is not practicable to do so despite the employee's diligent, good faith efforts, may result in the delay of further FMLA leave.

The College may require that an employee on FMLA leave provide periodic reports of his/her status and intent to return to work. The College requires that an employee who has taken FMLA leave for his/her own serious health condition provide a medical certification of fitness to return to work. This certification must specifically address the employee's ability to perform the essential functions of his/her job. Failure to provide such medical certification may result in delay or denial of reinstatement.

7. Substitution of Paid Leave: The College requires employees on FMLA leave to substitute accrued leave for their unpaid leave in the following manner:
 - (a) Employees taking leave for the birth or placement of a child and to care for the child following birth or placement are required to substitute any accrued vacation or personal leave;
 - (b) Employees taking leave for the to care for a spouse, parent, or child with a serious health condition must substitute any vacation, personal leave, and/or family illness leave; and
 - (c) Employees taking leave for their own serious health condition are required to substitute any accrued vacation, personal leave, and/or medical/sick leave.

The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Furthermore, in no case can the substitution of paid leave time for unpaid leave time result in the receipt of more than 100 percent of an employee's normal wages. An employee's FMLA leave runs concurrently with other types of leave or paid time taken during the FMLA leave.

Employees who are on a leave of absence that is covered by payments such as disability benefits or Workers' Compensation benefits will not be required to substitute accrued paid leave while receiving these benefit payments. However, the College and the employee may agree to have accrued paid leave supplement the disability or Workers' Compensation benefits to the extent permitted by state law. Any leave of absence taken pursuant to an applicable disability law or Workers' Compensation law will be run concurrently with FMLA leave.

8. Maintenance of Health Benefits: While an employee is on leave, the College will maintain the employee's health benefits as if the employee continued to be actively employed. Specifically, the College will continue to pay the College's portion of the employee's group medical premium for a period not to exceed six months of coverage. In addition, the employee will be given the opportunity to choose continuation coverage under the COBRA regulations if he/she has not returned to work at the end of the six-month period. Should employment end prior to six months, health insurance will be discontinued in accordance with normal policy or collective bargaining provisions.

If paid leave is substituted for unpaid FMLA leave, the College will deduct the employee's portion of the group medical premium as a regular payroll deduction. If leave is unpaid, the employee will be responsible for continuing to contribute his/her portion of the premium by submitting it on a monthly basis to the College. Employees are expected to make arrangements with the Human Resources Office so that this payment is made in a timely fashion.

The employee's coverage and the coverage of all enrolled dependents will be terminated if the payment of the employee's portion of the premium is more than 30 days late. If the payment is more than 15 days late, the College will send the employee a letter to this effect. If the College does not receive the payment for outstanding benefit premiums within 15 days after the date of that letter, the employee's coverage will terminate for non-payment of his/her required contributions. The employee has a five (5) day grace period to submit payment after which coverage will be discontinued if payment is not received and will result in the loss of their COBRA rights. There are no provisions for reinstating the employee's coverage after the COBRA rights have been lost.

If an employee on unpaid FMLA leave chooses not to return to work for reasons other than (i) a continued serious health condition of the employee or the employee's family member, (ii) a serious injury or illness of a covered service member which would otherwise entitle the employee to FMLA leave, or (iii) a circumstance beyond the employee's control, the College will require the employee to reimburse them the amount it paid for the employee's health insurance premium during the leave period.

9. Restoration to Employment: Whenever possible, employees who return at the end of the approved leave time will be restored to the position they held when the leave began. If the same position is not available, the employee will be restored to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Employees shall not accrue seniority during any portion of FMLA leave which is unpaid. If an employee is among the highest paid ten percent (10%) of College employees, s/he may be denied restoration to an equivalent position if such a denial is necessary to prevent substantial and grievous economic injury to College operations.

10. Fraud: An employee who fraudulently obtains FMLA leave is subject to disciplinary action, up to and including termination.
11. Posting: The College shall post a notice in each work site providing information pertaining to FMLA. A copy of the notice posting is also attached to this Policy.

TIME OFF FOR VOTING

Cayuga recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. Cayuga will pay the employee for up to the first two (2) hours of absence from regularly-scheduled work, at the beginning of the day or the end of the day, that is necessary to vote in a public election. Any additional time off for this purpose will be without pay. An employee must give his/her manager at least two (2) days' notice of the need to have time off to vote.

BREAK TIME FOR NURSING MOTHERS

Cayuga provides reasonable break time during the workday to employees who are nursing in order to express breast milk. An employee is entitled to this break time for up to three (3) years following the birth of her child. The College will make a private location available and will allow reasonable breaks for this purpose. Generally, these breaks shall be twenty to thirty minutes in duration, once every three (3) hours.

No employee will be discriminated or retaliated against for exercising rights under this policy. Any employee who believes they have experienced discrimination or retaliation should notify a Human Resources.

COMMITMENT TO SAFETY

Protecting the safety of our employees and students is a most important aspect of running the College.

All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with their manager and colleagues to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911, or by activating the "Alertus Mass Notification System" on your desk top computer. Contact the Office of Public Safety for a demonstration of the Alertus system or for any questions regarding campus safety.

MANDATORY TRAINING

Mandatory training and retraining requirements are in place for all positions. Most program requirements can be completed on-line. Failure to complete mandatory training requirements for a position may result in disqualification for continued employment.

TERMS AND CONDITIONS OF EMPLOYMENT

Job Description

The Human Resources Office maintains a job description for each position, which is subject to review and change as necessary.

Section 2 – Professional Responsibility

All Executive, Managerial and Confidential employees shall promote the educational mission of the College and be responsible for those areas that have a direct relationship to their position.

Employee Evaluations

Performance evaluations will normally be facilitated by an employee's supervisor on an annual basis. The evaluation assesses the job performance and attainment of goals as well as the establishment of goals for the coming year. A mutually constructed plan is developed to correct any cited deficiencies.

The employee and the supervisor sign the evaluation form. The employee's signature verifies only the receipt of the evaluation and participation in discussion of same. The employee may file a written response as an attachment. The original of the signed evaluation remains with the employee, with copies maintained by the supervisor and in the employee's personnel file in Human Resources.

CLASSIFICATION AND PAY STRUCTURE

Classification/Reclassification Process

Human Resources, in conjunction with the College President and functional Vice-Presidents will accept and review new and existing job descriptions for classification and salary administration. The following criteria will generally guide the determine the need for a review,

- Creation of a new position for initial classification
- Substantive changes in duties or responsibilities of an existing position
- Significant change in the minimum qualifications for a position
- Significant evolution of a position over time
- Internal equity factors
- External competitiveness

Salary Determination

Human Resources will periodically conduct a salary market analysis to insure the competitive of Executive, Managerial and Confidential titles.

Job classification and salary determinations will be reviewed for a recommendation by Human Resources. Collection of external market data and internal position benchmarking are key elements for deciding job classifications and salary. Generally speaking, median salary data is used for creating a scale midpoint and a broad salary administration range that permits flexibility in hiring.

The evaluation for a reclassification may result in a recommendation for upward or downward movement or no change in the classification or salary for a position.

The College President or Board of Trustee approval is required.

Salary Increases

The Board of Trustees, upon recommendation of the President may provide for annual salary increases for all employees of a class or individual employees as justified. Annual increases are not guaranteed.

Employees who begin their employment after the start of the fiscal year may receive pro-rated salary increases and corresponding fringe benefits. Employees appointed between June 1 – August 31 are eligible for an annual salary increase, if any, the following College budget year. Example: Hired July 2021, eligible for first annual increase September 1, 2022.

Extraordinary Performance Awards

The Board of Trustees may allocate funds annually to recognize outstanding performance by Executive or Managerial or Confidential employees. Such awards are not added to an employee's base salary.

The President may nominate an Executive, Managerial or Confidential employee for an Extraordinary Performance Award no sooner than one full year from the date of initial appointment. Awards are given at the discretion of the President and Board of Trustees.

The information below will be collected in support of a nomination for an award. Area VPs will collect the information for subordinate nominations. The Office of the President will assemble nominations for positions reporting directly to the President.

- A. Documentation for Request
- B. Most recent performance evaluation
- C. Supporting documents, data, and materials that provide evidence of extraordinary performance above and beyond the normal expectations for the position.

Awards may be considered throughout the year based on evidence of extraordinary performance.

WORK SCHEDULES

- A. Workweek. The College workweek is 37½ hours. Due to the nature of their positions, Executive, Managerial and Confidential employees do not earn or receive compensatory time.
- B. Summer Schedule. Generally, from the Monday after Commencement through the week before Fall Orientation, and from January 2 through the Friday before Spring Orientation, the College workday is 9 a.m. to 4 p.m. During the summer schedule, employees receive an afternoon off weekly starting at 12:30 p.m., except in those weeks with a paid holiday or with more than one vacation day. The employee's supervisor and/or the President can adjust work schedules. A Summer Hours pilot is in place for summer 2020 and 2021.
- C. Holidays. College holidays include Labor Day, Fall Semester Recess, Thanksgiving Recess, December Holiday Break, Martin Luther King Day, Winter Recess, Spring Break, Easter Break, Memorial Day, and Independence Day. Actual days off are captured on the College Calendar.
- D. Evening, Weekend, and/or Additional Hours. Employees whose assignments include evening, weekend, and/or additional hours do not normally receive additional compensation.
- E. Additional Responsibilities. Approval of the President is required for employees to take on additional responsibilities or a "second job", such as teaching or counseling. Such work will normally be completed outside the normal workday and may not interfere with an employee otherwise completing normal responsibilities and normal works hours. Additional compensation, if any, is subject to approval by the President.
- F. Flex Time / Telecommuting. Upon request and with approval of the supervisor and the Vice-President or President, employees may flex time and/or work from home temporarily if it does not reduce or have a negative impact on College services nor create hardships for other employees.

