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INTRODUCTION

The purpose of the Staff Handbook is to present the policies and procedures relating to staff employment at Gordon College. It is intended to serve both as an introduction for new staff members and as a reference tool for all College personnel.

This handbook is the official statement of privilege and policy regarding the staff. However, the material contained herein is for information only and does not constitute a contract between the employee and the College.

Gordon College is a growing community, and while the contents of this handbook reflect current policy and practice, changes will occur in the policies, practices and benefits described. Accordingly, the College reserves the right to amend, revise, or delete any portion of this manual as it becomes necessary. This includes the right to alter or reduce any policy in whole or in part, without notice. Changes may be noted in campus memo, supplements, or new editions of the handbook or in other appropriate ways. Your questions, comments and suggestions are welcome and should be directed to the Office of Human Resources.

This 2011 Staff Handbook supersedes and replaces all previous editions.
PREFACE

Gordon College is committed to the ideals of a Christian liberal arts education as delineated by the College’s mission, Statement of Faith, and Statement of Life and Conduct. Within this context, the College strives to act in accordance with biblical principles; to place high priority on the welfare or employees; and to attempt to promote a sense of community within the working atmosphere of the College.

College employees contribute to the goals of the College by service in their vocational roles. Employees are expected to become familiar with and adhere to College policies, conduct and work rules found in this handbook and the Statement of Life and Conduct, and to carry out their responsibilities in a conscientious and cooperative manner.

Employees are expected to act with integrity and in a way appropriate to the standards of a Christian institution of higher learning; to treat each other, students, and outside contacts with respect; to act with discretion when handling confidential information; and to exhibit good taste in dress and appearance appropriate to their working situation. It is expected that employees will do their utmost to make the working environment a pleasant one, that they will be supportive of others, and that they will assist each other when necessary.
I. Background Information

History of the College

Gordon College is today the only non-denominational Christian liberal arts college in New England.

Gordon College was founded in Boston in 1889 by a small group of Christians who recognized the need for church and society to have educated leadership. They organized what was first called the Boston Missionary Training Institute. Chief among the founder and the first president was the Rev. Dr. Adoniram Judson Gordon, a prominent Boston pastor, whose name the school adopted after his death in 1895.

Gordon developed into a liberal arts college with a graduate seminary and moved to its present campus in 1955. In 1970 the divinity school merged with Conwell School of Theology from Philadelphia to form the new and separate Gordon-Conwell Theological Seminary located in nearby Hamilton.

Barrington College was founded in 1900 as the Bethel Bible Training School in Spencer, Massachusetts, and was later located in Dudley, Massachusetts and Providence, Rhode Island. It took the name Barrington after the campus was moved to that Rhode Island community in 1959. Gordon and Barrington were merged on the Wenham campus in 1985.

Mission

Gordon College strives to graduate men and women distinguished by intellectual maturity and Christian character, committed to a lifestyle of servanthood and prepared for leadership roles in their homes, workplaces, churches and communities worldwide. To that end, Gordon College, a Christian community of the liberal arts, remains dedicated to:

- The historic, evangelical, biblical faith
- Education, not theological indoctrination
- Scholarship which is integrally Christian
- Institutional and individual lifestyles guided by the teaching of Christ and empowered by the Holy Spirit
- Offering wide range of study and service opportunities reflecting, both in programs and people, the rich mosaic of the body of Christ
- Maturing its students in all dimensions of human development, physical, social, emotional, intellectual and spiritual
- Applying biblical principles to society and culture

Definition of Personnel

STAFF CLASSIFICATION

The Staff Classification System is intended to provide a fair and equitable method for determining salaries. Each position has been analyzed according to its job description and classified with other positions requiring similar levels of ability and responsibility. Such factors as complexity of duties, level of authority or supervision, contact with others, and knowledge, experience or training necessary to the job are used to determine where each position is placed in the system. In the event that job requirements and responsibility change, a job may be reclassified.

REGULAR EMPLOYEES

A regular employee holds a position which has been incorporated into the Classification System.
REGULAR FULLTIME EMPLOYEES
Fulltime employees are defined as those who are regularly scheduled to work for 65 percent to 100 percent of regular working hours, and are divided into the following three categories:

Group A: 100% of fulltime (37.5 to 40 hours a week for 12 months)

Group B: 75 – 99% of fulltime (examples: 37.5 hours a week for 9 months; 30 hours a week for 12 months)

Group C: 65 – 74% of fulltime (examples: 37.5 hours a week for 8 months; 25 hours a week for 12 months)

Some benefits for Group B and C employees are pro-rated as indicated in the appendix.

REGULAR PART-TIME EMPLOYEES (GROUP D)
Employees working regularly scheduled hours comprising 51 percent to 64 percent of fulltime are considered part-time, Group D employees. They are eligible only for the pro-rated benefits indicated in the appendix.

LIMITED PART-TIME EMPLOYEES (GROUP E)
Employees working less than 51 percent of fulltime (typically, but not exclusively less than 19 hours per week) are covered by Workers Compensation Insurance and receive Social Security benefits, but are not eligible for holiday pay, release time, group insurance, retirement plan, or any other College benefit that is associated with regular employment.

An employee may hold more than one regular part-time or temporary position. In the case of multiple positions, federal wage and hour laws will determine method of payment and overtime requirements.

If a combination of regular part-time positions (not including temporary positions) would total sufficient work hours to qualify an employee for benefits (see Section VI), funding must be obtained from the vice president for finance before such a job arrangement can be approved.

TEMPORARY EMPLOYEES
Temporary employees are those who hold non-classified jobs of some duration, are retained for seasonal or non-recurring work projects, or to replace a regular employee who is on leave. Temporary employees may work either full or part-time work schedules for less than 12 consecutive weeks, but are not eligible to participate in most College benefits.
II. Employment Policies

Equal Employment Opportunity

Gordon College prohibits unlawful discrimination in employment.

Except where required or permitted by law, the College’s employment practices, including hiring, promotion, compensation, and termination, will not be influenced or affected by an applicant’s or employee’s race, color, gender, national origin, age, handicap or physical disability, veteran or military status or any other characteristic protected by law.

AMERICANS WITH DISABILITIES ACT

Qualified applicants and employees with disabilities are protected from discrimination in the terms and conditions of employment and employment practices. The law also requires qualified applicants and employees with disabilities to be provided with reasonable accommodations which do not impose undue hardship upon the employer.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, promotion, compensation, and termination.

AT-WILL EMPLOYMENT

The employment relationship between the College and the employee is of an at-will nature. This means that you, as the employee, may resign your position at any time, and the College, as the employer, is also free to terminate your employment with or without notice for any reason or for no reason, at any time. Only an express, written employment agreement for a fixed and definite period, signed by an authorized officer of the College, can change this at-will status.

EMPLOYMENT OF RELATIVES

The employment of relatives is not prohibited at Gordon College simply because of the spousal or family relationship. However, to avoid possible conflicts of interest the following situations are prohibited:

- Supervisory relationships between relatives where one relative has the ability to appoint, remove, discipline or modify the terms/conditions of employment;
- Relatives serving in the same reporting line or hierarchy;
- Relatives serving as agents for each other in human resource matters.

Relative is defined as spouse, daughter, son, parent, grandparent, brother, sister, grandchild, aunt, uncle, niece, nephew (or the spouse of any of these). This policy will be valid for all promotions and hires as of July 1, 2014.

This policy does not apply to temporary employment (including student employment) at Gordon College. Moreover, in situations when the president determines that it would be in the best interest of the College, the president may approve individual exceptions, but only when

- The interests of other employees are not prejudiced by the exception, and
- All recommendations or decisions made by one relative about the other relative are subject to review and approval either by an unrelated supervisor or by another College employee designated to perform this function.
ORIENTATION PERIOD
The first three months of your employment are considered an orientation period. This is a time for you to adjust to your new responsibilities and working conditions.

New employees are not entitled to sick leave or vacation benefits during the orientation period. Earned sick leave and vacation time will be credited retroactively after you have completed your first three months of employment.

PROMOTION AND TRANSFER
It is the policy of the College to fill job vacancies by promotion or transfer of qualified individuals from within the institution and by the hiring of qualified outside applicants. Job descriptions for job openings will be available from the Office of Human Resources. Any employee wishing to be considered for a promotion or transfer should contact the director of human resources.

Typically, new employees will not be considered for a promotion or transfer until they have completed one year of employment in the position for which they were hired.

HARASSMENT POLICY
Gordon College fully supports the right of all persons to hold employment without suffering sexual harassment or unlawful discrimination of any kind. It is the policy of the College to maintain a work environment that is free of sexual harassment and unlawful discrimination. Sexual harassment and unlawful discrimination by officers, managers, supervisors, employees, clientele, vendors and contractors will not be tolerated. Refer to entire Policy and Procedure for the Elimination of Sexual Harassment and Unlawful Discrimination in the Workplace in the appendix.
III. Hours of Work

Normal working hours are from 8:00 AM to 4:30 PM Monday through Friday, with one hour of un-paid time for lunch. When the nature of a job requires an exception be made, working hours will be arranged between the supervisor and the employee.

While all offices must be open during regular business hours, you may, with the approval of your supervisor, select from among the following flex-time options:

1) 7:30 AM – 4:00 PM
2) 7:45 AM – 4:15 PM
3) 8:15 AM – 4:45 PM

During the summer months, flex-time options may vary as follows:

1) 7:30 AM – 3:45 PM
2) 7:45 AM – 4:00 PM
3) 8:00 AM – 4:15 PM
4) 8:15 AM – 4:30 PM

Each summer option assumes a 45-minute lunch period.

Rest Periods

Each fulltime employee is allowed a 15-minute rest period in the middle of the morning and again in the middle of the afternoon. These should be taken at a time convenient to the work schedule and when adequate office coverage is provided. The rest period is intended to be a recess during the working day and may not be used to cover a staff member’s late arrival or early departure, or to extend the lunch period. This time cannot be accumulated.

Overtime for Non-Exempt Employees

For most employees, the regular work week is 37.5 hours. Public Safety and some Dining Services personnel work a 40 hour week. Overtime hours for non-exempt employees are defined as those hours worked over 40 hours within a given week. Paid time off will not be included in the computation of overtime hours. For calculation purposes, the work week begins at 12:01 AM Sunday and runs continuously until 12:00 midnight Saturday.

All overtime must be authorized in advance by your supervisor. If you work more than 40 hours in one week, you will be paid at a rate of 1.5 times your regular hourly rate for all hours over 40 in a regular week.

Non-exempt employees who are called to campus outside of normal working hours due to a campus emergency will be paid one and a half times salary. Positions which are considered “exempt” by Department of Labor standards are not eligible for overtime compensation.

Emergency Closing

In the event that weather conditions or other emergency should warrant the closing of school for the work day, an announcement will be made through the College’s emergency contact system. You will not be required to make up time lost due to the emergency closing of school.
If, however, school has not been canceled and you decide not to report to work due to road conditions, public school closings, etc., you will be required to take the day as a vacation day or personal day. Essential personnel who are required to work notwithstanding an official school closing will be compensated as for a regular holiday.
IV. Payroll Information

Pay Dates
Regular pay days are on the fifteenth and the last working day of each month. When a regular pay day falls on a holiday or a weekend, you will be paid on the preceding work day.

All regular paychecks will be directly deposited into your personal checking or savings account. Arrangements may be made with the payroll supervisor.

Attendance Records

FULLTIME EMPLOYEES
All Fulltime employees, regardless of faculty status, who do not receive an annual faculty contract from the provost, are asked to record their paid leave on the on-line attendance record. This record indicates days absent due to sickness, vacation, or personal leave, and days absent without pay. The attendance record should be updated regularly and is reviewed monthly by the supervisor.

All overtime work (i.e., exceeding 40 hours in a week) for non-exempt personnel is recorded on a time sheet, not the regular attendance record.

PART-TIME EMPLOYEES
A time sheet is used to record the hours worked by part-time employees. These sheets must be signed by the employee and the supervisor and submitted to the payroll office prior to each pay period.

Payroll Deductions

TAXES
Federal and state income taxes are withheld each pay period based on the number of exemptions reported on your W-4 Form (Federal income Taxes) and M-4 Form (Massachusetts Income Tax). Social Security (FICA) taxes are withheld each pay period up to the maximum amount deductible for each calendar year.

OTHER DEDUCTIONS
Deductions such as those for health insurance, retirement plan, automobile insurance and credit union are made regularly where applicable and authorized by you.

GIFTS
If you wish to make regular contributions to the work of Gordon College on an ongoing basis for a specified period of time, the amount you request can be deducted from your paycheck. Arrangements may be made with the payroll supervisor.

Salary
Salary ranges are determined in accordance with the Staff Classification System. A review of your salary level is normally made once a year. Salary increases are not automatic, but are based on increased responsibilities, merit, and length of service. They must be approved by your supervisor, cabinet officer, and the director of human resources.
V. Time-Off Benefits

Paid Leave

HOLIDAYS
The College generally observes a minimum of 12 paid holidays per calendar year. The dates of approved holidays are announced annually.

Regular part-time employees will be paid on a prorated basis if the holiday falls on a normally scheduled work day. Limited part-time and temporary employees are not eligible for holiday pay.

New employees will be granted holiday pay during their orientation period. Holidays falling on a Saturday or a Sunday will be observed in compliance with the laws of the Commonwealth of Massachusetts. If you are required to work on a holiday, you may take off another day with pay during the same workweek at a time convenient to your department’s schedule.