LEAVE TIME/PAID TIME OFF

Vacation Leave

- A. Vacation leave is earned at the rate of 24 days per fiscal year (pro-rated 2 days a month). Maximum carryover is 12 days into a new vacation year beginning each December 1. All time must be recorded in the College's Leave Time System. Calendar extensions to use time, or carryover additional time beyond 12 days may be granted by the President. In no case may additional carry-over time be paid out upon termination of employment.

- B. Unused vacation leave will be converted to its bi-weekly salary equivalent and paid to a specified beneficiary upon the death of the employee.
- C. Upon retirement, resignation, or termination of the employee, unused vacation leave will be converted to its bi-weekly salary equivalent and paid to the employee.

Sick Leave / Sick Leave Bank

- A. Sick days are used for employee illness or medical appointments, or for illness or medical appointments for the employee’s immediate family members as defined under the Family and Medical Leave Act of 1993 [FMLA]. Employees may not draw upon the Sick Leave Bank for sick days used for family illness or medical appointments. The Human Resources Office may request and the employee shall provide explanation and documentation of sick leave used for family illness or medical appointments that exceed six days in a fiscal year. The Human Resources Office shall monitor the use of sick leave for family illness and medical appointments during the fiscal year for its impact upon College operations. If there is no negative impact, the provision is renewed for the succeeding fiscal year.
- B. Sick days are granted at the rate of fifteen days per year, pro-rated 1¼ days per month. Sick leave is cumulative to a maximum of 240 days, but a limit of 165 days of unused sick leave can be converted to their salary equivalent as stipulated in Paragraph C below.
- C. All full-time employees, except those on temporary appointment, must join the Sick Leave Bank after three months of continuous service by contributing three days of accumulated sick leave to the Bank. If during the academic year the total days in the Sick Leave Bank fall below 150, the College automatically assesses each member an additional contribution of one day.

Unused Sick Leave – Death Benefit

Unused sick leave will be converted to its salary equivalent and paid to a specified beneficiary upon the death of an Executive, Managerial or Confidential employee. In computing the salary equivalent, one year equals one hundred and sixty-five (165) days and the death benefit would be as follows:

$$\begin{aligned} & \text{Unused sick leave} / 165 \\ & \text{times annual salary} = \text{salary equivalent} \end{aligned}$$

- D. Sick Leave Bank
 - 1. The Sick Leave Bank for Executive, Managerial and Confidential employees, and the full-time faculty has been established to provide against the economic effects of a long-term illness.
 - 2. All covered by this handbook (except those on temporary appointment), must join the Sick Leave Bank after three (3) months of continuous service.
 - 3. Members join the Sick Leave Bank by contributing three (3) days of accumulated sick leave to the Bank.
 - 4. If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the College will automatically assess each member an additional contribution of one (1) day.

5. The Bank shall be administered by a committee of two (2) Executive Staff/Administrators appointed by the College President and two (2) faculty members appointed by the President of the Faculty Association.
6. Eligibility: A member who is suffering from a prolonged or disabling injury or physical/mental illness is eligible to apply to the Sick Leave Bank after he/she has exhausted his/her accumulated sick leave.
 - a. The Committee shall administer the Bank and act on each application submitted to it within ten (10) business days. In the event that a member's recovery shall require more than forty (40) working days, the Committee shall meet to determine renewal of the application.
 - b. In applying for Sick Leave Bank benefits, the applicant shall provide the Committee any documentation deemed necessary with regard to the nature and duration of the disabling condition. In making determinations the Committee can require eligible employees to be examined by independent medical examiner(s).
 - c. Ordinarily, the maximum number of days the Committee may allocate for any one illness shall be two-hundred (200) days.

Personal Leave

Employees receive three personal leave days per budget year, non-cumulative.

The employee shall receive three (3) personal leave days a year. These days are non-cumulative and have no cash-in value.

Bereavement Leave

Leave for death in the immediate family shall be requested of and determined by the President.

UNPAID LEAVE OF ABSENCE

- A. A one-year unpaid leave of absence to enhance the employee's professional training and/or experience and increase the value of service to the College may be granted by the Board of Trustees for advanced study, research, or holding a temporary appointment. During the leave, the employee continues to accumulate credit toward sick leave and salary increases.
- B. A one-year leave of absence may be granted for reasons other than those above. The application and approval are the same. Seniority does not accrue and benefits are not retained for that year.
- C. Parental leave for a newborn or newly adopted child is granted for up to one year. Written requests are submitted to the President as far in advance as possible of the requested effective date of the leave. During the parental leave, the employee retains all health insurance and dental coverage.
- D. A recovery period associated with childbirth may be charged to available unused sick leave up to six weeks. Additional sick leave may be granted if the physician certifies that, due to the employee's medical condition, a longer recovery period is required.

SABBATICAL LEAVE

Each year, the Board of Trustees may grant one sabbatical leave, not to exceed one year, directly related to the employee's functions – study, education, research, writing, or other experience of professional value to the College or employee.

- A. Eligibility. Six years of full-time service with the College must precede the application for sabbatical leave. Part-time service is not included.
- B. Application procedure. Applications are submitted to the President at least six months in advance of the requested effective date of the leave, and no later than December 1 of the academic year preceding the sabbatical. The President may waive this requirement in exceptional circumstances.
- C. Period of Time. Sabbatical leave may be granted for one year at one-half salary or for one-half year at full salary. An employee on sabbatical leave may accept, with approval by the President, fellowships, grants-in-aid, or earned income. The employee retains all accrued and continuing benefits during the leave.
- D. Obligation. An employee who fails to return to the College and complete one year of full-time service after leave must repay the full dollar amount of salary and benefits received from the College while on sabbatical.
- E. Upon completion of the sabbatical leave, the employee submits a written report to the President, and presents an oral report to the Board of Trustees if requested.

MILITARY LEAVE

- A. The College compensates employees who, as members of the National Guard or the Armed Forces of the United States, may be required to report for annual training periods or special periods of emergency active service. Compensation for such periods is equal to the difference between the employee's pay, at the time of entering into active service, for regularly scheduled hours of work and the military pay, provided the military pay is less than the employee's regular compensation for up to thirty days of such required duty, in each calendar year of employment.
- B. The employee notifies the Human Resources Office as far in advance as possible of required military assignments, and not later than the workday following receipt of official notice of such assignments.
- C. The employee submits to the Human Resources Office the official record of time spent for the claimed period of active service.
- D. Employees are not required to apply vacation or personal days to such periods of mandatory military service.

ADMINISTRATOR EXCHANGE OPPORTUNITIES

When the exchange of an employee with another college or agency clearly enhances the employee's professional training or experience and increases future service to the College, and when there is no danger to College programs and services, such exchange may be considered by the President and the Board of Trustees.

JURY DUTY

Employees summoned for jury duty receives full salary for time missed due to jury duty. The employee reimburses the College for the fee received, less associated expenses.

TERMINATION OF APPOINTMENT

Discipline

Cayuga has certain policies, procedures, and rules in place to ensure smooth and efficient operations. Disciplinary policies and procedures are intended to promote employee understanding of acceptable conduct and performance and to encourage corrective action to meet those standards. The College strives to impose corrective discipline fairly, consistently, and in relation to the seriousness of the offense. All applicable state and federal laws governing the College will be followed.

The level of disciplinary intervention may vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our workplace.

Forms of Discipline

Disciplinary action may include an oral/verbal warning, written warning, suspension with or without pay, termination of employment, or other disciplinary measures, depending on the circumstances. The Company does not guarantee that one type of discipline shall precede another. Further, the College reserves the right to place an employee on paid or unpaid administrative leave while an investigation is being conducted.

In cases involving serious misconduct, or any time an Executive, Managerial or Confidential employee is determined to have seriously breached a policy, violated a law or College procedure, the above may be disregarded. The College reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral/verbal and written warnings, suspension with or without pay, demotion and termination.

Grounds for corrective discipline, up to and including immediate termination of employment, may include, but are not limited to:

- Violation of College policies, safety rules or state or federal laws;
- Disrespectful conduct towards other employees, students or members of the community;
- Gross misconduct which interferes with the work of employees or the employer's operation;
- Poor performance;
- Neglect of duty
- Incompetence
- Excessive absenteeism and/or tardiness;

- Possession of firearms or other weapons;
- Theft or dishonesty;
- Violation of ethics;
- Willful destruction of College property;
- Physical, verbal or sexual harassment of employees, students or members of the community;
- Possession, use or sale of illicit drugs or alcohol on Company property;
- Reporting to work under the influence of drugs or alcohol;
- Use of tobacco products or vaping on campus grounds; or
- Any other misconduct which is not otherwise protected concerted activity.
- Failure to complete mandatory training requirements.

Corrective Action

Depending upon the severity of the matter, disciplinary measures may include coaching, oral/verbal warning, written warning, suspension, demotion, transfer, or termination. The College will determine the appropriate corrective action and does not guarantee that one form of action will necessarily precede another.

Nothing in this section of the handbook is designed to limit the College’s employment-at-will statement and ability end employment at the sole discretion of the College.

BENEFITS

Insurance

A. Health Insurance

1. Employee contribution: The employee pays 25% of the cost of the premium for family or individual health insurance coverage.
2. Major medical deductible and prescription drug co-payment:
 - a. The annual major medical deductible is \$150 for individual coverage and \$450 for family coverage.
 - b. Prescription medication coverage is provided, “step therapy” with a \$10/\$25/\$40 co-payment plan as per the formulary for the plan offered.
3. Employees with one or more years of continuous service who leave College employ for reasons other than retirement or dismissal will have their health insurance continued for sixty days.
4. The College reserves the right to change providers, discontinue or otherwise alter this benefit with 60 days’ notice.

B. Retiree Medical Benefits

Retiree Medical coverage shall be offered to Executive and Managerial and Confidential employees under the following conditions:

- A traditional plan is available to retirees with 10 years of **continuous full-time** service and a minimum age of age 55. A Medicare supplemental plan is available to retirees with 5 years of full-time service and a minimum age of 65.
- Individual or family coverage will be made available. The traditional plan will be provided in cases where a retiree is covering more than two individuals.
- Retirees and spouses will be converted to a Medicare supplemental plan at age 65 with participation in Medicare required.
- The cost of the plan will be paid at 75% by the College and 25% by the retiree.
- If a retiree covering a spouse or dependent(s) dies, coverage may be continued by the spouse or dependent by paying 100% of the premium rate.
- Medicare reimbursement will be provided for the retiree only following prescribed documentation requirements.
- Employees declining coverage at the time of retirement will have no future access to this benefit.
- The College has the sole discretion to modify or discontinue this retiree benefit at will.

Declination of Health Insurance Coverage

There is no option for waiving insurance coverage and receiving a monetary award excepting waivers active as of August 31, 2019.

C. Disability Insurance

Eligibility for long-term disability insurance takes effect after the employee uses Sick Leave Bank benefits and meets insurance carrier requirements. The College funds 100% of the coverage.

D. Dental Insurance

1. The College funds 100% of individual coverage of dental insurance for the employee only.
2. Employees may participate in other dental plans offered by the College or Cayuga County. Employees pay the additional cost above what the College pays for its individual dental plan.
3. Retiree dental coverage is available at 100% of the premium cost. Coverage may not be added post-retirement.

E. Life Insurance

The College covers 100% of the premium for group life insurance for each employee. The coverage is equal to two times base salary. Life insurance coverage ends when employment ends.

F. Workers Compensation

Employees are covered by Workers' Compensation Insurance and the General Liability Insurance in accordance with the provisions of the policies. For details, contact the Human Resources Office.

G. Tax-Deferred Annuity

Employees are eligible to participate in a tax-deferred annuity program through a College-approved insurance company.

Section 2 – Retirement

- A. Employees may be eligible to participate in a NY-sponsored retirement system or an “Optional Retirement Plan” (ORP) option. Plans may require an employee contribution.
- B. Employees who elect to retire shall normally inform the President with written notice at least six months before retirement. The President may grant exceptions if deemed in the best interest of the College.

Tuition Exemption

- A. Credit Courses and Programs
Employees, their spouses, and their dependent children to age 26 receive tuition waiver for credit courses for the balance of tuition not covered by the New York State Tuition Assistance Program. Part-time tuition waiver for enrollment in credit courses is on a space-available basis.
- B. Non-Credit / Credit-Free Courses
 1. Tuition waivers for job-related non-credit/credit-free courses are granted with approval by the supervisor and the Vice-President.
 2. Tuition waivers for no more than two non-job related, non-credit/credit-free courses per semester are granted, by approval of the supervisor, on a space-available basis in those courses where the instructor stipend is not a function of the total course enrollments.

Credit Union

Employees can participate in their own credit union through payroll deduction. The College determines procedures designed to minimize the cost of bookkeeping. Employees interested should contact Human Resources about details.

Flexible Spending Plan

The Flexible Spending Plan provides for payroll deductions in accordance with the Internal Revenue Service code and implementing regulations for health insurance premiums, dental costs, childcare payments, and, as permitted, optical costs. The College covers the cost of the plan and its administration.

Annual Physical

Employees are encouraged to receive routine annual physicals. If a routine physical is not covered by the College health insurance policy or an employee’s alternate plan, employees are reimbursed up to \$100 maximum.

WORK RELATED TRAVEL EXPENSES

Reasonable travel expenses for business mileage or overnight travel may be reimbursed by the College.

Lodging

Lodging is reimbursed at a reasonable and customary rate for the venue, approved in advance by the President or Vice-President.

Meals

Upon presentation of meal receipts, employees are reimbursed reasonable and customary meal expenses for the venue, including tips.

American Plan

When the subsistence rate at conventions and meetings exceeds reasonable and customary rates, prior approval is obtained. A voucher for expenses incurred is supported by a program, agenda or literature with the opening and closing dates.

Transportation

A. Personal Vehicle Use for College Business

Personal vehicle use is reimbursed at the Internal Revenue Service rate.

Reimbursement for travel to a different campus is less an employee's normal commute.

B. Air Travel

Air travel is approved when time and/or distance are contributing factors. When approved, a copy of the ticket is presented for reimbursement. Expenses are reimbursed for airport parking and travel to and from the airport via limousine or another appropriate vehicle.

Tax Exemption

Certain taxes are not charged to employees in the conduct of College business. Tax exemption forms are available in the Business Office. The College is unable, by law, to reimburse employees for any taxes that could have been exempted.

DEVELOPMENT FUND

An employee development fund is administered by Human Resources. The Director of Human Resources will make recommendations to the President to grant funds for A-D below.

Individuals seeking development funds must submit a letter of request (application) to Human Resources following a discussion with their direct supervisor. Such request must specifically describe the endeavor, the rationale or need for it, and the anticipated benefit to the College.

The President will consider applications forwarded by Human Resources on a monthly basis.

Development Fund monies are reviewed annually as part of the budgeting process.

With the President's approval, Executive Staff may receive time from regular working hours to pursue course work provided that offices, facilities, and programs are adequately staffed.

APPENDIX A

Grievance Policy and Procedure for Addressing Formal Complaints of Sexual Harassment Under Title IX Regulations Effective August 14, 2020

1. Introduction

What is the purpose of the Title IX Grievance Policy?

Title IX of the Educational Amendments of 1972 prohibits any person in the United States from being discriminated against on the basis of sex in seeking access to any educational program or activity receiving federal financial assistance. The U.S. Department of Education, which enforces Title IX, has long defined the meaning of Title IX's prohibition on sex discrimination broadly to include various forms of sexual harassment and sexual violence that interfere with a student's ability to equally access our educational programs and opportunities.

On May 19, 2020, the U.S. Department of Education issued a Final Rule under Title IX of the Education Amendments of 1972 that:

- Defines the meaning of "sexual harassment" (including forms of sex-based violence)
- Addresses how we **must** respond to reports of misconduct falling within that definition of sexual harassment, and
- Mandates a grievance process that we **must** follow to comply with the law in these specific covered cases before issuing a disciplinary sanction against a person accused of sexual harassment.

Based on the Final Rule, Cayuga Community College will implement the following Title IX Grievance Policy, effective August 14, 2020.

How does the Title IX Grievance Policy impact other campus disciplinary policies?

In recent years, "Title IX" cases have become a short-hand for any campus disciplinary process involving sex discrimination, including those arising from sexual harassment and sexual assault. But under the Final Rule, Cayuga must narrow both the geographic scope of its authority to act under Title IX and the types of "sexual harassment" that it must subject to its Title IX investigation and adjudication process. **Only** incidents falling within the Final Rule's definition of sexual harassment will be investigated and, if appropriate, brought to a live hearing through the Title IX Grievance Policy defined below.

Cayuga Community College remains committed to addressing any violations of its policies, even those not meeting the narrow standards defined under the Title IX Final Rule.

Specifically, our campus has:

- A **Code of Conduct** that defines certain behavior as a violation of campus policy, and a separate **Sexual Misconduct Policy** that addresses the types of sex-based offenses constituting a violation of campus policy, and the procedures for investigating and adjudicating those sex-based offenses.

To the extent that alleged misconduct falls outside the Title IX Grievance Policy, or misconduct falling outside the Title IX Grievance Policy is discovered in the course of investigating covered Title IX misconduct, Cayuga retains authority to investigate and adjudicate the allegations under the policies and procedures defined within the Student Code of Conduct, Discipline, and Conduct Review Process through a separate grievance proceeding. [Student Handbook](#)

The elements established in the Title IX Grievance Policy under the Final Rule have no effect and are not transferable to any other policy of the College for any violation of the Code of Conduct, employment policies, or any civil rights violation except as narrowly defined in this Policy. This Policy does not set a precedent for other policies or processes of the College and may not be cited for or against any right or aspect of any other policy or process.

How does the Title IX Grievance Policy impact the handling of complaints?