VACATIONS
Regular employees are entitled to paid vacation time. The purpose of granting vacation leave is best served when vacations are taken regularly each year. Vacation time is accumulated at the following rate for fulltime Group A employees:

<table>
<thead>
<tr>
<th>Classification Grade</th>
<th>Length of Service</th>
<th>Rate of Accrual Monthly</th>
<th>Rate of Accrual Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>1-5 complete years</td>
<td>6-1/4 hrs.</td>
<td>10 days</td>
</tr>
<tr>
<td></td>
<td>6-10 complete years</td>
<td>9-1/3 hrs.</td>
<td>15 days</td>
</tr>
<tr>
<td></td>
<td>11-15 complete years</td>
<td>12-1/2 hrs.</td>
<td>20 days</td>
</tr>
<tr>
<td></td>
<td>Over 15 years</td>
<td>15-2/3 hrs.</td>
<td>25 days</td>
</tr>
<tr>
<td>3</td>
<td>1-5 complete years</td>
<td>9-1/3 hrs.</td>
<td>15 days</td>
</tr>
<tr>
<td></td>
<td>6-15 complete years</td>
<td>12-1/2 hrs.</td>
<td>20 days</td>
</tr>
<tr>
<td></td>
<td>Over 15 years</td>
<td>15-2/3 hrs.</td>
<td>25 days</td>
</tr>
<tr>
<td>4-10</td>
<td>1-5 complete years</td>
<td>12-1/2 hrs.</td>
<td>20 days</td>
</tr>
<tr>
<td></td>
<td>Over 15 years</td>
<td>15-2/3 hrs.</td>
<td>25 days</td>
</tr>
</tbody>
</table>

Group B, C, and D employees will earn vacation leave on a prorated basis. Computation of vacation leave begins with the date of employment. However, new employees may not use vacation time until they have completed the three-month orientation period.

An employee who is promoted to a higher grade level will immediately begin accruing vacation at the new rate depending on total number of years of service at the College.

All vacations must be approved in advance by your supervisor. Where conflicts arise over choice of vacation time, length of service will generally determine first choice. If a paid holiday falls during your vacation period, that day will be counted as a holiday rather than vacation leave. At some time the College may elect to designate time off for all employees to be taken as vacation days, such as during the Christmas break.

Departments providing academic or student services are encouraged to schedule vacation when school is not in session.
Annual computation of vacation leave is accumulated on the College’s fiscal year; one week of vacation accrual may be carried into the following fiscal year. Vacation days not used within the specified period will be lost. With the exception of employees who are terminated, employees will not be given vacation pay in lieu of time off. Employees who terminate with vacation days owed to them will be paid for those hours accrued to a maximum of one year’s accrual. Conversely, terminating employees who have taken more vacation than their accrual will have the time deducted from their final check.

PERSONAL DAYS
Group A employees will be granted three personal days with pay which may be taken at any time during the fiscal year with advance approval of your supervisor. This personal leave is intended to cover one-day absences for personal and family matters, exclusive of other employment. Employees may not be paid in lieu of taking personal days. Personal days not used are not accruable, but will be credited to the next year as sick days. Upon termination, any accrued personal days are forfeited.

SICK LEAVE
Paid leave is granted to eligible employees to provide salary continuance for the following reasons:

- To care for a physical or mental illness, injury or medical condition affecting the employee or the employee’s child, spouse, parent or parent of a spouse;
- To attend routine medical appointments of the employee or the employee’s child, spouse, parent or parent of a spouse;
- To address the effects of domestic violence on the employee or the employee’s dependent child;
- To arrange for the funeral and affairs at the death of a close family member.

Fulltime employees will accrue a total of 75 hours (for Group A employees) or 60 hours (for Group B/C employees) per fiscal year. Regular part-time employees (Group D) will accrue 40 hours of sick leave. Sick days not used may accrue to 130 days maximum to provide protection in cases of extended illness. Should you exhaust your accumulated balance, you may apply to the director of human resources for salary continuance. Upon receipt of full and appropriate documentation from your doctor, you may be granted an extension of sick leave at full, or some percentage of full, pay. Salary continuance during extended sick leave may not exceed 130 days over the entire period of your employment. After 130 days of combined accrued sick leave and extended sick leave, the eligible employee may qualify for Long Term Disability.

Limited part-time and temporary employees will accrue one hour of paid sick leave for every 30 hours worked, to a maximum of 40 hours per year. Up to 40 hours of unused sick time may be carried over into the next fiscal year. If a part-time employee has a break in service, or if a temporary employee is rehired during the same fiscal year, the employee can retain all accrued sick time.

Leave under this section shall run concurrently with any applicable leave under the Family and Medical Leave Act.

New employees will accrue, but may not use, paid sick leave during their first 90 days of work. Any sick days taken during this time will be without pay.
You are expected to report your absence and expected duration of absence to your supervisor within a half hour of the time you would normally report to work. If a holiday for which you are normally paid falls during your illness, the day will be counted as a holiday and not be charged against your sick leave.

Employees may not receive cash in lieu of sick leave. Upon separation from employment, all accumulated sick leave is forfeited.

All resident directors, and fulltime, part-time, and adjunct faculty are given 40 hours of paid sick leave at the beginning of each fiscal year.

Leaves of Absences

**FAMILY AND MEDICAL LEAVE**
Employees who have completed 12 months of employment and have worked at least 1,250 hours during the 12 months immediately proceeding the requested leave may be eligible for a specified period of unpaid leave according to the following policy.

**SMALL NECESSITIES LEAVE**
You may request up to 24 hours of unpaid leave per year to participate in certain activities with your children or elderly relations. This leave may be used for any of the following four reasons: (1) to participate in school activities directly related to the educational advancement of your child; (2) to accompany your child to routine medical or dental appointments; (3) to accompany an elderly relative to routine medical or dental appointments; or (4) to accompany an elderly relative to appointments for professional services related to the elder’s care.

You may choose to use accrued vacation or personal leave while on Small Necessities Leave. Seven days notice must be given when requesting leave.

**FAMILY AND MEDICAL LEAVE ACT (“FMLA”)**
You may be eligible for up to 12 weeks of family leave per year for any of the following three reasons: (1) the birth or adoption of a child; (2) to care for a child, spouse or parent with a serious health condition; or (3) for personal serious illness. The leave will be without pay, although you may choose to use accrued sick, vacation (if approved) or personal leave as part of the 12 weeks.

If you participate in the College’s health insurance plan, your coverage will continue during your leave. You will be responsible to pay your portion of the premium to the College. If you do not return to work at the end of your leave, you will be charged retroactively for the entire cost of your health insurance. All other benefits will be suspended during your leave. Employees on family leave will not be paid for holidays or accrue sick, personal, or vacation time.

To obtain a family leave a written request must be submitted at least one month in advance (if the reason for the leave is predictable) to the director of human resources indicating the reason for the leave, and the precise dates of duration. Medical evidence of serious health condition is required. The employee will be reinstated to the same or equivalent position upon return to work, except as otherwise allowed by law.

Detailed information regarding FMLA is contained in the appendix.

**PARENTAL LEAVE**
Regular full-time employees who have worked for the College for three (3) consecutive
months are eligible for eight (8) weeks of unpaid leave per child for the purpose of: the birth of a child, adopting a child under the age of eighteen (18), adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, or the placement of a child with you pursuant to a court order, in accordance with the Massachusetts parental leave Act (“MPLA”).

The leave must be taken in full no later than eight (8) weeks (or the applicable period in the event of multiple children) following the birth, adoption, or placement of the child. In order to be eligible for this leave, you must provide your supervisor with notice of the anticipated date of departure and intention to return from parental leave two (2) weeks in advance or as soon as practicable if the delay is for reasons beyond your control. To the extent you are eligible for leave under this policy and the College’s Family and Medical leave Policy (“FMLA”), such leave runs concurrently. Any two (2) employees of the College will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child, but may be eligible for additional leave under the FMLA policy, if applicable.

You may choose whether to use accrued vacation, sick, and/or other paid time off in order to receive pay during such a leave. During a parental leave of absence, the College will continue your participation in the College’s group benefit plans and will continue to make its contributions to the premium costs of such plans, provided that you pay your share of the premiums.

If you return to work at the end of your eight (8) weeks or any additional leave period that is approved in writing in advance by the Human Resources department, you will be restored to your previous position as of the date of your leave, or a similar position, unless the same or similar position is unavailable due to economic conditions or other changes in operating conditions. If you do not return to work at the end of eight (8) weeks or any approved additional leave period, then you will not be entitled to reinstatement and your employment will be terminated.

COURT LEAVE
All employees will be granted leave for jury duty. You will be paid the difference between your regular pay and pay you receive for court service. If the court payment is greater than your normal rate of compensation you are entitled to retain those earnings. To receive payment you must surrender your court voucher to the payroll supervisor. When court duty does not occupy the entire day, you will be expected to report to work.

Employees will be given time off with pay to appear as subpoenaed witness as long as the employee is not a principle or party to the court action.

MILITARY LEAVE
Regular employees who serve in the National Guard or reserve unit of the Armed Forces will be granted military leave in accordance with the law if called to training, temporary active duty or emergency mobilization. You must furnish the College with a copy of your official military orders. The College will pay the difference between the amount you receive in military pay and your normal wages during the first 21 calendar days of your military service. You may continue on College benefit plans at the regular contribution rate for 30 days.

MEDICAL APPOINTMENTS
Doctor or dentist appointments should be scheduled outside normal working hours. When this is not possible they may be made during working hours with the approval of
your supervisor. When such time exceeds two hours, you will be required to use your sick leave or time lost.

PAID LEAVE FOR MISSIONS TRIPS
Gordon College encourages the involvement of employees in the spiritual life of the campus (see section on chapel attendance). Accordingly, employees who accompany College-sponsored student short term mission trips organized through the Chapel Office will be given five days of paid leave during the trip. Participation in such trips assumes cooperation with the Chapel Office in all preparatory training, and the approval of your supervisor.

UNPAID LEAVE
Leaves of absence without pay may be granted to regular employees. Each request will be reviewed in light of institutional needs and priorities. Brief leaves up to two weeks may be granted by your supervisor in writing. This is considered “lost time” and is not subject to the following procedures and benefit restrictions.

An extended leave of absence may be of more than two weeks but may not exceed one year. All accrued vacation leave must first be exhausted. Such leave is normally not considered for employees with less than one year of service.

During a leave of absence under this section without pay, College contributions to employee benefits will be suspended, unless otherwise provided by law. You may choose to continue your health and dental insurance by assuming responsibility for all premium payments. If you choose not to continue insurance, reinstatement will be subject to normal eligibility requirements. Employees on leave of absence will not be paid for holidays or accrue sick, personal, or vacation time.

To obtain a leave of absence, a written request must be submitted one month in advance to the director of human resources indicating the reason for the leave, the precise dates of duration, and containing the written approval of your supervisor. When the above procedure is followed, the College will attempt, but cannot promise or guarantee, that you will return to your former position. When conditions are of such a nature that an employee must be replaced during the leave period, the returning employee may seek another position for which he/she is qualified.
VI. Insurance Benefits

Eligibility for benefits is determined by the percentage of fulltime hours worked. A benefits eligible employee is defined as an employee who works a minimum of 1270 hours annually on a continuing basis in a regular, budgeted position. The following section details the benefits which accrue to fulltime employees (see Section I). Some benefits are prorated for Groups B and C and are outlined in the appendix.

Enrollment in College benefits is not automatic. Application must be made through the director of human resources.

You will become eligible for Gordon’s benefit programs when you have:

1) properly completed all necessary employee enrollment forms in a timely fashion, and

2) commenced your employment at Gordon College

Your participation in Gordon’s benefit program will begin on the first day of the month immediately following or coinciding with, the date on which your requirements for eligibility have been completed.

A full description of each benefit plan and the summary plan description is available from the Office of Human Resources. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan documents. Any benefit plan may be modified, amended, or terminated at any time by the administration of the College.

Worker’s Compensation for Injuries on the Job

All employees are covered by insurance as specified in the Workmen’s Compensation Act which provides benefits after a five day waiting period. Eligible employees may use accrued sick leave during the waiting period.

If you receive an injury on the job, no matter how slight, you must immediately report it to the finance assistant and seek medical attention from Public Safety. A report of any injury must be made to your supervisor and a full accident report filed with the office of the Vice President for Finance within 24 hours of the injury.

Life Insurance and Accidental Death and Dismemberment Insurance

Fulltime employees are eligible to participate in the College’s group life insurance plan, which provides payment to the employee’s beneficiary in the event of the employee’s death. Accidental death and dismemberment insurance is also provided with the plan. Premiums are paid in full by the College. Application for enrollment may be made with the director of human resources as soon as employment begins, and coverage commences on the first day of the month following or coincident with the employment date.

AMOUNT OF COVERAGE

The amount of life insurance will be determined by the employee’s age as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount of Insurance*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than age 35</td>
<td>4.0 times annual salary</td>
</tr>
<tr>
<td>35 but less than 40</td>
<td>3.5 times annual salary</td>
</tr>
<tr>
<td>40 but less than 45</td>
<td>3.0 times annual salary</td>
</tr>
</tbody>
</table>
If the amount of coverage is not a multiple of $1,000, it is raised to the next higher multiple of $1,000. The accidental death and dismemberment benefit is equal to the life insurance benefit.