Our existing Title IX office and reporting structure remains in place. What has changed is the way our Title IX office will handle different types of reports arising from sexual misconduct, as detailed in full throughout Section 2.

2. Title IX Grievance Policy

Effective Date

This Title IX Grievance Policy will become effective on August 14, 2020, and will only apply to formal complaints of sexual harassment brought on or after August 14, 2020. Complaints brought prior to August 14, 2020 will be investigated and adjudicated according to the Title IX Grievance Policy if a case is not complete by that date.¹

Revocation by Operation of Law

Should any portion of the Title IX Final Rule, 85 Fed. Reg. 30026 (May 19, 2020), be stayed or held invalid by a court of law, or should the Title IX Final Rule be withdrawn or modified to not require the elements of this policy, this policy, or the invalidated elements of this policy, will be deemed revoked as of the publication date of the opinion or order and for all reports after that date, as well as any elements of the process that occur after that date if a case is not complete by that date of opinion or order publication. Should the Title IX Grievance Policy be revoked in this manner, any conduct covered under the Title IX Grievance Policy shall be investigated and adjudicated under the existing Student Code of Conduct, Discipline, and Conduct Review Process.

Non-Discrimination in Application

The requirements and protections of this policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or

¹ This specific provision may be subject to additional guidance from OCR.

status as a Complainant, Respondent, or Witness. This policy applies to students, employees, contractors, vendors, and visitors to Cayuga’s campuses. Individuals who wish to file a complaint about the Cayuga’s policy or process may contact the Department of Education’s Office for Civil Rights using contact information available at <https://ocrcas.ed.gov/contact-ocr>.

Definitions

Covered Sexual Harassment

For the purposes of this Title IX Grievance Policy, “covered sexual harassment” includes any conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning educational benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Cayuga’s education program or activity;
3. Sexual assault (as defined in the Clery Act), which includes any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent;
4. Dating violence (as defined in the Violence Against Women Act (VAWA) amendments to the Clery Act), which includes any violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; (iii) The frequency of interaction between the persons involved in the relationship.
5. Domestic violence (as defined in the VAWA amendments to the Clery Act), which includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under New York domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of New York.
6. Stalking (as defined in the VAWA amendments to the Clery Act), meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to-- (A) fear for their safety or the safety of others; or (B) suffer substantial emotional distress.

Note that conduct that does not meet one or more of these criteria may still be prohibited under the Student Code of Conduct, Discipline, and Conduct Review Process.

Consent

For the purposes of this Title IX Grievance Policy, “affirmative consent” means a knowing, voluntary, and mutual decision among all participants of legal age to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. The definition of consent does not vary based upon a participant’s sex, sexual orientation, gender identity, or gender expression.

Education Program or Activity

For the purposes of this Title IX Grievance Policy, Cayuga’s “education program or activity” includes:

- Any on-campus premises
- Any off-campus premises that Cayuga Community College has substantial control over. This includes buildings or property owned or controlled by a recognized student organization.
- Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of Cayuga Community College’s programs and activities over which Cayuga has substantial control.

Formal Complaint

For the purposes of this Title IX Grievance Policy, “formal complaint” means a document – including an electronic submission - filed by a complainant with a signature or other indication that the complainant is the person filing the formal complaint, or signed by the Title IX Coordinator, alleging sexual harassment against a respondent about conduct within Cayuga Community College’s education program or activity and requesting initiation of the procedures consistent with the Title IX Grievance Policy to investigate the allegation of sexual harassment.

Complainant

For the purposes of this Title IX Grievance Policy, “complainant” means any individual who has reported being or is alleged to be the victim of conduct that could constitute covered sexual harassment as defined under this policy.

Relevant evidence and questions

“Relevant” evidence and questions refer to any questions and evidence that tends to make an allegation of sexual harassment more or less likely to be true.

“Relevant” evidence and questions do not include the following types of evidence and questions, which are deemed “irrelevant” at all stages of the Title IX Grievance Process:

- Evidence and questions about the complainant’s sexual predisposition or prior sexual behavior unless:
 - They are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or
 - They concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
 - Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege. Legally-recognized privileges include communications between an attorney and client, husband and wife, clergy person and penitent, and doctor and patient.
- Any party’s medical, psychological, and similar records unless the party has given voluntary, written consent.

Respondent

For the purposes of this Title IX Grievance policy, “respondent” means any individual who has been reported to be the perpetrator of conduct that could constitute covered sexual harassment as defined under this policy.

Privacy vs. Confidentiality

Consistent with Student Code of Conduct, Discipline, and Conduct Review Process, references made to *confidentiality* refer to the ability of identified confidential resources to not report crimes and violations to law enforcement or college officials without permission, except for extreme circumstances, such as a health and/or safety emergency or child abuse. References made to *privacy* mean Cayuga offices and employees who cannot guarantee confidentiality but will maintain privacy to the greatest extent possible, and information disclosed will be relayed only as necessary to investigate and/or seek a resolution and to notify the Title IX Coordinator or designee, who is responsible for tracking patterns and spotting systemic issues. Cayuga Community College will limit the disclosure as much as practicable, even if the Title IX Coordinator determines that the request for confidentiality cannot be honored.

Disability Accommodations

This Policy does not alter any institutional obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX Grievance Process that do not fundamentally alter the Process. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties, even where the Parties may be receiving accommodations in other institutional programs and activities.

Making a Report Regarding Covered Sexual Harassment to the Cayuga

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

Contact Information for the Title IX Coordinator:

Name: Charles Romer

Title: Assistant Director of Human Resources and Title IX Coordinator

Office Address: Room R312

Email Address: cromer@cayuga-cc.edu

Telephone Number: 315-294-8556

Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.

Privacy and Confidential Reporting

The following College officials will provide privacy, but not confidentiality, upon receiving a report of conduct prohibited under this policy:

- Title IX Coordinator or designee

- Dean of Students
- Office of Public Safety staff
- Office of Human Resources staff
- Campus Security Authorities
- Wellness Specialists

The following resources may provide confidentiality:

- Sue Wilson, R.N. – Health Services
- Cayuga Counseling Services/Sexual Assault Advocate – available to Auburn students and College employees
- Oswego County Opportunities – Services to Aid Families – available to Fulton students and College employees
- HelpPeople Employee Assistance Program – available to employees only

Non-Investigatory Measures Available Under the Title IX Grievance Policy

Supportive Measures

Complainants (as defined above), who report allegations that could constitute covered sexual harassment under this policy, have the right to receive supportive measures from Cayuga Community College regardless of whether they desire to file a complaint, which **may** include supportive measures as appropriate. Supportive measures are non-disciplinary and non-punitive.

As appropriate, supportive measures may include, but not be limited to:

- counseling
- extensions of deadlines or other course-related adjustments
- modifications of work or class schedules (including temporarily re-assigning an employee)
- campus escort services
- restrictions on contact between the parties (no contact orders)
- changes in work or housing locations
- leaves of absence
- increased security and monitoring of certain areas of the campus

Emergency Removal

Cayuga Community College retains the authority to remove a respondent from Cayuga's program or activity on an emergency basis whether a grievance process is underway or not. A five-step process for evaluating the necessity for an emergency removal will be used to determine if an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal.

If Cayuga determines such removal is necessary, the respondent will be provided notice and an opportunity to challenge the decision immediately following the removal. Any challenge to the emergency removal by a respondent shall be heard by the appropriate Vice President.

Administrative Leave

Cayuga Community College retains the authority to place an employee respondent on administrative leave during the Title IX Grievance Process.

Bring Your Own Device (BYOD) and Mobile Device Policy for use of Personal Mobile Computing/Storage Devices to Store or Access the College’s Confidential Information (CI)

Any mobile computing/storage device used to access and/or store Confidential Information (CI) is subject to all College information security policies. In addition, when accessing and storing the College’s CI with Personal Mobile Computing /Storage devices, users agree to and will abide by the current “Procedures and Implementation Information for Bring Your Own Device (BYOD) and Mobile Devices,” found published on the Cayuga Campus Technology website at: http://www.cayuga-cc.edu/campus_tech/policies.php

Introduction

Tablets, eReaders, smartphones, laptops, and other mobile computing, storage, and communication devices have become very popular because of their convenience and portability. However, the use of such devices is accompanied by risks that must be recognized and addressed to protect the physical devices, the information they contain, and the users utilizing the devices. With the increasing use of these devices, it is necessary to establish a policy governing their use when storing or accessing the College’s CI.

An effective best practice to secure CI is to not to store it on mobile devices. As a matter of policy and best practice, CI should always be secured by storing CI only on College servers and using secure communication technologies when accessing CI remotely (e.g. VPN, HTTPS, CCC-secure, etc.).

College business requirements may, on occasion, justify storing CI on mobile computing/storage devices. In these cases, it is the responsibility of the user to recognize that CI stored on these devices is at increased risk for theft, loss, breach, and inadvertent exposure. Users are required to ensure that they are in compliance with all aspects of this policy to keep the data secure.

Purpose

This policy is necessary to protect the confidentiality, availability, and integrity of CI while stored, transmitted, or processed on mobile devices. The intent of the policy is to protect the College’s CI by applying rules and configuration standards for personal mobile computing/storage devices that access or store any of the College’s CI.

Scope

This policy applies to any mobile computing/storage device that is used to store or access CI irrespective of who owns the device. This policy will not supersede other existing policies developed by College, but may introduce more stringent requirements than current policies dictate.

Procedures and Implementation Information for Bring Your Own Device (BYOD) and Mobile Devices

1. The use of mobile computing/storage devices to access CI is a privilege that may be revoked at any time, and not a right;
2. CI will be accessed through networks using procedures established by IT. This may include the use of secured network connections, the use of College-approved Virtual Private Network (VPN) services using username/ password credentials, and/or other relevant methods as provided by IT;
3. For personally-owned devices, users will obtain and install the latest security and operating system updates from the device vendor as well as any software required to access the network;
4. All applicable security options available on the device will be utilized to the greatest practical extent, such as, but not limited to: passwords, firewalls, encryption and anti-virus software. At a minimum, mobile computing/storage devices that access the College's CI must be password protected;
5. IT may restrict the access of a mobile computing/storage device if the device presents a suspect or demonstrable threat to the integrity of CI or other computing resources;
6. Avoid storing CI whenever possible on personal mobile computing/storage devices, and delete CI when no longer needed on such devices;
7. The transfer of CI to mobile devices that do not comply with this policy is prohibited;
8. Any device containing CI may be subject to seizure under applicable laws or in response to a court order, such as a subpoena;
9. When a possible security breach is investigated as required under the law, personal mobile computing/storage devices may need to be provided to law enforcement or IT for evaluation;
10. In the event that a device is lost or stolen which is suspected to contain CI, the College reserves the right to remotely disable and erase (wipe) all data on the device;
11. The College will not make exceptions or supply additional provisions to support personally-owned devices that are unable to connect to the network;
12. Users hold the College harmless for damage to personally owned-devices and related software resulting from use of the College network, and from the loss of any personal data contained on the device;
13. Upon termination, resignation, or retirement from employment, users shall remove from personal mobile computing/storage devices all CI obtained from the College that contains the below data elements, and inform their supervisor that the information has been removed:
 - (1) social security number;
 - (2) driver's license number or non-driver identification card number;
 - (3) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;
14. In the case of a failed personally-owned mobile computing/storage device on which was stored CI obtained from the College that contains:
 - (1) social security number;

- (2) driver's license number or non-driver identification card number;
- (3) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;

Users shall inform their supervisor that the device has failed and that the information is no longer accessible. It is recommended that the supervisor contact IT to review the device and assist in determining proper disposal.

ANTI-HARASSMENT

It is the policy of Cayuga Community College to maintain an environment in which the dignity and worth of individuals is respected. Accordingly, the College does not tolerate discrimination or harassment based on gender, pregnancy, race, color, national origin, citizenship, ancestry, religion, creed, age, physical or mental disability, marital status, military status, domestic violence victim status, familial status, gender identity, genetic predisposition or carrier status, sexual orientation, or any other basis protected by applicable Federal, state or local laws.

The College is committed to preventing harassment from occurring and to providing an avenue to promptly and effectively address complaints of harassment consistent with applicable Federal and state laws. These standards of conduct apply to interactions with co-workers, customers, vendors and others while conducting business, even if the setting is informal or outside the traditional workplace.

CONSENSUAL RELATIONSHIP POLICY

The State University of New York (SUNY) and Cayuga Community College (CCC) are committed to ensuring that students, faculty, and staff can learn and work in an environment that is free from nepotism, harassment, exploitation, and conflicts of interest. CCC is also committed to promoting fairness in grading, evaluation, and career opportunities. In order to achieve this, it is vital that all college personnel maintain professional boundaries with students, and with employees over whom there is or will be a supervisory relationship.

CCC professional staff and other college personnel exercise power and authority over students and employees for whom they have current supervisory, instructional, or other professional responsibility, which creates a power imbalance. This makes consent within any romantic relationship between a supervisor and employee or between professional staff or other college personnel and a student problematic and may impede the real or perceived freedom of the student or employee to terminate or alter the relationship. Further, it may cause individuals outside of that relationship to believe that they are treated in an unequal manner during such a relationship or after it terminates, or it may cause individuals to feel that entering such a relationship is necessary or assistive in attaining their academic or career goals. Such a relationship may damage the credibility or reputation of the student, employee, the department or unit, the campus and CCC as a whole and may expose individuals or the institution to legal action and liability.

In the academic context, romantic relationships that might be appropriate in other circumstances have inherent dangers when they occur between professional staff or other college personnel and students. Implicit in the idea of professionalism is the recognition by those in positions of authority that in their relationships with students and employees there is an element of power.

Because inherent power differentials exist, professional staff or other college personnel are prohibited from entering romantic relationships with students, for whom such staff or personnel have current supervisory, instructional or other professional responsibility.

Consensual romantic relationships between professional staff or other college personnel and any students for whom such staff or personnel have no current supervisory, instructional or other professional responsibility are strongly discouraged. It is understood that any intimate activity between CCC professional staff/other college personnel and another employee or a student shall never take place while the CCC professional staff/other college personnel is on duty or on campus. In regard to CCC Public Safety, such relations shall also never occur while the officer is in uniform.

In the case of pre-existing relationships, professional staff or other college personnel shall be required to recuse themselves from any evaluation of the student and from any activity or decision which may appear to reward, penalize, or otherwise affect the student or student employee and to otherwise take appropriate action to minimize any potential preferential or adverse consequences to the student or other members of the College community.

In the employment context, there is a presumption against romantic relationships between employees where there is a current supervisory or authority imbalance. In cases where there is or has been a consensual romantic relationship between two individuals employed by the college, it is important that any sphere of influence or authority by one such employee over another be removed. Where one person is in the direct line of supervision over the other, the supervisor must notify college administration so that alternative arrangements for supervision can be made, if feasible.

Where neither individual is in the direct line of supervision over the other, but authority exists wherein one individual could impact any employment related decision regarding the other, such as participating in decisions regarding hiring, termination, appointment, reappointment, promotion, assignment of duties, evaluation or changes in compensation or benefits for the other individual, such person must either recuse themselves from the decision-making process or, in the alternative, notify college administration so that they can be removed from the decision-making process.

Non-consensual relationships are always prohibited and may implicate other policies or laws.

II. Definitions:

Department or Unit: an academic department or unit or a professional department or unit.

Academic Department or Unit: Department or unit devoted to a particular academic discipline or operational area.

Professional Department or Unit: Department or unit devoted to providing professional services to students. This includes, but is not limited to, facilities services, student life/activities, financial aid, registrar, bursar, career services, library services, athletics, academic advisement, health services, counseling services, health center, information technology, and campus safety.

Other College Personnel: Any person with an employment relationship with the college that is not covered by the definition of professional staff. This would include all employees in the classified service pursuant to New York State Civil Service laws, rules and regulations as well as student and graduate student employees on the state payroll.

Professional Responsibility: For the purposes of this policy only, professional staff and other college personnel shall be deemed to have professional responsibility to a student when that person has a job-related duty that can impact the student's educational or professional career; specifically, where they have decision-making authority that may impact student learning, student life or student welfare, they have professional responsibility. In addition, CCC Public Safety shall be deemed to have a professional responsibility at any time that they are on duty, or when the member is directly involved in an ongoing investigation in which the student is a target, witness, person of interest or subject of an investigation, criminal matter, inquiry, or campus administrative action, or when the member is involved in an open

case or action in which the student or other staff is either the plaintiff/complainant/defendant or potential plaintiff/complainant/defendant. A health care professional working in a campus student health services/wellness center shall not commence a romantic relationship with a student for whom they are providing direct patient medical care. In addition, such health care provider shall not provide direct patient medical care to a student with whom they have had or are having a consensual romantic relationship (unless it is an emergency and no other health care provider is available on campus).

Professional Staff: All persons occupying positions designated by the Chancellor as being in the unclassified service. This includes academic employees, professional employees, and executive/management/confidential employees. See Policies of the SUNY Board of Trustees, Article II, Definitions.

Romantic Relationship: An intimate, sexual and/or any other type of amorous encounter or relationship, whether casual or serious, short-term or long-term. Such a relationship exists in a marriage, a domestic partnership, or outside of marriage or domestic partnership between two persons who have a sexual union or who engage in a romantic partnering or courtship that may or may not have been consummated sexually.

Student: An individual whose primary relationship to the campus is in their role as a matriculated or non-matriculated student in a CCC program, including certificates and other traditional and non-traditional academic programs. Student status begins at payment of deposit to enroll or

equivalent and continues through completion of all academic requirements and graduation. This applies regardless of the age of the student and age of the faculty or staff member.

Supervisory Relationship: A relationship in which an employee has the authority to make, recommend, or impact decisions regarding hiring, termination, appointment, reappointment, promotion, assignment of duties, evaluation, or changes in compensation or benefits for another individual.

III. Employee Applicability:

This policy governs professional staff or other college personnel, whether employed full-time, part-time, or in volunteer status, whether or not they receive monetary compensation. This policy does not apply to student employees on the student assistant or college work study payroll. Conflicts of interest and limitations on supervisory relationships by student employees may be covered separately by the Code of Conduct or other policy.

A. Students:

CCC professional staff or other college personnel are prohibited from entering romantic relationships with any students for whom such staff or personnel have current supervisory, instructional, or other professional responsibility.