An employee’s coverage under this insurance plan ends on the date his or her full-time employment with the College terminates. Further information about the plan is available from the Office of Human Resources.

**Long-Term Disability Insurance**

Long-term disability insurance provides certain financial protection in the event of disability. Eligibility for participation is the same as for life insurance above. Premiums are paid in full by the College. For information regarding this benefit, see the informational booklet prepared by the insurance carrier. Copies are available in the Office of Human Resources.

An employee who has been accepted for benefits through the College’s long term disability insurance plan will be considered on disability leave of absence for a period of one year following the start of disability payments. During this year the individual may remain on the College’s group health insurance plan by paying the regular employee portion of the premium. All other benefits will cease (except waived life insurance), and the employee’s position will not be held open. If at the end of one year the individual is still unable to return to work, the employment relationship will be terminated and participation in group health insurance will end.

**Flexible Benefits Plan**

The Gordon College Flexible Benefits Plan is designed to allow each employee to select a benefits package which best suits the needs of the employee and his or her family. The benefit options available through the Flexible Benefits Plan include:

- Health insurance coverage for the employee and his or her family;
- Dental insurance coverage for the employee and his or her family;
- Supplemental life insurance for the employee and his or her spouse and dependents,
- Medical spending account – for reimbursement of medical and dental expenses not covered by insurance;
- Dependent care assistance account – for reimbursement of expenses incurred for care of a dependent child or adult while an employee is at work;
- And added income for employees choosing to waive health insurance.

The benefit choices made upon employment remain effective for the calendar year. Changes in the benefit plan choices can be made at the start of each new calendar year, but not during the year except under special circumstances, such as a change in family status.

**Health and Dental Insurance**

Fulltime employees can choose from among Blue Cross and Blue Shield health insurance plans which provide broad inpatient and outpatient coverage, prescription drug
coverage and mental-health benefits. A complete description of each available plan can be obtained from the Office of Human Resources. Dental insurance is also available, providing coverage for a broad range of services with participating dentists. A list of eligible procedures and participating dentists is available from the Office of Human Resources.

Enrollment in the health and dental insurance plans is not automatic. Application must be made with the director of human resources. The cost of health and dental insurance is shared between the College and the employee on a contributory basis. The employee portion of the premium may be paid on a pre-tax basis through payroll deductions. Employees working part-year (e.g., 9- or 10-month) contracts must pay their portion of the monthly premium to the College during the months not worked.

Under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), employees and their dependents who would otherwise lose insurance coverage due to certain instances of termination of employment or other specified events may be entitled to elect to remain on the College’s health insurance plans for a certain length of time, depending upon the reason for the loss of coverage, provided they pay certain amounts or the current full premium. Further information about COBRA is available from the Office of Human Resources.

Supplemental Life Insurance

All full-time employees receive life insurance in an amount based on salary. Those employees who wish to purchase additional coverage may do so as part of the Flexible Benefits plan. This supplemental insurance is available for the employee, for the employee’s spouse and for children.

Premiums may be paid through payroll deductions on an after-tax basis.

Medical and Dependent-Care Spending Accounts

Employees can create spending accounts to reimburse themselves for medical expenses not covered by medical insurance (such as copayments or deductibles) and for certain expenses related to care of dependents. Contributions to spending accounts are made via payroll deductions on a pre-tax basis. Any portion of the account balance remaining at the end of the year is lost; it may not be carried over to the next year. For each type of account, the minimum balance is $120 per year and the maximum amounts are $5,000 per year. For medical spending accounts the entire balance is available for use at the beginning of the year.

Medical Waiver Credit

Employees who have health insurance from another source (such as a spouse’s employer) can waive the Gordon health insurance and receive a medical waiver credit. This credit can be applied to premiums for dental or supplemental life insurance, or to contributions to spending accounts. Any portion of the credit not used for these purposes is given to the employee as additional pay.

Emeriti Retiree Health Plan

Emeriti Retirement Health Solutions provides two services to assist employees with the high cost of health care in retirement. All full-time employees over the age of 25 may make tax-advantaged investments through Emeriti Health Accounts to help meet future retiree medical expenses. Gordon College makes monthly contributions to the individual accounts for employees age 39 and over.
Emeriti Health Insurance Option provides a range of health insurance products for retirees who qualify for Medicare. This supplemental health insurance has been especially designed for retired faculty and is available for employees who retire from Gordon and meet service eligibility requirements.

Retirement Plan

Gordon College participates in a retirement plan administered by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF), companion non-profit companies providing retirement benefits and life insurance for employees of colleges, universities, and other non-profit educational organizations. In order to determine if you are eligible, and to learn about the details of the Plan, see the Plan Documentation information available in the Office of Human Resources.
VII. Tuition Benefits

Undergraduate Courses

Currently, fulltime employees, their spouses and dependent children are eligible to participate in the Gordon College Tuition Remission Program for undergraduate courses taken at Gordon College. In order to qualify, the employee must have come to Gordon College exclusively as a member of the faculty or staff.

Note that dependent children are those listed as a dependent on the employee’s tax return for the most recent calendar year. Once a child ceases to be a tax dependent, he/she is no longer eligible for tuition remission benefits.

Admission to the College is not automatic for any student. The following tuition benefit will apply to students who meet the admissions criteria and are admitted as either a regular or special student.

TUITION REMISSION AMOUNTS

For spouses and dependents of employees, the percentage of tuition remitted is determined by the employee’s years of service as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Tuition Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>0%</td>
</tr>
<tr>
<td>1 but less than 2</td>
<td>25%</td>
</tr>
<tr>
<td>2 but less than 3</td>
<td>50%</td>
</tr>
<tr>
<td>3 but less than 4</td>
<td>75%</td>
</tr>
<tr>
<td>4 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Employment at any of the Christian College Consortium schools will be credited toward years of service.

Dependent children are those listed as a dependent on the employee’s tax return for the most recent calendar year. Once a child ceases to be a tax dependent, he/she is no longer eligible for tuition remission benefits.

If a fulltime employee with four years of service or an emeritus faculty passes away or becomes permanently disabled, the College will extend the tuition remission benefits to all individuals who were dependents of that fulltime employee or faculty member at the time of the death or disability. Dependents may claim this tuition remission benefit for up to eight semesters of undergraduate study, as long as they remain in good standing with the College’s academic and behavioral policies.

This tuition remission policy applies to regular tuition charges for on-campus courses during the fall and spring semesters and to May Term courses only. Other summer courses, off-campus programs and independent studies are not covered by tuition remission. Room, board, and fees (e.g. technology, lab, physical education, parking and other fees) are not covered by tuition remission and the employee is responsible to pay them. Tuition remission will be reduced by awards, grants, or other funding for direct educational costs.

Tuition remission benefits will be capped at eight semesters in the undergraduate program for each dependent.

EMPLOYEES

Fulltime employees may take a maximum of 4-credit hours for credit per academic term tuition free. Permission to take the course must be obtained from the employee’s
immediate supervisor with make-up time for absence from work completed in the same week.

Any employee who was a former Gordon student and who has not completed graduation requirements must wait two full semesters after last date of enrollment as a fulltime student to participate in this program.

Tuition remission is not available to a student who marries an employee, or to a married student whose spouse becomes employed fulltime by the College at some point before the student graduates. A spouse who is a former student would be eligible only after he or she has been out of school for two consecutive terms.

External Education Programs

This tuition remission benefit does not apply to off-campus programs. Fulltime degree candidates otherwise eligible for tuition remission (Gordon College or other Christian College Consortium or Council for Christian Colleges and Universities faculty/staff dependents) may participate in one of the College’s semester or academic-year external education programs in one of two ways:

- Students pay the actual cost of such programs, if space is available and a tuition-paying student is not thereby eliminated;
- Students with scholarship awards (e.g. A.J. Gordon scholars) may apply the award to an external-education program by withdrawing from tuition-remission status for the appropriate semester(s). They will be billed the full Gordon basic term expenses (fulltime tuition, double room, meal plan #1, student services and technology fee) and credited the scholarship (and other aid as appropriate).

Full time degree candidates eligible for tuition remission (Gordon College or other Christian Consortium or Coalition of Christian Colleges and Universities faculty/staff dependents) may participate on a tuition-remission basis in International Seminars. However, fees associated with these programs are paid by the participant, not the College. There is no limit on the number of dependents supported through tuition remission in International Seminars, but under no circumstances shall a student receiving Tuition Remission occupy a space desired by a tuition-paying student.

FINANCIAL AID

Additional financial aid beyond Tuition Remission may be available for eligible spouses and dependent children. However, all eligibility for aid funds other than leadership grants is based on the federal calculation of a family’s ability to pay; aid funds, including student loans, are available only after the calculated family contribution is calculated. Additionally, Gordon administers several parent loan funds that can help families to cover their calculated share of school expenses beyond tuition. Contact the Student Financial Services Office about any of these programs.

PROCEDURE

Admission to the College is not automatic for any student. This tuition benefit will apply to students who meet the admissions criteria and are admitted as either a regular or special student.

Applications for the tuition remission program are available from the Office of Human Resources, and must be completed no later than November 1 of the year prior to the academic year when the prospective student may first enroll. If the student defers enrollment for the academic year for which the tuition remission application was received, a new application must be completed no later than November 1 of the year prior to the academic year when the prospective student may first enroll.
Application for admission to a degree program or application to take individual courses as a special student can be made through the Admissions office. In either case, no application fee is required. Names of accepted, fulltime regular freshman or transfer applicants are reported by the Admissions Office to the Office of Student Financial Services for tuition remission credit and for billing. A housing deposit is necessary if a student intends to live on campus. New students receiving tuition remission must still pay the non-refundable registration deposit.

Graduate Courses

Fulltime employees, their spouses and dependent children may also take Gordon’s graduate level courses at a reduced tuition rate. One tuition-remission student will be accepted into the graduate program for every three full-tuition students enrolled. The tuition discount is half of the undergraduate tuition rate for which the employee or dependent is eligible. In accordance with federal law, tuition discounts for graduate courses are a taxable benefit to the employee. Applications for the graduate Tuition Remission Program are available from the Office of Human Resources.

Tuition Remission Programs for the Christian College Consortium and the Council for Christian Colleges and Universities

Gordon participates in the tuition remission programs sponsored by the Christian College Consortium and the Council of Christian Colleges and Universities (CCCU). Students who qualify for tuition remission at Gordon College may apply to have their tuition remitted at other colleges and universities in the Consortium or the CCCU. Details about both programs are available in the Provost’s Office. Significant restrictions may apply at some schools.
VIII. Additional Benefits and Campus Services

Automobile Regulations
All employees are expected to register their automobiles with the Public Safety Office and affix an employee sticker as directed. Reserved and prohibited parking areas are indicated by signs. Campus vehicle regulations are available from the Public Safety Office. Violators will be subject to fines.

Bennett Center
Membership in the Bennett Athletic and Recreation Center is available free of charge to all employees and their dependents.

Changes of Address or Status
Changes in address or telephone number should be reported to the Office of Human Resources. Changes in your marital status, dependents, or beneficiary which affect your benefit coverage or withholding tax status should also be reported. If your name changes, a new Social Security card must be presented.

Chapel
Chapel services are held every Monday and Wednesday and Friday. If they so desire, fulltime employees may attend services with the approval of your supervisor who will consider your workload and department schedule.

Check Cashing
The cashier’s office provides personal check cashing services to all employees during regular window hours. The maximum amount that may be cashed is $200.

Credit Union
Gordon College is a member of the Metropolitan Credit Union which offers savings accounts, loans, Christmas Clubs, etc. Payment may be arranged through payroll deductions. Application forms are available from the Office of Human Resources.

Discounts
Employees are eligible for 10 percent discounts on all items except textbooks not already discounted at the Bookstore upon presentation of their staff I.D. card and providing the purchase is greater than $2.00. Free attendance at most College-sponsored athletic events is available for employees and their families upon presentation of their I.D. cards.

Free passes to Boston’s Museum of Fine Arts are available from the circulation desk in the Jenks Library.

Drug Abuse Assistance for Employees
In compliance with the Higher Education Amendments of 1986, Gordon College operates a drug abuse prevention program encompassing general dissemination of informational literature, awareness seminars, and individual counseling. Assistance is available to students, staff and faculty. For more information please contact the office of the Dean of Students.
Health Center
The College Health Center, staffed by a registered nurse with part-time services of a physician, is maintained for the student body, but may be used by employees for medical emergencies which arise during working hours.

Housing Assistance
A housing assistance program is available to assist fulltime staff and faculty in purchasing a home. Eligibility to participate in the program is limited to fulltime employees who are:

1) at least 25 years of age,
2) buying a house for the first time on the North Shore,
3) able to obtain a primary mortgage, and
4) have at least a five percent down-payment

Additional information may be obtained from the office of the Vice President for Finance.

Identification Cards
New employees may arrange with the Auxiliary Services Office to have their I.D. card made whenever employment begins. You may be required to present this card when using College facilities. I.D. cards will not be provided to temporary employees.

Library
You are encouraged to use the services and facilities of Jenks Library. User information and regulations are available on request.

Meals
The College’s dining services offers employees a discounted meal program. Reduced rate meal credit may be purchased through the College cashier.