B. Employees in a Supervisory Role:

SUNY professional staff or other college personnel are prohibited from supervising any employee with whom they are currently engaged or in the past have been engaged in a romantic relationship. Professional staff or other college personnel who enter a romantic relationship with any employee for whom they provide direct line supervision must notify their direct supervisor or department/unit head, and Director of Human Resources or Employee Relations or designee. The employee's supervisor or department/unit head, in concert with the Director of Human Resources or Employee Relations or designee, shall determine whether an alternative supervisory structure is possible and, if so, shall direct the employees to the alternative supervisory structure. However, in certain circumstances where it may not be feasible to create alternative supervisory roles, termination of the supervisor's employment may result in order to alleviate the prohibited supervisory, evaluative, or reporting relationship. The conclusion of the relationship (whether amicably or not), does not change the prohibition stated herein.

There is no prohibition or reporting requirement for CCC professional staff or other college personnel who enter, are currently engaged in, or in the past have been engaged in romantic relationships with other faculty and staff where there is no direct line supervisory relationship. However, where a romantic relationship exists or has existed, professional staff or other college personnel shall recuse themselves from any personnel decisions regarding the other individual including hiring, termination, appointment, reappointment, promotion, assignment of duties, evaluation or changes in compensation or benefits for the other individual or, in the alternative, notify college administration so that they can be removed from the decision-making process.

There are no prohibitions or reporting requirements for consensual social interactions between CCC professional staff or other college personnel, regardless of supervisory relationships, that are not romantic in nature.

V. Reports and Investigation:

While the primary reporting office for violations of this policy is CCC Human Resources, reports of violations of this policy may be brought to the campus Title IX Coordinator, the Director of Human Resources or the Office of the Provost.

Monitoring the status of alternative supervision is the responsibility of the Director of Human Resources. All documentation under this policy shall be maintained in Human Resources.

Retaliation for making a report or participating in a process under this policy is prohibited. CCC prohibits an individual from knowingly filing a false complaint or making misrepresentations of sexual misconduct. A complaint made in good faith is not considered false merely because the evidence does not ultimately support the allegation of sexual misconduct. If an investigation results in a finding that a person who has accused another of sexual misconduct has acted maliciously or has recklessly made false accusations, the reporting party will be subject to appropriate sanctions. It is important to note that due process considerations may limit the ability to investigate or resolve anonymous complaints.

VI. Discipline:

Violations of this policy may result in disciplinary charges up to and including termination. Any disciplinary action shall be taken pursuant to the applicable collective bargaining agreement.

WORKPLACE SEXUAL HARASSMENT PREVENTION POLICY AND SEXUAL HARASSMENT COMPLAINT FORM

Cayuga Community College (“CCC” or the “College”) is committed to maintaining a workplace that is free from sexual harassment, which is one form of workplace discrimination. This Policy is one component of the College’s commitment to a discrimination-free work environment.

Scope and Application of the Policy

This Policy applies to all employees of the College, regardless of the employee’s job title or full-time or part-time status. This Policy also applies to interns, both paid and unpaid, and individuals who are not employees of the College, but are employees of contractors, subcontractors, vendors, consultants, and other persons who provide services in the College’s workplace. This Policy applies to students who are employees of the College in their capacity as employees of the College.

Identifying Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and where applicable, local law. Sexual harassment includes harassment on the basis of sex/gender, sexual

orientation, self-identified or perceived sex, gender expression, gender identity, the status of being transgender, as well as harassment based on sex stereotyping.

Sexual harassment may be verbal, written, visual or physical. Sexual harassment may include unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex that may include sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or advancement; (2) submission to or rejection of such conduct is used as basis for decisions affecting employment or professional advancement of an individual; or (3) such conduct has the purpose or effect of unreasonably interfering with the employee's ability to work or has the purpose or effect of creating an intimidating, hostile or offensive work environment.

A sexually harassing hostile work environment can consist of threats, derogatory comments, signs, jokes, pranks, intimidation, physical contact, violence, or other conduct which is of a sexual nature, or which is directed at an individual because of that individual's sex, where the conduct is so severe and pervasive as to alter the terms of employment for the individual subject to the harassment.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This is often referred to as "quid pro quo" harassment. This can include hiring, promotion, continued employment, or any other terms, conditions or privileges of employment.

Sexual harassment can include victims of both genders, and can occur between individuals of the same gender. A perpetrator of harassing behavior may be a supervisor, a co-worker, or a non-employee such as a vendor or visitor. Victims may include any individual affected by the offensive conduct, not just the person to whom the harassing conduct is directed. This Policy is not limited to conduct that occurs on campus, it also applies to all work performed on behalf of the College, including off-campus. This Policy also prohibits off-duty conduct if that conduct creates or contributes to a sex-based hostile work environment.

Examples of sexual harassment can include, but are not limited to, the following:

- Suggestive or sexually explicit gestures, pictures, jokes, noises, comments about a person's sexuality or sexual experience, remarks or emails;
- Sexual or discriminatory displays or publications anywhere in the workplace, including but not limited to:
 - Pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic, including sexual displays on workplace computers or cell phones in the workplace.
- Unwanted sexual advances or propositions;
- Unwelcome physical conduct of a sexual nature, such as:
 - Pinching, hugging, touching, patting, kissing, grabbing, or brushing a person or poking another person's body;
 - Rape, sexual battery, molestation, or attempts to commit these assaults;
- Written conduct such as threatening, derogatory, or offensive letters, emails, text messages or social media posts;

- Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look;
- Hostile actions taken against an individual because of the individual’s sex, sexual orientation, gender identity, or status of being transgender.

Complaint Process

A College employee who is experiencing sexual harassment or has a concern about suspected sexual harassment should promptly report the concern or incident to the Director of Human Resources, Vice President/Treasurer, or the Title IX Coordinator. Even if you are unsure whether a certain behavior constitutes sexual harassment, you are encouraged to report the situation so that it may be investigated, evaluated and, if necessary, addressed. A written complaint form is provided at the end of this Policy, however individuals are not required to use this written complaint form. Written or verbal complaints will be accepted. The College expects that individuals who make reports pursuant to this policy do so truthfully and in good faith.

A College employee with supervisory responsibilities over other employees who receives a complaint or information about workplace sexual harassment is **required** to take appropriate action. Appropriate action may include immediate intervention if the harassment is witnessed by the supervisor, and in all instances includes reporting the situation to the Title IX Coordinator. Persons with supervisory authority over other College employees will be subject to discipline for engaging in sex discrimination, sexually harassing conduct, or retaliation, as well as knowingly allowing sexual harassment to continue and failing to take appropriate action.

Investigation

Upon receipt of a complaint, the College will take appropriate steps to promptly investigate the situation. The investigation will be conducted by an investigator appointed by the Title IX Coordinator or his/her designee. The scope and nature of the investigation will depend upon the circumstances and the incident(s) at issue. This may include interviews of appropriate individuals (e.g., the person complaining, the accused, possible witnesses, etc.). The College reserves the right to tailor the scope and procedures of the investigation to the circumstances. The complainant and the respondent will be provided an equitable and fair opportunity to provide information, including the opportunity to suggest relevant witnesses and to provide relevant documentation. The investigation will be fair and impartial. The College will maintain confidentiality to the fullest practical extent. At the conclusion of the investigation, the investigator(s) will prepare a written report. The complainant and respondent will be provided an opportunity to review the report and to submit a written response to the report. If the investigator(s) make a determination that additional investigation is needed, this will be completed, and a final investigation report prepared.

The investigation report will be provided to an appropriate College official or body for a decision as to what action, if any, is appropriate. Where the respondent is a non-faculty staff member, a decision as to disciplinary action will be by an appropriate individual, such as a vice president, in consultation with Human Resources. Disciplinary decisions will be compliant with collective

bargaining agreements and/or applicable employee handbooks. Where the complaint is brought against a non-employee, an appropriate vice president will determine the action to be taken, which may include restrictions on the individual's presence on campus.

The College uses a "preponderance of evidence" standard in determining whether this Policy has been violated. The College's policy is to investigate all complaints thoroughly and promptly. To the fullest practical extent, the College will keep complaints and the terms of their outcomes confidential, except to inform the parties of the complaint of the outcome of the complaint. If an investigation confirms that a violation of the Policy has occurred, the College will take corrective action, including discipline, up to and including immediate termination of employment.

Please note that while this Policy sets forth the College's goal of promoting a workplace that is free of sexual harassment, this Policy is not designed or intended to limit the College's authority to discipline or take remedial action for workplace conduct which it deems unprofessional, inconsistent with organizational standards, or otherwise inadvisable behavior, regardless of whether that conduct satisfies the legal definition of sexual harassment.

Retaliation

Individuals covered under this Policy are reminded that no one who engages in the following protected activities may be retaliated against. Protected activities may include opposing a discriminatory practice, filing a good faith complaint or report of sexual harassment, participating in an investigation into sexual harassment, filing a claim with the Equal Employment Opportunity Commission ("EEOC") or New York State Division of Human Rights ("DHR"), participating in an EEOC or DHR or other governmental agency investigation, or encouraging another individual to make a complaint or report.

Retaliation includes conduct, whether or not in the workplace or employment-related, which may deter a reasonable person from making or supporting a charge of discrimination or harassment, and is directed at someone who engages in the foregoing protected activities.