Moving Expenses
The College will assist in paying the cost of moving common personal and household goods for fulltime faculty and administrative staff relocating to the Wenham area if the previous home is more than fifty miles from the College. Gordon pays moving expenses based on a weight of 6,000 pounds for the employee, 2,500 pounds for a spouse and 2,000 pounds for each child. The employee is responsible for all packing, including any charges associated with transporting of unusual or fragile items requiring professional handling. In addition, the College will reimburse reasonable expenses for travel and lodging en route to the Wenham area.

Postal Services
While the Gordon College Mailroom is not a U.S. Post office, many postal services are available including certified mail, special delivery, and United Parcel Service. The mailroom requests that all personal deliveries be made to your home address, not to the College.

Professional Development Program
A program of financial assistance has been established to enable fulltime employees to pursue individual professional development goals. Funds are allocated for education,
professional conferences and training. Applications are available from the director of human resources.

Security
Any employee who is issued keys or assigned responsibilities for files, records, or working areas is responsible for their security. Under no circumstances are institutional keys to be duplicated or given to others. Keys must be returned to the Office of Public Safety upon termination.

Selling on the Premises
Selling or the distribution and/or display of goods for sale by employees, individuals, or groups on the College campus must be approved by the vice president for finance.
IX. Employee Conduct

Each employee has a responsibility to perform his or her job duties in a satisfactory manner, to observe and follow the College’s policies, and to maintain proper standards of conduct at all times. This will be evidenced by a high degree of personal integrity, demonstrated respect for others, and service which is pleasant, courteous and cooperative.

Absence or Tardiness

Regular, reliable attendance is a basic requirement of all staff positions. However, when illness occurs, you will be expected to notify your immediate supervisor if it should be necessary for you to be absent or late to work. Such notification should be made sufficiently in advance, if possible, so that arrangements may be made to cover your position. You will also be expected to keep in touch with your supervisor, preferably daily, and to notify him or her of your expected return.

An employee who does not come to work without notifying his or her supervisor on any two or more consecutive days may be deemed to have voluntarily resigned his or her employment with the College.

Employees are expected report to work on time. If you arrive late, you may be docked for time missed. Absenteeism or tardiness that is unexcused or excessive in the judgment of the College is grounds for disciplinary action, up to and including dismissal.

Visitors in the Workplace

Visits and phone calls from family and friends during working hours cause interruptions and distraction, and are unfair to you and the College. We request that employees do not have extended visits with their children, family members or other acquaintances while on the job.

It is inappropriate for children to be in the workplace in lieu of regular childcare arrangements except for emergencies and with the supervisor’s approval. In no case may an employee ask another employee to supervise a child.

While pets can be cherished members of the family, they can pose a threat to the health and safety of others in the campus community. Pets may not be brought into any College building, classroom or office (except for trained helping animals). Pets enjoying the grounds and woods must be leashed; owners are responsible for cleaning up after their pets while on College grounds.

Use of Alcoholic Beverages

Members of the Gordon community will neither possess nor use alcoholic beverages on campus or on adjacent properties. Use of alcohol is prohibited while attending College-related events where students are present. While it is recognized that abstinence is not biblically mandated, members of this community are encouraged for reasons cited in the Statement of Life and Conduct to consider abstinence as a personal practice. This position reflects the College concern with the physical, social and personal effects of alcohol. At no time will the illegal use or abuse of alcohol be tolerated by members of the Gordon community.
Use of Equipment and Facilities

College-owned equipment may be loaned to faculty, staff or students for personal use only with permission from the supervisor responsible for the property and subject to general restrictions on power tools, vehicles, audio-visual equipment, etc. Computer equipment installed for student use is not for the general use of faculty and staff. Employees may be assigned personal accounts and space on the computer system “for any purpose directly related to the individual’s academic or professional role, provided the work is not done for profit or on behalf of a third party.” Please refer to the “Policy on Responsible Use of Computers” available at the Center for Education Technology.

College facilities are available for use by employees and their families. If you wish to rent facilities for yourself or church groups, weddings, or other special occasions, arrangements may be made with the director of auxiliary services. A discount on the rental fee is generally given to employees.

Use of Illegal Drugs

As required by the Drug-Free Workplace Act of 1988, Gordon College prohibits the use of drugs illegally on campus (see Life and Conduct at Gordon College, II.B.4). It is unlawful to manufacture, distribute, disperse, possess or use a controlled substance on campus. Violation of this prohibition may be deemed grounds for immediate dismissal. As a condition of employment, all employees must abide by the terms of this policy. Any employee convicted of criminal drug activity on campus will inform the director of human resources in writing within five days of such conviction.

Appropriate disciplinary action, including but not limited to termination, will be taken. Assistance in the form of literature, on-campus programs and individual counseling is available through the Office of the Dean of Students.

Problem Solving

From time to time employment problems may arise or you may be unhappy with an oral or written warning, or you may have an idea you would like to share with us regarding your employment. The College encourages employees to discuss these problems with their supervisors, and/or the director of human resources. If you feel you still wish to discuss the matter further, you may speak to your Cabinet officer. Note that for complaints involving sexual harassment or unlawful discrimination, employees should follow the procedure explained in the Harassment Policy.

Disciplinary Action

If an individual’s behavior interferes with the orderly and efficient operation of a department or office, corrective disciplinary actions will be taken.

Examples of conduct which are unacceptable include, but are not limited to: violation of the College’s policies or safety rules; insubordination; controlled substances, firearms or other weapons on work premises or during working hours; unsatisfactory performance, excessive absenteeism; unacceptable conduct; theft; dishonesty; physical or sexual harassment or disrespect toward co-workers, students, visitors or other members of the campus community or public. (See also Statement of Life and Conduct.) These examples are not inclusive.

Disciplinary actions may include a verbal warning, written warning, suspension without pay, and discharge from employment. The appropriate disciplinary action imposed will be
determined by the College. The College does not imply, represent or promise that one form of action will necessarily preceded another.
X. Leaving Employment

Since employment with the College is at-will employment, both the employee and the College have the right to terminate the employment relationship with or without cause, at any time. Employees will receive their final pay in accordance with applicable law.

Administrative employees are requested to give four weeks written notice to their supervisor if they intend to resign; support employees are requested to give two weeks written notice to the supervisor.

All employees whose employment ends must notify the College if their address changes during the calendar year in which termination occurs so that their tax and benefit information will be sent to the proper address.

Resigning employees may be asked to have a brief exit interview with the director of human resources prior to leaving. The College reserves the right to request an employee to leave earlier than his or her effective resignation date.

References

It is the general policy and practice of Gordon College to release, upon proper request of a prospective employer only the position held and dates of employment of a current or former staff employee of the College. However, in order to accommodate various employment needs, departing Gordon employees may make requests to the director of human resources for fuller references.

Benefits

A terminating employee may not take any vacation leave between the day written notice is received and the last day of employment without the permission of the supervisor. Any unused accrued vacation credit will be included in the final paycheck. Employees will not be compensated for unused sick or personal time.
XI. APPENDIX

STATEMENT OF FAITH

We believe that:

I. The 66 canonical books of the Bible as originally written were inspired of God, hence free from error. They constitute the only infallible guide in faith and practice. A careful translation, such as the New International Version, is sufficiently close to the original writings in text and meaning to be entitled to acceptance as the Word of God.

II. There is one God, the Creator and Preserver of all things, infinite in being and perfection. He exists eternally in three Persons: the Father, the Son and the Holy Spirit, who are of one substance and equal in power and glory.

III. Humankind, created in the image of God, through disobedience fell from a sinless state at the suggestion of Satan. This fall plunged humankind into a state of sin and spiritual death, and brought upon the entire race the sentence of eternal death. From this condition humankind can be saved only by the grace of God, through faith, on the basis of the work of Christ and by the agency of the Holy Spirit.

IV. The eternally pre-existent Son became incarnate without human father by being born of the virgin Mary. Thus in the Lord Jesus Christ divine and human natures were united in one Person, both natures being whole, perfect and distinct. To effect salvation He lived a sinless life and died on the cross as the sinner’s substitute, shedding His blood for the remission of sins. On the third day He rose from the dead in the body which had been laid in the tomb. He ascended to the right hand of the Father, where He performs the ministry of intercession. He shall come again, personally and visibly, to complete His saving work and to consummate the eternal plan of God.

V. The Holy Spirit is the third Person of the Triune God. He applies to humankind the work of Christ. By justification and adoption humankind is given a right standing before God; by regeneration, sanctification and glorification, humankind’s nature is renewed.

VI. The believer, having turned to God in penitent faith in the Lord Jesus Christ, is accountable to God for living a life separated from sin and characterized by the fruit of the Spirit. It is the responsibility of the believer to contribute by word and deed to the universal spread of the Gospel.

VII. At the end of the age the bodies of the dead shall be raised. The righteous shall enter into full possession of eternal bliss in the presence of God, and the wicked shall be condemned to eternal death.
LIFE AND CONDUCT AT GORDON COLLEGE

Gordon College is a Christian community, distinguished from other Christian communities by its primary commitment to provide a liberal arts education. As a Christian community it seeks to maintain itself by fostering those ideals and standards that are consistent with a Christian worldview. These ideals and standards are broadly moral; they would be characteristic of any community that was self-consciously Christian. This document is an attempt to specify those ideals and standards.

Given an atmosphere of free inquiry on a college campus, it is not surprising that the legitimacy of certain standards has traditionally been discussed, debated and argued. It is less surprising that such debate is more intense in these days when the orientation of our society is toward freedom and self-determination. Nonetheless, the demands of community life require some mutual understandings, and neither the difficulty of the task nor the imperfection of the end result should deter us from attempting to establish reasonable, viable expectations.

A Christian approach to life and conduct seeks to promote freedom without becoming antinomian and to promote responsibility without becoming legalistic. Historically, it has always been difficult to embrace at the same time both the need for rules and the role of individual freedom under the guidance of the Holy Spirit.

Nonetheless, this, we believe, is the biblical model, and so the course we have chosen.

This statement of life and conduct at Gordon College sets forth (1) those assumptions and principles which should guide the conduct of responsible Christians and (2) the specific rules and regulations which seem most likely to require explicit statement in a community such as Gordon College.

ASSUMPTIONS AND PRINCIPLES

Basic Assumptions

Gordon College strives to maintain its identity as a Christian academic community of students, faculty and staff. The College expects that all members of the college community:

1. Will call themselves Christian by virtue of the grace of God and their personal commitment to Jesus Christ.
2. Will recognize the Bible to be the Word of God and hence fully authoritative in matters of faith and conduct.
3. Will have a sincere desire for that commitment to mature both in insight and behavior.

Biblical Principles

The community recognizes that biblical principles are foundational for corporate life and individual behavior. Those principles which seem most pertinent are the following:

1. Life within a Christian community must be lived to the glory of God, daily conforming ourselves to the image of Christ and recognizing the Lordship of Christ is every activity (Matthew 22:36-38, I Corinthians 10:31, Colossians 3:9, 10, 17)
2. Love for and accountability to God should motivate Christian conduct (Deuteronomy 6:5, II Corinthians 5:10).
3. Consistent with the example and command of Jesus Christ, love and justice must be the determinative factor in the relationships of Christians with others (John 15:12-17, I John 4:7-12).
4. Christians bear responsibility for service to others. They are responsible to serve their neighbors and be
involved in the process of alleviating such pressing worldwide problems as poverty, hunger, disease, illiteracy and racism (Matthew 7:12, 25:31-46, Galatians 5:14, 6:10).

5. The actions of Christians within a community are not solely a private matter. Accordingly members of the Gordon community must hold their neighbors accountable for the implications of their conduct when it directly affects the welfare of community living (Matthew 18:15-17).

6. The community collectively and members individually are responsible for the effective stewardship of abilities, opportunities and institutional resources (Luke 19:11-27, I Corinthians 4:2).

7. Attaining common goals and insuring orderly community life may necessitate the subordination of some individual prerogatives. Specifically, as servants of Christ we are called to proactive forbearance. Christian freedom includes the option of not doing some things in order to contribute to the good of the larger community (I Corinthians 8:9-13, 9:19-23, 10:23-33).

8. Certain actions are expressly prohibited in Scripture and are, therefore, wrong. Christians are responsible to avoid those practices which are called sinful in Scripture. Similarly, Scripture commends some actions which are, therefore, right. There are other actions which are matters of individual conviction based on the given situation. In this latter area care must be exercised so as not to judge one another or to cause another to stumble or ourselves to fall (Matthew 7:1, Romans 14:1-23).

9. Christians are not asked to live the Christian life simply on the basis of their own moral character and strength. God has provided the authoritative Word of Holy Scripture, to cultivate a heart attitude which allows for the guidance of the indwelling Holy Spirit and to give serious consideration to the counsel of the people of God (II Timothy 3:15, II Peter 1:19-21, I John 2:27, I Peter 5:1-6).

10. Important to an understanding of all behavioral standards is the obligation of Christians to separate themselves from worldliness (Romans 12:2, I John 2:15). “Worldliness” is a subtle issue involving uncritical conformity to the prevailing spirit of the age. One’s disposition concerning such matters as materialism, secularism, isolationism, security, success, injustice, hedonism and moral relativism must stand in perpetual review.
LIFE AND CONDUCT AT GORDON COLLEGE

General Principles
We acknowledge that it is impossible to create a community whose behavioral norms will be totally acceptable to every Christian.