Retaliation is unlawful and is a violation of this Policy. College employees found to have engaged in retaliation may be subject to discipline, up to and including termination. Other individuals who have engaged in retaliation may also be subject to appropriate remedial action commensurate with the circumstances.

If you feel you have been retaliated against, please notify Director of Human Resources, Vice President/Treasurer, or the Title IX Coordinator.

Legal Protections and External Remedies

Sexual harassment is not only prohibited under this Policy, but is also prohibited by state, federal, and local law where applicable. In addition to the procedures described in this Policy, individuals may choose to pursue legal remedies with the following governmental entities:

New York Division of Human Rights

The New York State Division of Human Rights (DHR) enforces the Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which prohibits sexual harassment in employment in New York State, and protects employees, and other individuals working in an employer's workplace. A complaint alleging a violation of the Human Rights Law may be filed either with DHR, subject to a one year statute of limitations, or in New York State Supreme Court, subject to a three year statute of limitations.

The DHR will investigate the complaint to determine if unlawful harassment occurred and if the circumstances amount to a violation of the law. If unlawful discrimination is found after a hearing, the DHR or the court may award relief, which varies, but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including reversing an unlawful employment action, paying monetary damages, attorneys' fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 www.dhr.ny.gov. The DHR can be contacted at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form and contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An employee must file a complaint with the EEOC within 300 days from the conduct giving rise to the complaint. The EEOC also investigates complaints, but does not hold hearings or award relief. The EEOC may take other action including pursuing cases in federal court on behalf of complaining parties, or issuing a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may award remedies if discrimination is found to have occurred.

The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), or visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual files an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the individual's right to proceed in federal court.

Local Law

There may be additional applicable laws, including local laws, or agencies that address the topics covered by this policy.

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. A covered individual who believes that a crime has been

committed, or if the individual believes he/she is in physical danger, is urged to file a report with the local police department immediately.

Cayuga Community College
Workplace Sexual Harassment Complaint Form

This form is designed to assist individuals making a report under Cayuga Community College's Workplace Sexual Harassment Prevention Policy. If you believe you are, or have been, subject to conduct in violation of the Sexual Harassment Prevention Policy, or witness or otherwise become aware of such conduct, you are expected to report that information either verbally or in writing. It is the policy of the College to promptly and thoroughly investigate such reports.

If you wish to make a written report, you may use this form to do so. After completing this form, please submit it to either the Director of Human Resources, VP of Administration or the Title IX Coordinator. If you are more comfortable reporting verbally or in another manner, you are welcome to do so.

The College prohibits retaliation against any individual who opposes a discrimination practice, makes a good faith report of discrimination or harassment, or who participates in an investigation of such reports. Your cooperation in truthfully completing this form and providing as much accurate information as possible will enable us to investigate and respond to these matters.

YOUR INFORMATION

Name: _____
Home Address: _____ Work Address: _____
Personal Phone: _____ Work Phone: _____
Job Title: _____ Email: _____
Preferred Communication Method: _____

SUPERVISOR'S INFORMATION

Immediate Supervisor's Name: _____ Title: _____
Work Phone: _____ Work Address: _____

INFORMATION CONCERNING SUSPECTED HARASSMENT

1. The name of the person(s) involved in your complaint

Name: _____ Title: _____
Work Address: _____ Work Phone: _____
Other identifying information: _____

Relationship to you: Supervisor Subordinate Co-Worker Student Other: _____

2. Please describe the conduct or incident(s) that are the basis of this report and your reasons for believing the conduct is harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) harassment occurred: _____
Is the harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint. Please use additional sheets of paper if necessary.

5. Have you previously complained or provided information (verbal or written) about harassment at the College? If yes, when and to whom did you complain or provide information?

Upon receipt of this report, a Human Resources representative will contact you. Every effort will be made to assure that confidentiality will be maintained throughout the investigatory process to the extent consistent with the need to investigate your report and to take appropriate corrective action. For additional information, see the Sexual Harassment Prevention Policy.

The information provided in this report is true and complete and I request that Cayuga Community College investigate this complaint and advise me of the outcome of the investigation.

Signature: _____

Date: _____

NON-RETALIATION POLICY

The College strictly prohibits and will not tolerate retaliation against anyone who in good-faith makes a complaint of any kind or participates in an investigation of a complaint. Individuals who become aware of anyone engaging in retaliation prohibited by this policy should immediately report the matter to their supervisor or the Director of Human Resources. Any person who engages in retaliatory conduct prohibited by this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

EMPLOYMENT OF FAMILY MEMBERS AND HOUSEHOLD MEMBERS POLICY

In order to avoid conflicts of interest and to ensure College employees are judged objectively and employed on the basis of individual qualifications, the following policy applies to all full and part-time employees, student workers, temporary employees and contractors.

An employee and the immediate family member and household member of the employee cannot:

- Work directly or indirectly for each other where there may be direct or indirect management decision oversight, compensation or performance decision oversight by either person, including a matrix reporting relationship.
- Report to the same manager, including where there is a matrix-reporting relationship

The definition of family member includes spouse, parent, child, stepparent, stepchild, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, legal guardian.

CONFLICT OF INTEREST

The President and the Board of Trustees of Cayuga Community College recognize that all members of the College community must observe standards of ethical conduct to fulfill the College mission with integrity and assure public confidence in the institution. The purpose of this policy is to set forth rules of ethical conduct and procedures for disclosing potential conflicts of interest.

Definitions:

Interest – A monetary, personal, or material benefit.

Relationship – A familial kinship, personal association, or business interest.

Conflict of Interest – The opportunity to advance one’s own interest, or the interests of others with who one has a relationship, in a way harmful, or potentially harmful to the interest of the College. The existence of a relationship or interest that inhibits a member of the College community from exercising independent judgement in the best interest of the College. The existence of a relationship that is no longer strictly business related and beyond the boundaries of friendship. (e.g. dating).

The College prohibits undisclosed conflicts of interest or potential conflicts of interest. Knowingly acting and/or persisting in a conflict of interest is unethical. When a potential conflict of interest arises, the individual in conflict has a duty to avoid or eliminate the conflict, or disclose the situation to the Director of Human Resources. Failure to report a conflict of interest will result in appropriate administrative action by the College.

The College will attempt to resolve conflict problems so that no one is unfairly disadvantaged.

Examples of Potential Conflicts of Interest

The following examples illustrate situations that may constitute a conflict of interest. This list is not comprehensive and does not limit the scope of this policy.

1. Favoring of Outside Interests for Personal Gain
 - a. Exerting influence on the discussion of, or voting on, College decision relating to agreements, programs, and/or services to the advantage of the individual or person with a relationship to that individual.
 - b. Exerting influence on the decision to purchase, lease or terms of lease services, equipment or materials for the College to the advantage of the individual or person with a relationship to that individual.
 - c. Exerting influence on students to purchase services or materials to the advantage of the individual or person with a relationship to that individual.
 - d. Engaging in a College agreement or service contract with a third party in which either the individual or a person with relationship to that individual has a financial or other interest.
 - e. Managing (or supervising or controlling) and/or directing (or guiding or conducting) a College program to serve the needs of a third party in which either the individual or a person with a relationship to that individual has a financial or other interest.
 - f. Accepting gifts or special favors for personal gain from private organizations or individuals with whom the College does business, or from students or colleagues, without complete disclosure to and approval from the person’s supervisor.
2. Inappropriate Use of College Personnel, Resources, or Assets

- a. Using College students or staff on College time to carry out work for an enterprise in which either the individual or a person with a relationship to that individual has a financial or other interest.
 - b. Unauthorized and non-reimbursed use of College resources or facilities to benefit a private concern in which the individual or a person with a relationship to that individual has a financial or other interest.
3. Inappropriate use of information
 - a. Using for personal gain or other unauthorized purposes, information acquired because of the individual's College activities; such information might include knowledge of forthcoming developments requiring contractor selection, etc.
 - b. Unreasonably delaying publication of information or premature release of information to secure personal gain or to secure gain for a person with whom an individual has a relationship.
4. Employment and Evaluative Relationships
 - a. Participating in the selection, supervision, evaluation or discipline of a student or employee with whom the individual has a relationship.
 - b. Participating in any employment decisions involving a person with whom the individual has a relationship.
 - c. Engaging in other employment, which interferes with the performance of their professional obligation.
5. Conflict of interest situations involving a dating relationship by a manager and someone in his/her hierarchy.

Procedures

The Director of Human Resources will distribute the Code of Ethics policy and the Examples of Potential Conflicts of Interest to all current employees. All new employees will receive the policy and examples during orientation. Staff will be instructed to read the policy carefully and in instances where potential or actual conflicts exist, employees are expected to consult with the Director of Human Resources and abide by this campus policy.

The Director of Human Resources will discuss disclosed conflicts of interest with the appropriate Vice President having supervisory responsibility for the employee who disclosed the conflict of interest or potential conflict of interest. The Vice President will then make a recommendation to the President for consideration and additional action, as appropriate.