Nonetheless, we believe it is imperative for us to specify certain behavioral patterns which must be sustained in order that the objectives of the College can be met. Therefore,

it is assumed that individuals who have voluntarily joined the Christian academic community at Gordon College and are striving to exhibit the behavior characteristic of a mature person:

1. Will understand that they have become part of an evangelical Christian tradition which is to be respected and valued but which is continuously subject to review and evaluation. They also have freedom to offer constructive criticism of this tradition.

2. Will explore the broad range of human opinion and ideas without necessarily engaging in the whole range of human behavior.

3. Will strive to exemplify those positive elements of Christian behavior which are taught in Scripture (Romans 12:6-21, Galatians 5:22, 23, Colossians 3:12-17, II Peter 1:5-9).

4. Will be concerned about the welfare of the other individuals within the community and of the community as a whole.

5. Will assume responsibility for their own behavior as it reflects upon their Lord, their community and themselves, particularly in the area of personal freedom, where discretion, moderation and restrain must be practiced.

6. Will continually assess themselves, their personal growth and their place within the Gordon community.

Behavioral Standards
In light of the above assumptions and biblical principles of Christian conduct, the specific expectations which follow are established for students, faculty and staff of Gordon College. It will be noted that these behavioral standards distinguish between practices governed by Scripture and practices governed by consent of the community for its common good. The latter, which are established to enhance the quality of community living, are not to be confused with specific God-given directives, which are required of all Christians.

Practices Governed by Scripture
The following behavioral expectations are binding on all members of the Gordon community.

1. Those words and actions which are expressly forbidden in Scripture, including but not limited to blasphemy, profanity, dishonesty, theft, drunkenness, sexual relations outside marriage, and homosexual practice, will not be tolerated in the lives of Gordon community members, either on or off campus.

2. Members of the Gordon community will strive to overcome “sins of the spirit,” notably pride, covetousness, jealousy, lust, immodesty, as all are destructive to the unity of the Body of Christ. Instead, each member of the Gordon community will enable and help others to nurture the fruit of the Spirit – love, joy, peace, patience, kindness, goodness,
faithfulness, gentleness and self-control.

3. Recognizing the Christian obligation to submit to governing authorities (Romans 13:1, 1 Peter 2:13), individuals related to Gordon College are expected to uphold the laws of the local community, the Commonwealth and the nation, except on those rare occasions wherein obedience to civil authorities would require behavior in conflict with the teaching and principles of Scripture (Acts 5:29).

Practices Governed by Consent of the Community for Its Common Good

In addition to behavioral obligations set forth in Scripture, members of this community choose to impose upon themselves the following rules for behavior out of the conviction that they serve both the long-range interests of this institution and the immediate good of its individual members. Violations, therefore, must be regarded as serious breaches of integrity with this community to which each member has voluntarily chosen to associate.

1. The principle of resting one day in seven was instituted by God for the benefit of the creatures made in God's image. Because Jesus declared Himself to be Lord of the Sabbath and because the Church celebrates His resurrection on Sunday, the College will avoid business as usual on Sunday, particularly in terms of scheduling events and the use of facilities during the Sunday morning worship hours, unless necessary.

2. Members of the Gordon community will not use tobacco products on campus, on adjacent properties or while attending College-related events or on College-related business. This standard is in keeping with the findings of medical authorities concerning the danger to one’s health in the use of tobacco products. Further, it recognizes that Christians are responsible to be stewards of their bodies and considerate of the rights of others.

3. Members of the Gordon community will neither possess nor use alcoholic beverages on campus, or on adjacent properties. Use of alcohol is prohibited while attending College-related events where students are present. While it is recognized that abstinence is not biblically mandated, members of this community are encouraged for reasons cited above to consider abstinence as a personal practice. This position reflects the College's concern with the physical, social and personal effects of alcohol use (see II. B. 6, 7 above). At no time will the illegal use or abuse of alcohol be tolerated by members of the Gordon community.

4. Members of the Gordon community are not to use or possess drugs illegally. This includes the use of those drugs prohibited by law and the abuse of those drugs controlled by law.

In admission practice, employment or program opportunities, Gordon College does not discriminate on the basis of sex, race, color, national or ethnic origin and is in compliance with Section 504 of the Rehabilitation Act of 1973 and Title IX of the Educational Amendments Acts of 1972.
Gordon College
Sexual Misconduct Policy

April 2015
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Introduction

As a Christian community of higher education, Gordon College is committed to providing a liberal arts education in an environment shaped by the ideals and standards consistent with a Christian worldview. Inherent in a Christian worldview are the biblical injunctions to live to the glory of God and to recognize the Lordship of Christ in every activity.

Human beings, being created in God’s image, are endowed by God with dignity and worth. Those are foundational values at Gordon for developing and maintaining a learning and working environment characterized by integrity, mutual respect, and accountability. All members of the Gordon community have a responsibility to foster a respectful, supportive, and safe campus environment.

Given such a foundation of human dignity and worth, Gordon College approaches issues of sex discrimination, including sexual misconduct such as sexual harassment and sexual assault, stalking and intimate partner violence, not just as behaviors prohibited by applicable state and federal law, but as conduct that is antithetical to the scriptural values this community espouses. Sexual misconduct is harmful not only to the individuals involved, but undermines the entire community. As such, Gordon College prohibits sex discrimination including all forms of sexual misconduct as defined in this policy. Such forms of prohibited conduct under this policy are regarded as serious offenses and a violation of trust and integrity. Such violations will result in discipline, including expulsion or termination of employment. State and federal laws also address conduct that may meet Gordon College’s definition of prohibited conduct, and criminal prosecution may take place independently of any disciplinary action instituted by Gordon College.
Purpose of this Policy

Pursuant to Title IX of the Education Amendments of 1972, Gordon College prohibits discrimination on the basis of sex or gender in its programs and activities. Gordon College has jurisdiction over complaints or reports under Title IX. The College will respond to and make reasonable efforts to investigate and address complaints or reports about prohibited conduct, or possible prohibited conduct that the College becomes aware of, with measures designed to stop the prohibited conduct, eliminate any such discrimination, prevent the recurrence of the prohibited conduct, and remEDIATE any adverse effects of such conduct on campus or in College-related programs or activities. The procedures in this policy are designed to provide for a timely and fair investigation of sexual misconduct cases, regardless of how the information was brought to Gordon College’s attention or the extent to which the complainant (as defined below) wishes to participate or be involved, and to protect the rights and privacy of all parties involved.

Retaliation against anyone involved in filing an internal complaint under this policy, filing an external complaint, participating in the internal disciplinary process, or opposing in a reasonable manner an act believed to constitute a violation of this policy, is prohibited and will not be tolerated.
Scope of this Policy
The policy includes investigation and disciplinary procedures that will be followed in response to allegations of sex or gender discrimination, including sexual misconduct such as sexual harassment and sexual assault, intimate partner violence, stalking, and related retaliation. In a case of alleged sex or gender discrimination or sexual misconduct, this policy supersedes policies and procedures for other forms of misconduct, unless otherwise provided in this policy.

This policy defines the prohibited conduct, the options and resources available to victims of sex discrimination, and the complaint, investigation and disciplinary procedures that will be followed when the College receives a complaint of sexual misconduct. All allegations of sexual misconduct, including, but not limited to, sexual harassment, sexual assault, intimate partner violence, stalking and retaliation will be carefully reviewed.

This policy applies to all members of the Gordon community, including administrators, students, faculty and staff, whether fulltime or part-time, and any third parties (i.e. non-members of the College community, such as visitors to the campus, volunteers, vendors and contractors).

This policy applies to College-sponsored programs and activities occurring both on and off campus, and the College’s computing and network resources being used on and off campus. This includes, but is not limited to: local and global missions programs, study-abroad programs, off-site graduate courses, internships, and use of College email accounts. If an incident of sexual misconduct involving a member of the Gordon community occurs at a non-college sponsored event, and when such conduct may have a significant adverse impact on the individual or on the campus community, the procedures of this policy will apply.

When used in this policy, the term Complainant refers to the person who believes that he/she has been the subject of sexual misconduct, regardless of whether that person makes a complaint or requests an investigation. The term Accused refers to the person(s) who has been accused of sexual misconduct.

All forms of prohibited conduct described in this policy are regarded as serious offenses. Any member of the Gordon community found in violation of this policy will be subject to disciplinary action, up to and including expulsion or termination of employment.
Prohibited Behavior

Sexual Misconduct

Gordon College does not tolerate any form of sexual misconduct. Sexual misconduct is a broad term that includes a range of behaviors including, but not limited to, sexual assault, sexual harassment, intimate partner violence, stalking, and any other conduct of a sexual nature that is nonconsensual, or has the purpose or effect of threatening, intimidating, or coercing a student or employee. Sexual misconduct violates an individual’s rights, dignity, and integrity, and the College’s standards of behavior (See Statement of Life and Conduct) and will result in disciplinary action.

Sexual misconduct can occur between individuals who know each other, have a current or previous relationship, or between individuals who do not know each other. Both men and women are protected from sexual misconduct under this policy regardless of the sex of the alleged perpetrator or complainant.

Sexual Harassment

Sexual harassment is conduct of a sexual nature that is unwelcome, and denies or limits a person’s ability to participate in or receive the benefits, services, or opportunities of the College’s programs or activities. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, graphic, or physical conduct of a sexual nature, when

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of an individual’s employment, evaluation of academic work or participation in any College activity or benefit (including social or extracurricular activities); OR
- Submission to or rejection of such conduct is used as a basis for decisions regarding employment or student status (including academic evaluation); OR
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s academic or work performance or creating an intimidating, hostile, humiliating or sexually offensive work or learning environment. A hostile environment can be created by persistent or pervasive conduct or by a single serious episode.

Examples of Conduct that Can Constitute Unlawful Sexual Harassment

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. Sexual harassment occurs in a variety of situations which share a common element: the unwelcome and inappropriate introduction of sexual activities or comments into the work or learning environment.

Depending upon the circumstances, examples of sexual harassment could include such conduct as the following:

- Unwelcome flirtations, advances or propositions which are of a sexual nature
- Inappropriate and unwelcome physical contact such as touching, hugging, patting or pinching which is uninvited and unwanted by the other person
- Unwanted staring or leering at a person
• Requests for sexual favors in exchange for promised employment benefits or preferential treatment
• Verbal comments of a sexual nature, including comments about an individual's body, sexual activity or sexual attractiveness; the use of sexually degrading language or innuendo; sexually suggestive gestures, sounds or jokes
• Displays of sexually suggestive objects, pictures, cartoons or written materials

Additionally, the dissemination of sexual explicit voice mail, e-mail, graphics, downloaded material or websites in the workplace is prohibited.

Sexual Violence

Sexual violence is defined as sexual intercourse or other forcible and/or non-consensual sexual contact with another person without consent. This includes rape, sexual assault, battery, and sexual coercion. Sexual violence can be imposed by the intentional use of physical force or power, coercion, or incapacitation. Sexual assault is a criminal act, punishable by civil and criminal legal action, as well as disciplinary action by the College.

Non-Consensual Sexual Contact.

Non-consensual sexual contact, commonly referred to as sexual assault, means having, or attempting to have sexual contact with another person without consent (other than non-consensual sexual penetration which is addressed below). Examples of non-consensual sexual contact may include: the intentional touching of the intimate parts of another, or causing the other to touch one’s intimate parts, including over clothing, removing the clothing of another person, or kissing. Intimate parts may include the breasts, buttocks, genital area, abdomen, inner thigh, or mouth.

Non-Consensual Sexual Intercourse.

Non-consensual intercourse, commonly referred to as rape, is the non-consensual penetration, however slight, of another person’s anal or genital opening by any part of the body or with any object, or oral sex with penetration.

Sexual Exploitation

Sexual Exploitation occurs when one person takes non-consensual or abusive sexual advantage of another for his/her own personal advantage or benefit, (and that behavior does not otherwise constitute one of the other sexual misconduct offenses). Examples include, but are not limited to: invasion of sexual privacy; streaming of images, photography video or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all parties; voyeurism; inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

Intimate Relationship Violence

Intimate Relationship Violence, including domestic violence and dating violence, may be a single act or a pattern of abusive behavior between romantic, intimate, and/or sexual partners or former partners. Intimate relationship violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound the other partner or former
partner. An individual who believes that he or she is a victim of intimate relationship violence, should contact the Gordon Police or local law enforcement to discuss a protective order, or the CSD to obtain a campus no-contact order.

Stalking or Criminal Harassment

Criminal harassment is a pattern of conduct or series of acts directed at a specific person that would cause a reasonable person to suffer substantial emotional distress. If this conduct also involves a threat with the intent to cause fear of serious bodily injury, Massachusetts law considers it stalking. The pattern of conduct may include, but is not limited to: following, monitoring, pursuing contact, communicating through letters, or telephone calls, or cyber-stalking. Both stalking and criminal harassment are illegal; contact the Gordon Police or local law enforcement to see if a protective order can be obtained.

Retaliation

Retaliation or attempts to seek retribution against a student, an employee, or any other individual involved in filing a complaint or participating in the investigation of an allegation of sexual misconduct is prohibited by this policy and may constitute separate grounds for disciplinary action. Retaliation can include threats, intimidation and abuse. Such retaliation is unlawful and will not be tolerated by the College.

Individuals who believe they have experienced retaliation should contact the Title IX Coordinator and the College will investigate the complaint. If the College determines that retaliation occurred, an appropriate action will be taken regardless of the outcome of the underlying sexual misconduct complaint.
Additional Applicable Definitions

Consent

Consent means the affirmative, unambiguous, and voluntary agreement to engage in a specific sexual activity during a sexual encounter. It is an active agreement and cannot be coerced. Consent must be mutual and ongoing, and must be given for every sexual act. Consent to one form of sexual activity does not imply consent to other forms of sexual activity.

Consent cannot be assumed and is never implied, even in a current or previous dating or sexual relationship. Consent can be withdrawn at any time. Absence of protest, passivity, or silence is not consent. The absence of “no” does not mean “yes”.

Consent is an affirmative, voluntary, conscious decision, clearly communicated, in words or by voluntary actions that are unmistakable in their meaning. Within a community that prohibits premarital and extramarital sexual activity, any confusion or ambiguity about consent should be clearly communicated, and morally responsible behavior should be the norm.

Incapacitation

Incapacitation also constitutes lack of consent. Incapacitation is a state in which someone cannot make rational, reasonable decisions because the person lacks the capacity to give knowing consent. Under current Massachusetts law, intercourse is generally considered to be committed by force and against a person’s will if: the person is unconscious; the person is asleep; the person is drugged or intoxicated; the person is frightened or intimidated; or the person is mentally impaired or deficient so that he or she cannot agree to the act. Engaging in any form of sexual activity with someone who is incapacitated constitutes sexual misconduct.
Title IX

Role of Title IX Coordinator

In order to coordinate and monitor the College’s implementation of this Sexual Misconduct Policy, the College has designated a Title IX Coordinator and a Title IX Team (see Appendix A). The Title IX Coordinator will be informed of all complaints or reports of violation of this policy. The Title IX Coordinator’s responsibilities include, but are not limited to the following:

- Reviews College policies regarding sexual misconduct to ensure compliance with Title IX and the 2013 Amendments to the Violence Against Women Act (VAWA).
- Coordinates college-wide training, education and prevention efforts regarding Title IX and prohibited conduct defined in this policy.
- Advises the Title IX Team in procedures and resources under this policy to ensure that the College’s review, investigation and resolution of reports of sexual misconduct are consistent, timely, effective, and in accordance with this policy.
- Maintains records of all Title IX reports, documenting the College’s response, monitoring reports to identify and address any patterns or systemic problems that may contribute to a hostile environment. These records will be kept confidential to the extent permitted by law.
- The Title IX Coordinator may delegate responsibilities under this policy to designated employees if appropriately trained.

Role of Title IX Team

The Title IX Team consists of Gordon employees who are committed to helping the College maintain a campus free of sex discrimination. Along with the Title IX Coordinator, they are the primary resources for students and employees regarding reports of sexual misconduct and procedures within this policy. All members of the Title IX Team receive annual training about the issues surrounding sexual misconduct on campus and the resources available to eliminate the misconduct and address its effects.

Members include the Title IX Coordinator, the Title IX Officers, the Gordon College Chief of Police, and the Gordon Police investigator. Their responsibilities include:

- Receiving initial complaints regarding alleged sexual misconduct, and making safety and support arrangements as appropriate.
- Making an initial assessment of the complaint and providing the complainant and accused information about the policy and process, including their rights under this policy, and helping them determine appropriate next steps.
- Evaluating requests for confidentiality
- Assisting a complainant and accused to reach an informal resolution if appropriate.
- Providing the Title IX Coordinator with reports of any allegations of sexual misconduct.

Each of the above has full authority to meet with individuals who believe sexual harassment or misconduct has occurred, and to ensure that complaints are investigated according to College policy and federal law.
In An Emergency
In an emergency, please call The Gordon Police Department at 978.867.3333, or emergency assistance at 911. The officer will ensure the safety of all individuals, and assist in getting appropriate medical care.

Students are also encouraged to contact the Counseling Center for support.
Confidentiality and Privacy

Gordon College is committed to maintaining, to the greatest extent possible, the privacy of all individuals involved in a report of sexual misconduct. While Gordon employees have differing abilities to maintain confidentiality (see below), the privacy of personal information is respected at all times. Even when complete confidentiality cannot be maintained, information is only shared among those College employees who need to participate in the investigation or assist in the resolution, unless required by law.

Individuals have control over the level of disclosure they want to make. Professionals in the Counseling Center, the Health Center, and the College Chaplain are considered Confidential Resources, and are able to discuss sensitive concerns with complete confidentiality. These Confidential Resources are there solely to help students and will not report the incident to the Title IX Coordinator without the student’s consent, unless there is an imminent threat of serious harm to the individual or to others or a legal obligation to reveal such information.

College community members who are not designated Confidential Resources are required to notify the Title IX Coordinator or the Gordon Police of suspected violations, and cannot guarantee the confidentiality of a complaint or report. In some cases, the Title IX Coordinator may be required to disclose information to comply with the legal process or when the College perceives that the risk to others outweighs confidentiality concerns.

Individuals who are uncertain about the level of confidentiality they want to maintain, or whether they should report an incident to campus authorities, are strongly encouraged to contact the Counseling Center for information and support.

Request for Confidentiality

If an individual discloses an incident but requests confidentiality, or that an investigation not be pursued, the College will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation. When a complainant insists that his or her name or other identifiable information not be disclosed to the accused, the College’s ability to respond may be limited. The College prohibits retaliation and the College will not only take steps to prevent retaliation but also take strong responsive action if it occurs. If the complainant continues to ask that his or her name or identifiable information not be revealed, the College will balance this request with its responsibility to provide a safe and non-discriminatory environment for all community members and weight the relevant factors.

If the College determines that confidentiality cannot be maintained, all reasonable efforts will be made to respond to the incident while maintaining individual privacy.
Reporting Policies and Procedures
Since sexual misconduct in any form is antithetical to Gordon values, the College is committed to maintaining a learning and working environment free of sexual harassment and sexual misconduct. This policy is intended to make all members of the campus community aware of the various reporting and confidential disclosure options available so that they can make informed choices about where to turn should they become a victim of, or become aware of sex discrimination. Reports may be made by students for events occurring off-campus as well as on campus.

Responsibility to Report
All College employees (except Confidential Resources), including faculty, staff, coaches, resident directors and administrators, have a responsibility to report to the Title IX Coordinator any potential sexual misconduct or violations of this policy of which they become aware so that the College can respond appropriately. Graduate assistants, resident assistants, and other students who have a supervisory responsibility or other responsibility for student welfare are also required to report to the Title IX Coordinator any sexual misconduct that is reasonably believed to be in violation of this policy. Any employee who receives a report of sexual misconduct must share the report with a member of the Title IX Team. No employee is authorized to investigate or resolve complaints of sexual misconduct without the involvement of the Title IX Coordinator.

Making a Report / Filing a Complaint
The College encourages anyone who experiences or witnesses sexual misconduct to report the misconduct, seek assistance and support services, and to pursue College action for their own protection and that of the entire campus community. However, the decision whether or not to report sexual misconduct is a difficult and intensely personal one. It may take some time to process an incident and decide how to proceed. The College wishes to provide support and services during this time.

Reporting Options
A complainant or witness to sexual misconduct has several reporting options, including:

- Confidential counseling through the Counseling Center, Health Center, College chaplain, or off-campus resource;
- Talking to a trusted College employee who will report the incident to the Title IX Coordinator;
- Filing an internal complaint thereby initiating the College’s internal investigation process; and/or
- Filing a criminal complaint with Gordon Police or local law enforcement

A complainant may pursue some or all of these options at the same time. Or he or she might not be ready to report. Before or during this decision-making process, students are encouraged to seek assistance from a Confidential Resource before deciding how to proceed. These individuals can provide connections to on and off campus resources and explain the other reporting options that are available.
Confidential Resources

Campus professionals in the Counseling Center, the Health Center and the Chapel Office can maintain complete confidentiality unless there is a concern for safety of the individual or others. Conversations are privileged and these employees cannot and will not disclose these conversations. Unless the student takes additional action, such as reporting to a member of the Title IX Team, the disclosure will not result in any action by the College.

Such discussions are not considered reports of sexual assault or harassment, and unless you take additional action, such as reporting to a member of the Title IX Team, the disclosure will not result in any action by the College.

Making a Report

Instances of sexual harassment and/or misconduct may be reported to a member of the Title IX Team, a member of the CSD staff, a supervisor, Gordon Police, or any faculty member or trusted employee. These employees are required to report the incident to the Title IX Coordinator so that the College can respond appropriately. If an alleged victim or witness wants to tell a faculty or staff member about an incidence of sexual misconduct and wishes their conversation to remain confidential, the individual should understand that the Title IX Coordinator will consider the request but cannot guarantee confidentiality in all cases. (See Responsibility to Investigate, and Confidentiality and Privacy).

In most cases, a report of sexual misconduct will be investigated by the Title IX Team, whether or not the reporting individual wishes to pursue a formal complaint. A complaint is a request that the College investigate the incident. This can follow an informal or a formal process. Individuals may file a complaint with any member of the Title IX Team. The immediate goal is to stop the offensive conduct and ensure everyone’s safety. Private information will be shared with as few people as possible on a need to know basis.

The complainant should be prepared to give a detailed description of the sexual misconduct, the date and time of occurrence, the names of the persons involved, the names of any witnesses, and any further action taken. The complaint will be reviewed by a member of the Title IX Team, first seeking an informal resolution if appropriate (see Investigation Procedures).

Making a Criminal Complaint

In addition to violating College policy, sexual misconduct might also constitute criminal activity. Every alleged victim of a sexual assault maintains the right to file criminal charges with the appropriate local law enforcement agency simultaneously and in addition to making a report and/or filing a complaint with the College. The alleged victim can decline to notify such agency. Gordon Police can assist in contacting the proper authorities if the alleged victim chooses to. If a criminal complaint is filed, the complainant will be asked to assist the police with the investigation and provide them with details of what happened and with the collection of all relevant evidence. In some cases a protective order may be obtained. The chances of a successful criminal investigation are greatly enhanced if evidence is collected and maintained immediately by law enforcement officers.

The College investigation and the criminal law system are independent of one another and, regardless of whether or not criminal charges are brought, the College will move forward with its internal investigation. The College will meet its responsibilities regarding any orders of protection,
no contact orders, or restraining orders. For more information about pursuing criminal charges, contact the Gordon Police.

Timeframe for Reporting

The College strongly encourages prompt reporting of any violation of this policy in order to provide immediate protection and support for the victim. The College’s ability to conduct a thorough investigation, however, may be limited with the passage of time or unavailability of the accused or witnesses.

Bystander Intervention

Maintaining a healthy, safe, and respectful campus environment is the responsibility of all members of the Gordon community. Our shared faith teaches us to help those in need. Gordon College strongly encourages all students, faculty and staff to take action to prevent or stop acts of sexual misconduct if it is safe to do so. Such actions might include direct intervention, calling Gordon Police or 911, or seeking assistance from other College authorities. A student who calls for medical help will not be sanctioned for any accompanying conduct code violations.

Amnesty for Reporting Sexual Misconduct

Gordon College does not condone excessive drinking or illegal use of controlled substances. However, in order to encourage reporting of conduct that is prohibited under this policy, a student involved in filing a complaint or participating in the investigation of an allegation of sexual misconduct prohibited by this policy, will not be subject to disciplinary action under the College’s Life and Conduct Statement for his or her own personal consumption of alcohol or drugs at or near the time of the incident, provided that any such violations do not place the health or safety of any other person at risk. The College may initiate educational discussion or pursue other educational remedies regarding alcohol or other drugs.
Gordon College Response to Sexual Misconduct

Gordon College is committed to assisting and supporting individuals who report sexual misconduct, and providing an adequate, reliable and impartial process to complainants as well as to those who are accused. The College will respond promptly and reasonably to reports of violation of this policy, will conduct a fair and thorough investigation, and impose appropriate discipline.

Even if the College cannot take disciplinary action against the accused because of the request for privacy or the request to not pursue an investigation by the complainant, the College will nevertheless take prompt and reasonable action to limit the effects of the alleged sexual misconduct, prevent its recurrence, and remediate any adverse effects of such conduct on the College community (see Interim Measures below).

Responsibility to Investigate

Under Title IX, colleges and universities have a responsibility to respond to all reports of sexual misconduct. This may mean that, at the discretion of the Title IX Coordinator, reports of sexual misconduct may be investigated even if the reporting individual requests that the matter not be pursued. The College must weigh requests for confidentiality against its obligation to provide a safe, non-discriminatory environment for all students, including the complainant. In order to make such an evaluation, the Title IX Coordinator or designee may conduct a preliminary investigation into the alleged sexual misconduct and weigh the wishes of the complainant and accused; evidence of a pattern of behavior; the nature and severity of the behavior or action; any risk posed to any individual or to the campus community; and the College’s obligation under Title IX. In the limited situations where the College cannot ensure confidentiality, the Title IX Coordinator will inform the complainant. In all cases, the primary consideration will be the safety of the College community and fairness to all individuals involved.

Gordon Police have a duty to uphold and enforce the law if they become aware of a possible criminal act. They have a responsibility to investigate even if the person experiencing the sexual misconduct does not wish to participate in the investigation.