ACCEPTABLE USE POLICY

I. General Statement of Policy

Cayuga Community College (the "College") is committed to academic excellence and providing the resources necessary to maintain academic excellence. Pursuant to this goal, computers, computer accounts, network, wireless, Internet access, electronic mail, mobile devices, and related services (individually and collectively, these computing resources and services are referred to as the "computer system") may be provided for use by members of the College community. This policy applies to any student, faculty member, staff member,

employee, or other individual who has received appropriate authorization to use the College's computer system. Access to and use of the College's computer system is a privilege, and such use must be consistent with the terms of this policy, and with the goals, standards, and overall mission of the College. Use of the College's computer system shall constitute the user's agreement to abide by and to be bound by the provisions of this policy. The College reserves the right to modify this policy at any time in its sole and absolute discretion.

II. Electronic Communications

All messages, data, files, programs, Internet web sites, and other material or information (individually and collectively referred to as "electronic communications") stored in or transmitted via the College's computer system are College records. Accordingly, the College reserves the right to access and disclose the content of electronic communications stored in or transmitted via its computer system: (1) as it deems appropriate for the administration and maintenance of the computer system; (2) when the College determines that such access or disclosure is necessary to investigate a possible breach of security, misuse of College resources, violation of law, or infringement of College rules; (3) when the College determines that such access and disclosure is necessary in connection with an academic, disciplinary, or administrative inquiry, or legal proceeding; or (4) for all other purposes permitted by law. The College may routinely monitor and log usage data such as network session connection times and end-points, computer and disk utilization for each user, security audit trails, network loading, etc.

Each user's use of the computer system constitutes consent to the College's access, disclosure, and monitoring. Users of the computer system should not have any expectation of privacy in any electronic communications stored in or transmitted via the College's computer system. Intellectual property rights for content of electronic communications are not governed by this Acceptable Use Policy.

III. Acceptable and Prohibited Uses of Cayuga's Computer

System Acceptable Use

The College's computer system is provided for the purpose of supporting the educational mission and business functions of the College. All computer system users are expected to use the computer system for legitimate purposes consistent with the educational mission and business functions of the College. The College has sole authority to determine what uses are acceptable and which uses are inconsistent with this policy or other applicable standards of conduct.

The College's computer system shall be used only for official business, except that it may be used for rare and necessary personal purposes, provided that such use is in a limited amount and duration and does not conflict with the proper exercise of the duties of the College employee. Supervisors are authorized to require employees to cease or limit any personal use that interferes with job performance or violates College policy. Incidental, rare personal use of the computer system is a privilege that may be monitored, restricted or revoked at any time.

Prohibited uses of the computer system for all users include, but are not limited to:

- 1) Engaging in copyright infringement or other unauthorized downloading, copying and/or distribution of copyrighted material**, unauthorized downloading of any copyrighted material (software, MP3s, movies, etc.), (2) copying and/or distributing

copies of copyrighted audiovisual works without the authorization of the copyright owner via “peer-to-peer” programs such as KaZaA, LimeWire, BearShare, and Morpheus, and (3) setting up file shares with copyrighted material, violates the U.S. Copyright Act, 17 U.S.C. §§ 101 *et. seq.* and is prohibited by College Policy.

Copyright infringement may subject you to both civil and criminal liabilities: In a civil action, you may be liable for the copyright owner’s actual damages plus any profits made from your infringing activity. Alternatively, the copyright owner can elect to recover statutory damages of up to \$30,000 or, where the court determines that the infringement was willful, up to \$150,000.

Copyright infringement may also constitute a federal crime if done willfully and: (1) for purposes of commercial advantage or private financial gain; (2) by the reproduction or distribution, during any 180-day period, of 1 or more copies of 1 or more copyrighted works, which have a total retail value of more than \$1,000; or (3) by the distribution of a work being prepared for commercial distribution, by making it available on a computer network accessible to members of the public, if you knew or should have known that the work was intended for commercial distribution (17 U.S.C. § 506). Criminal penalties for infringement may include imprisonment for up to 10 years, fines up to \$250,000, or both (18 U.S.C. § 2319).

Students who violate the College’s policy are also subject to discipline under the College’s Student Code of Conduct, which may result in sanctions including, but not limited to, written warnings, disciplinary probation, monetary damages and fines, interim suspension, disciplinary suspension and disciplinary expulsion. The sanction imposed for a particular violation will be determined on a case-by-case basis depending on the specific facts and circumstances involved.

- 2) Installing software on the College’s computer system without the consent of IT;
- 3) Attempting to access or monitor another user’s electronic communications; reading, copying, changing, or deleting another user’s messages, files, or software, without permission of the user; or in some other way invading the privacy of others;
- 4) Engaging in any illegal commerce or any illegal activity of any kind;
- 5) Posting or transmitting any material that is threatening, abusive, profane, defamatory, obscene, offensive, or pornographic, or that is discriminatory, harassing, derogatory, or demeaning to any individual or group based on race, color, religion, sex, sexual orientation, gender expression/identity, disability, familial status, age, national origin, ethnicity, or other prohibited basis;
- 6) Engaging in any type of harassment of other individuals, including continually sending unwanted messages after a request to stop;
- 7) Attempting to destroy or sabotage the computer system or attempting to perform any act that impacts upon the proper operation of the computer

system, such as intentionally spreading computer viruses;

- 8) "Hacking," tampering, or attempting to gain unauthorized access to confidential information within the College's computer system or to other remote computer systems;
- 9) Releasing confidential or proprietary information or data obtained by virtue of the user's position with the College to unauthorized persons;
- 10) Attempting to subvert security systems or data protection schemes to gain unauthorized access to information or data;
- 11) Performing acts that are wasteful of computing resources or that unfairly monopolize resources to the exclusion of others, such as sending unnecessary mass mailings or chain letters;
- 12) Operating businesses, unauthorized fundraising or using the computer system in some other way for personal gain, for the benefit of a third party, or for activities that are inconsistent with the College's tax-exempt status (such as political campaigning)
- 13) Creating and/or operating web sites on computers on the College network without obtaining prior approval from IT;
- 14) Using the computer system for non-College related uses that result in a negative impact on College- related uses. For example, if you are using a machine in a public computer lab for non-College related purposes, and others are waiting to use a machine for academic purposes, you are expected to give up your seat;
- 15) Extending the network by introducing a hub, switch, router, firewall, wireless access point, server, or any other service or device without obtaining prior approval from IT;
- 16) Using a computer account that does not rightfully belong to you; and
- 17) Giving or publishing a password, identifying code, personal identification number, or other confidential information about a computer, computer system, network or e-mail account, database, or any other College IT resource.

All users of the computer system must act responsibly and maintain the integrity of the computer system. The College reserves the right to limit, restrict, revoke, suspend, deny, or extend computing privileges and access to the computer system. Violators of any computer use policy will be subject to the existing student or employee disciplinary procedures of Cayuga Community College. Illegal acts involving Cayuga Community College computing resources may also subject users to prosecution by local, state, and federal authorities.

DRUG FREE WORKPLACE

The college has long been committed to providing a safe, secure and comfortable work

environment for members of the college community. In compliance with the Drug-Free Workplace Act of 1988, and to continue our efforts in maintaining a pleasant work atmosphere, the college is adopting a new policy with regard to drugs in the workplace. The policy prohibits the unlawful use, possession, distribution, dispensation or manufacture of controlled substances (drugs) in and on Cayuga Community College-owned or controlled property.

As a condition of employment all faculty, staff and student employees are required to abide by the terms of this policy, which is effective as of today. For your information and review, a copy of this new personnel policy is attached.

In the near future the college's Employee Assistance Program will be offering drug awareness educational and information materials to help all of us be cognizant of the latest information about drug use and abuse.

If you have any questions regarding this matter, please direct them to your supervisor or to the Personnel Office. Student employees should refer inquiries to the Student Development Office.

I know that you are as committed as I to the continued welfare of the college community and that, working together, we can continue to maintain a drug-free workplace through the cooperative efforts of a concerned and caring staff.

APPENDIX B

Workers Compensation Form

For employees injured on the job and meeting eligibility requirements, the following two options are available:

1. _____ **Workers Compensation Option**

The employee leaves under Workers Compensation, retroactive to day one, after meeting the waiting period of seven consecutive calendar days. The employee deals directly with Workers Compensation for reimbursement during the disability period. Reimbursement is approximately 67% based on the previous twelve months of earnings, and the employee is deactivated from the College payroll during the disability period.

Benefits: retirement contributions cease during the disability period. All other benefits are retained and continue to accrue. Upon reinstatement, retirement contributions are reactivated.

2. _____ **1/3 times 2/3 College Option**

During the disability period, retroactive to day one after the waiting period of seven consecutive calendar days, the employee receives approximately two-thirds of salary, based on the previous twelve months, directly from Workers Compensation. The College pays the employee the difference between the compensation payment, that is, two-thirds, and the current bi-weekly salary, that is, one-third. Upon receipt of the Workers Compensation payment, the employee presents the check to the Human Resources Office so the dollar amount can be reduced from their pay.

Benefits:

- Insurance: Health insurance and life insurance is retained
- Sick leave: The employee is assessed one-third sick leave day for every day absent against accrued sick leave; Workers Compensation reimburses each two-third sick leave day; sick leave continues to accrue.
- Vacation leave: continues to accrue
- Retirement: contribution is made only on funds received from the College, approximately one-third day; Workers Compensation does not contribute to retirement
- Tax purposes: College funds received are taxable; reimbursement received from Workers Compensation is not taxable

Employee Signature _____ Date _____

APPENDIX D

Updates & Future Policies