Initial Assessment and Interim Measures

Students, faculty members, staff members, or visitors can approach any member of the Title IX Team with a report of sexual misconduct. Their first concern will be for the physical safety and emotional wellbeing of the reporting individual. The purpose of the initial assessment is to end the sexual misconduct, eliminate a hostile environment, prevent its recurrence and remedy its effects. The Title IX Team member will review this policy and the options for an informal or formal resolution. If the Title IX Team member concludes that the alleged conduct falls outside the scope of this policy, the complainant may be referred to another campus office. The Title IX Officer may consult with the chief of Gordon Police, the Title IX Coordinator, or the vice president for student life.

When a complaint is received the College will provide appropriate interim action to prevent further acts of misconduct, or safeguard the wellbeing of the complainant, the accused, or the broader campus community while the investigation is in process, and to ensure equal access to the College’s education programs. The College will determine the necessity and scope of any interim measure. Such measures may include: ensuring access to counseling and medical services; issuing a campus no-contact order; providing alternative work arrangements such as
adjusting work schedules or supervisors; providing access to appropriate academic support, such as tutoring or permission to withdraw from or retake a class, or providing alternate living arrangements, or any other remedy that can be used to achieve the goals of this policy. All College personnel are expected to cooperate with whatever interim measures are deemed necessary by the College.

Even when the College has determined that it can respect a complainant’s request for confidentiality and therefore may not be able to respond fully to an allegation of sexual misconduct, the College will take immediate action to protect the complainant while keeping her or his identity confidential. Such actions may include: providing support services, academic support, and providing increased monitoring, supervision, or security.

Parties may also seek protective measures from outside law enforcement agencies.

Informal Resolution

Note: This Informal Process will not be used in the case of sexual violence and sexual exploitation.

Some matters of sex discrimination can be resolved between parties through mediation or other measures, without invoking the steps of a formal investigation. This informal resolution process is intended to resolve complaints quickly and effectively to the mutual satisfaction of both the complainant and the accused, with appropriate involvement by the College.

Participation in an informal process is strictly voluntary. Any resolution through this informal process must be mutually agreed upon by both the complainant and the accused. Because the outcomes of the informal resolution process are mutually developed and agreed upon by both parties, an appeal of the process and its results is not permitted. If the parties are unable to agree on a voluntary resolution, the matter will be referred to the investigation process.

If, during the informal process, the accused person accepts responsibility for violating this policy, the matter will be referred to the accused’s Cabinet officer to decide on appropriate sanctions, and the complainant will accept the resolution.

At the end of the informal process, the Title IX Officer will prepare a written report of the complaint and of the resolution which will be given to both of the parties, and to the Title IX Coordinator.

Either party may, at any time, end the informal process and request an investigation. The Title IX Investigator will not have access to any records gathered during the informal resolution process.

Rights of the Complainant and Accused

Gordon College will handle complaints of sexual misconduct in a fair and timely manner. All parties can expect that their rights under this policy will be respected and that their privacy will be maintained to the extent possible. In addition, both the complainant and the accused have the right:

- To access support resources listed in this policy, including mental health services both on campus and in the community.
- To choose an informal process or an investigation in accordance with the process in this policy.
- To equal opportunity to provide relevant information and witnesses.
- To appeal the findings of the investigation in accordance with this policy.
Investigation Process and Resolution

Where the Title IX assessment concludes that a violation of this policy may have occurred, the College will initiate an investigation. The College will inform and seek to obtain consent from the complainant (or his or her parents if he or she is under 18 years of age) before beginning an investigation. If an individual wishes to proceed with an investigation of a sexual misconduct complaint, a written request should be forwarded to a member of the Title IX Team.

Investigation

The Title IX Coordinator will acknowledge receipt of the complaint, notify and obtain consent from the accused, and assign an investigative team. If the accused party is a faculty member, the investigative team will include a faculty representative.

All complaints of sex discrimination will be investigated by members of the Title IX Team who have been trained in sexual misconduct investigation. The investigation will be conducted with impartiality, respect, and sensitivity, and will as far as possible protect the privacy of all. The investigation will be timely but thorough. The assigned investigators will act as neutral fact-finders, interviewing the complainant, the accused, the witnesses, and gathering any other relevant evidence. Any real or perceived conflicts of interest between the fact-finders or decision-maker and the parties must be disclosed. If other reports have been made of the same incident, for example to Gordon Police, these reports may be shared among investigators so that the complainant is not unnecessarily required to give multiple statements about a traumatic event.

The investigators will consider the totality of the facts and circumstances involved in the incident, including the nature of the alleged conduct and the context in which it occurred.

The complainant and the accused are entitled to an equal opportunity to present relevant witnesses and other evidence and similar and timely access to any information that will be used during the investigation. Both parties are entitled to the same opportunities to have others present during a proceeding, including opportunities to be accompanied by an advisor of their choice at any meeting or interview but the advisor may not participate in the meeting or interview.

Parties will not be allowed to personally question or cross-examine each other during the investigation.

When the investigation is complete, the investigators will determine whether the Gordon College Sexual Misconduct Policy was violated. The Standard of Proof for the determination of responsible or not responsible will be the “preponderance of evidence” standard, meaning that the investigators must be convinced that, in light of all the information presented, it is more likely than not that the sexual misconduct policy was violated.

Timeframe for Investigations

Many times, sexual misconduct has an impact on both individuals and the College community. Therefore the College is committed to addressing all reports and complaints in a timely manner. The College will make all efforts to complete its investigation and any resulting disciplinary measures generally within 45 days after the receipt of the original complaint or report. If an appeal is made, the determination on the appeal will be made as expeditiously as possible.
An actual timeframe for investigation will vary depending on the complexity of the investigation and the severity and extent of the sexual misconduct. The College will provide both parties with periodic status updates with respect to any extension of the timeframe.

Report of Findings

The investigators will prepare a Summary Report of Findings, which will include the facts, the finding of responsible or not responsible, and a synthesis of relevant information supporting a finding of violation or no violation. This report will be shared with the complainant and the accused for their review. Each party may request another meeting with the investigators or submit a written response within a reasonable timeframe determined by the investigators.

If the accused is found to have violated this policy, the Summary Report of Findings will be submitted to the appropriate disciplinary authority who will determine sanctions (see below). A complete record of the investigation will be held by the Title IX Coordinator.

Notice of Outcome

The College will notify the parties simultaneously of the outcome of the investigation, sanctions, if any, and their rights to appeal in writing, normally within two business days after the decision is made, in accordance with applicable laws.

When the conduct involves a crime or violence or a non-forcible sex offense, the College may disclose to the complainant the final results of a disciplinary proceeding against the accused, regardless of whether the College concluded that a violation was committed. Further, the college may disclose to anyone the final results of a disciplinary proceeding, if it determines that the student is a perpetrator of a crime of violence or a non-forcible sex offense, and with respect to the allegation made, the student has committed a violation of the College’s rules or policies.

Other Notices

The College will make timely reports to the campus community on crimes considered to be a threat to other students and employees, (e.g. sex offense) that are reported to campus security or local police agencies. Such report shall be provided to students and employees in a manner that is timely, that withholds the name of victims as confidential, and that will aid in the prevention of similar occurrences.

Individual Remedies for the Complainant

Dependent on the specific nature of the problem, the College will provide appropriate remedies for the complainant, including, but not limited to:

- Providing an escort to ensure that the complainant can move safely between classes and activities
- Ensuring that the complainant and accused do not attend the same classes
- Moving the complainant and accused to a different residence hall
- Providing counseling services
- Providing medical services
- Providing academic support services, such as tutoring
• Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant’s academic record
• Reviewing any disciplinary actions taken against the complainant to see if there is a casual connection between the harassment and the misconduct that may have resulted in the complainant being disciplined.

Consequences

The consequences of acts of sexual misconduct can reach far beyond the individuals immediately involved, affecting friends and co-workers, and leading to an atmosphere of fear, suspicion, and lack of trust. Therefore, serious sanctions will be used to reasonably ensure that such actions are never repeated. Not all forms of sexual misconduct will be judged to be equally serious offenses, and the College reserves the right to impose different sanctions appropriate to the behavior.

In determining the appropriate sanctions, the College officer may consider the statements of the complainant and accused regarding the impact of the behavior/incident, any ongoing risk to either the complainant or the community posed by the accused; the impact of the violations or sanctions on the community; any previous conduct violations.

If there is finding of responsibility and the accused is a student, the dean of student life will determine penalties. See the Student Handbook section on Disciplinary Sanctions.

If the accused is a faculty member, the report will be forwarded to the provost who will determine disciplinary action.

If the accused is a staff member, the report will be forwarded to the vice president for finance and administration who will implement appropriate disciplinary action. For an employee, disciplinary action may consist of a warning, reassignment, disciplinary probation, performing community service, suspension, mandatory counseling, or termination of employment.

The College officer, or other appropriate administrator, will communicate with any administrator, faculty or staff who require the information to carry out the sanction. The result should provide remedies to the complainant and the campus community that end the sexual misconduct and prevent its recurrence.

If the accused is no longer a student or employee of the College at the time the complaint is made, the College may be limited in the extent of the investigation or ability to take disciplinary action.

Right to Appeal

Both the complainant and the accused have the right to appeal both the determination and the sanction within seven days of the notice of outcome. Grounds of appeal are limited to:
• Procedural error that significantly impacted the outcome
• Substantive new evidence that was not reasonably available at the time of the investigation that could significantly impact the outcome
• Belief that a sanction is substantially disproportionate to the findings.

If the person making the appeal is a student, the appeal should be made to the vice president for student life. If the person making the appeal is a faculty member, the appeal may be made
to the president of the College. If the person making the appeal is a staff member, the appeal should be made to the executive vice president and chief of staff.

The reviewer of the appeal will notify the other party who will be permitted to respond to the appeal within five days of notice. The reviewer will have access to the Investigator’s file, and may interview the complainant, the accused, witnesses, and the Title IX Investigators. The reviewer will make a decision within a reasonable time of receiving the appeal. The reviewer may either affirm the decision, affirm a finding as to the existence of a policy violation but modify the prescribed correction action, or, in the case of new evidence, return the case to the Title IX Investigative team for further consideration. The decision of the review shall be final, and no further appeals will be permitted. A copy of the final appeal decision will be provided to both parties.

Support Resources
Gordon College encourages all students to avail themselves of the support resources provided on campus. Any individual who has encountered sexual misconduct, whether as a complainant, an accused party, a witness, or a concerned friend, will have equal access to support and counseling services through the College. There are several support resources on campus provide varying degrees of confidentiality (see section on Confidentiality)
Confidential Resources and Support

Some College professionals are designated as Confidential Resources, and can provide advice, support and guidance in the context of a professional relationship without reporting their conversation to the College. Individuals wishing to talk to someone about an incident of sexual misconduct in a confidential manner without making a report to the College or triggering an investigation or action by the College may utilize the following confidential medical and mental health resources.

Gordon’s Counseling Center, Health Center, and the College Chaplain are three offices that will provide free and confidential services to students who have experienced sexual misconduct. Personal information will not be shared with anyone else without the student’s consent, except in “life-threatening” situations or if required by law.

See list of all resources in Appendix A.
Romantic Relationships between Students and Employees
Gordon College strives to provide a learning and working environment that is characterized by trust and mutual responsibility, and that observes the Christian virtues of justice, love and freedom. Consensual romantic relationships in which one party has any professional responsibility (or potential responsibility) for another’s academic or job performance are a violation of professional ethics, create a risk for real or perceived coercion, and are expressly a violation of this policy.

Relationships Involving Authority and Power
Sexual misconduct often involves relationships of unequal power, even if the relationship appears to be consensual. The power differential inherent to such relationships may compromise free choice. Such situations may contain elements of coercion, such as when compliance with requests for sexual favors becomes a criterion for granting privileges or favorable treatment in the classroom or on the job. However, sexual misconduct may also involve relationships among persons of equal authority or power, such as when repeated advances or demeaning verbal comments by a co-worker have a harmful effect on a person’s ability to perform his or her work.

Relationships between Employees and Students
Romantic (e.g. dating, amorous) relationships between faculty and students pose a threat to the integrity of the educational process and are specifically prohibited.
First, these relationships may be unjust to the involved student because of the inherent asymmetry of power existing between students and faculty. The pedagogical relationship between teacher and student must be protected from influences or activities that can interfere with learning and personal development. Second, the trust and collaboration of other students with the involved persons may be compromised and impair the learning environment for other students. Finally, by their nature, such relationships may undermine justice in subtle or inadvertent ways by unbalancing the attentions of the person in authority.
Likewise, consensual romantic relationships between staff members and students can interfere with a free and focused learning and working environment for each party.

Relationships Between Employees
All members of the Gordon community are expected to maintain appropriate professional relations with one another.
Romantic relationships between co-workers raises serious concerns about conflicts of interest and preferential treatment, diminishing trust and jeopardizing the working environment for all employees. This is especially the case if one individual has professional influence or authority over the other.
If a staff member becomes involved in a romantic relationship within their own department, he or she must disclose its existence to her or his supervisor and must cooperate fully in making whatever arrangements are necessary to protect the workplace rights of all employees.
Reports and Warnings

Campus Warnings

When the Gordon Police Department becomes aware of sexual misconduct, they must quickly determine whether the information provided about alleged sexual misconduct presents a threat to other members of the campus community. The College may decide it is necessary to issue a warning to the campus community about potential dangers and the Gordon Police are responsible to transmit a timely alert to protect the health and safety of the community. Every effort will be made to ensure that biographical and other identifying information is not disclosed, consistent with the Family Educational Rights and Privacy Act (FERPA).

Federal Reporting Obligations

By federal law (the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act), institutions of higher education are required to produce an annual security report. This report includes descriptions of institutional policies concerning campus security, including policies concerning sexual assault, how to report a crime, statistical reporting of sexual assault incidents, etc. All personally identifiable information is kept confidential. The report is available on-line at www.gordon.edu/clery. A paper report can be obtained by contacting the Gordon Police Department.

Records

Records relating to sexual misconduct allegations will be kept by the Title IX Coordinator in a confidential and secure location. These records will include reports from members of the Title IX Team, the Investigator’s report, and a description of disciplinary consequences. Records for students, faculty and staff will be retained for seven years after the complainant and accused have left campus.

If the adjudication process determines that the accused was responsible for violating this policy, a notice will be entered in their file in the Center for Student Development. Records may be shared with appropriate administrators if there is an allegation of a repeat or similar offense.
Appendix A

Resources

Title IX Resources

Title IX Coordinator
Nancy Anderson, Director of Human Resources
Office: Emery 107
Phone: 978.867.4240
Nancy.anderson@gordon.edu

Title IX Team
Glenn Deckert, Chief of Gordon Police
Office: Rodger Reception Center
Phone: 978.867.4444 (non-emergency) or 978.867.3333 (emergency)
Glenn.deckert@gordon.edu

Andrew Giebel, Gordon Police Officer
Office: Rodger Reception Center
Phone: 978.867.4444 (non-emergency) or 978.867.3333 (emergency)
Andrew.giebel@gordon.edu

Michael Jacobs
Office: Frost Hall 327
Phone: 978.867.4415
Michael.Jacobs@gordon.edu
Confidential Campus Resources

Counseling Center
Location: Jenks 201 & 202
Phone: 978.867.4301

Hours: Monday-Thursday, 8:30 am – 4:30 pm; Friday, 8:30 am – 11:30 am

After hours, counselors can be contacted by Gordon Police.

Appointments can be made using an online intake form via the Go Site: select “Departments,” then “Counseling,” and click on “Counseling Center Intake Registration Form.” The intake coordinator will contact you within 24 hours to schedule you for an appointment.

If you have been sexually assaulted or are unsure of whether you have been, you need a safe, confidential place to talk about what has occurred. When you are ready, the Gordon College Counseling Center provides free counseling to Gordon students by professional licensed counselors who are able to support you during this confusing and scary time. If you have been sexually assaulted, you may find yourself feeling alone, more fearful, unable to make it to class, having difficulty eating, or eating too much, not sleeping at all, or sleeping more than normal, feeling sad, crying, or feeling nothing at all.

Our counselors are here to help you, to listen to you, and support you in all aspects of being a victim of sexual assault. Individuals who have been sexually assaulted often blame themselves.
The Counseling Center offers a place for you to process what has happened in a non-judgmental, supportive environment to determine what, if anything, you would like to do, and to help you begin to heal.

Health Center
Location: Lane Student Center, downstairs
Phone: 978.867.4300
Hours: Monday-Friday, 7:30 am – 4:30 pm
After hours the Health Center staff can be contacted through Gordon Police.

Contact the Health Center to receive medical attention. All services are confidential and free. The Health Center Staff will encourage students to seek medical care as soon as possible after a rape/sexual assault and will support them through the process. Our contact point for this type of very specialized care is through the Beverly Hospital Emergency Department. We will call and alert them that a student is being referred and they will be prepared to spend whatever time it takes to evaluate and treat the student’s medical and emotional needs. They will offer the services of a trained crisis counselor from the North Shore Rape Crisis Center to explain each step of the process and to support the student until the evaluation is completed.

College Chaplain
The Rev. Thomas Haugen
Location: A.J. Chapel
Phone: 978.867.4018

The College Chaplain is available to help students with pastoral counseling and spiritual direction.

Other Campus Support Resources

Gordon Police
Location: Rodger Reception Center at the main entrance to campus
Phone: 978.867.4444 (non-emergency) or 978.867.3333 (emergency)
Hours: 24 hours a day, 7 days a week

The Gordon Police provides assistance to victims including addressing immediate safety concerns, providing emergency medical attention, investigating incidents of sexual misconduct, and filing a criminal complaint. They will also provide transportation to Beverly Hospital for medical attention.
Center for Student Development
Location: Lane Student Center, 2nd floor
Phone: 978.867.4072

Contact the Center for Student Development for help in contacting a Confidential Resource or a member of the Title IX Team

Community Resources

EMERGENCY: 911

Wenham Police Department
Emergency: 911
Business Phone: 978.468.4000

To make a criminal complaint regarding a rape or sexual assault (note: a criminal complaint can also be made by contacting the Gordon Police)

North Shore Rape Crisis Center
Phone: 1.800.922.8772

24 hour hotline for free and confidential care regarding a rape or sexual assault

Beverly Hospital Emergency Room
Location: 85 Herrick Street
Beverly, MA 01915
Phone: 978.922.3000

State and Federal Resources

Massachusetts Commission Against Discrimination
One Ashburton Place
Boston, MA 02108
617.727.3390
DRUG-FREE SCHOOLS AND COMMUNITIES ACT

Policy

The health and safety of Gordon College employees and students are matters of serious concern. Gordon College seeks to protect the public health and environment of all members of the College by promoting a drug-free environment in compliance with the Drug-Free Schools and Communities Act of 1989. Gordon College prohibits the unlawful manufacture, distribution, possession or use of any controlled substance, illegal drug or alcohol on its premises.

Employees and students have the right to work and study in an environment free from the effects of substance abuse. Employees and students who abuse drugs and alcohol are a danger to themselves and to others. Therefore, employees and students who engage in prohibited drug-or-alcohol-related activities will be subject to disciplinary action up to and including dismissal.

These policies reflect the College’s religious tradition which emphasizes: accountability for stewardship of our bodies, resources and abilities; forbearance in exercising our individual freedoms; and submission to the laws of our governments. Furthermore, we are concerned with the physical, social and personal effects resulting from abuse of alcohol and drugs. Finally, the Behavioral Standards Policy of Gordon College prohibits the illegal use or abuse of alcohol or drugs by members of the Gordon community.

Assistance in Overcoming Drug and Alcohol Abuse

Early recognition and treatment of alcohol abuse are important for successful rehabilitation, and for reduced personal, family and social disruption. Gordon College encourages the earliest possible diagnosis and treatment for drug or alcohol abuse.

STUDENTS

Students who express the need for help in dealing with drug or alcohol dependencies are encouraged to use counselors in our center who have training and experience in that area. In addition, off-campus agencies and self-help organizations can be contacted through the counseling center or the residence hall staff. Incidents involving alcohol or drug-related behavior often result in counseling referral. Various education efforts including special emphasis week, posters, programs and small groups are conducted throughout the year.

EMPLOYEES

Whenever feasible, Gordon College will assist employees in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee’s responsibility. Employees with drug or alcohol-related problems should contact the Director of Human Resources, their supervisors, or the Center for Student Development. Gordon College’s health insurance covers alcohol/drug counseling and treatment programs.

Prohibitions

Gordon College policy prohibits the following:

- Use, possession, manufacture, distribution or sale of illegal drugs, controlled substances, or drug paraphernalia on College premises or in College-supplied vehicles;
- Use, possession, manufacture, distribution or sale of alcohol on College premises or in College-supplied vehicles;
- Being under the influence of an unauthorized, controlled substance, illegal drug or alcohol on College premises or in College-supplied vehicles;
- Use of alcohol/drugs that adversely affects the employee’s work performance, his/her own or another’s safety at work, or the College’s reputation in the community;
- The serving of alcohol by employees to students;
- The use of alcohol while representing the College or while attending a College-related activity which is:
  1) sponsored by the College;
  2) financially supported by College funds;
  3) identified with or directly linked to the College.
- Drunkenness of Gordon students, faculty, or staff is a violation of the College’s behavioral standards.

EFFECTS OF ALCOHOL

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

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

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

SUMMARY OF LEGAL SANCTIONS COVERING ALCOHOL DRUG ABUSE

Local, state and federal laws make illegal use of drugs and alcohol serious crimes. Conviction can lead to imprisonment, fines and assigned community service. Courts do not reduce prison sentences in order for convicted persons to attend college or continue their jobs. A felony conviction for such an offense can prevent you from entering many fields of employment or professions.

Cities and towns in Massachusetts, including Wenham, prohibit public consumption of alcohol and impose fines for violation. The Metropolitan District Commission also prohibits public consumption of alcohol in its parks around Boston.

Massachusetts laws prohibit sale or delivery of alcoholic beverages to persons under 21 with a fine of up to $2,000 and 6 months imprisonment, or both. Misrepresenting one’s age or falsifying an identification to obtain alcoholic beverages is punishable by a fine of $300. First conviction of driving under the influence of alcohol has a $1,000 fine, one year revocation of driver’s license, up to two years in prison and mandatory alcohol rehabilitation.
Massachusetts has criminal penalties for use of controlled substances, or drugs, with penalties varying with the type of drug. In general, narcotic, addictive, and drugs with a high potential for abuse have heavier penalties.

Possession of drugs is illegal without valid authorization. While penalties for possession are generally not as great as for manufacture and distribution of drugs, possession of relatively large quantity may be considered distribution. Under both state and federal laws, penalties for possession, manufacture and distribution are much greater for second and subsequent convictions. Many laws dictate mandatory prison terms and the full minimum term must be served.

Massachusetts law makes it illegal to be in a place where heroin is kept and to be “in the company” of a person known to possess heroin. Anyone in the presence of heroin at a private party or dormitory suite risks a serious drug conviction. Sale and possession of “drug paraphernalia” is illegal in Massachusetts.

Persons convicted of drug possession under state or federal law are ineligible for federal student grants and loans for up to one year after the first conviction, five years after the second; the penalty for distributing drugs is loss of benefits for five years after the first, 10 years after the second, permanently after the third conviction.

Under Federal law, distribution of drugs to persons under age 21 is punishable by twice the normal penalty with a mandatory one year in prison; a third conviction is punishable by mandatory life imprisonment. These penalties apply to distribution of drugs in or within 1,000 feet of a college or school. Federal law sets greatly heightened prison sentences for manufacture and distribution of drugs, if death and serious injury results from use of the substance.

* * CONTINUATION COVERAGE RIGHTS UNDER COBRA * *

Introduction
You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan’s Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?
COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.
If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both); or
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a “dependent child.”

When is COBRA Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and the spouse or a dependent child’s losing eligibility for coverage as a dependent child) you must notify the Plan Administrator within 60 days after the qualifying event occurs.

How Is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee’s
hours of employment, and the employee become entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-month of continuation coverage If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.)

Keep Your Plan Informed of Address Changes

In order to protect your family’s rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Gordon College
Vice President for Finance and Administration
Director of Human Resources
FAMILY AND MEDICAL LEAVE ACT

It is the intention of Gordon College to comply fully with the requirements of the Federal Family and Medical Act of 1993 (FMLA).

Employees are expected to comply with all applicable requirements outlined below. Policy exceptions may be made only for good cause and must be approved by the Director of Human Resources.

FEDERAL FMLA

ELIGIBILITY

Under federal law, an employee who has worked for more than one year and worked at least 1,250 hours during the prior twelve months for the college, may request a leave of absence up to twelve (12) weeks for the following purposes:

- Care of your newborn child;
- Care of an adopted or foster child who has been placed in your care;
- Care of your spouse, child or parent, who has a “serious health condition” as defined under federal laws; or
- An employee’s own recovery from a serious health condition which prevents them from performing the functions of his or her position.

Notice and Application for Leave

Employees are responsible for giving the College appropriate notice of their intentions to exercise their rights to leave under this policy. If the requested leave is foreseeable and expected to extend for at least three consecutive scheduled worked days, a completed Leave of Absence Application must be submitted at least 30 days prior to the date on which the leave is to begin. If leave is due to unforeseen events and the employee is unable to give a 30 day notice, such as in the case of medical emergency, notice must be given as soon as practicable or within two working days. Notice must be given either in person or by phone when medical emergencies are involved. Notice may be by an employee’s spouse or another family member if the employee is unable to do so due to a serious health condition.

The following must also be submitted when requesting a leave of absence:

- For leaves to care for a newborn child, documentation of the child’s birth during the twelve months immediately preceding the Leave of Absence Application;
- For leave to care for an adopted or foster child, documentation of the child’s placement in the employee’s care during the twelve months immediately preceding the date of the Leave of Absence Application.
- For leaves necessitated to care for a child, parent or spouse with a serious health condition, a written certification from a health care provider which includes a statement that a third party’s care is required or that the employee’s presence would be beneficial to the family member.
• For leaves resulting from a serious health condition which makes an employee unable to perform his or her job, a written certification issued by a health care provider that the employee is suffering from a serious health care condition.

For purposes of FMLA, “serious health condition” is a medically necessary condition which requires either in-patient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. The term “serious health condition” is intended to cover various types of physical and mental conditions which require an employee to be absent from work for at least three consecutive calendar days plus two visits to a healthcare provider. Likewise, with respect to a spouse, child or parent, the term is intended to cover conditions that make the spouse, child or parent unable to participate in school or in his or her regular daily activities or otherwise permissible under FMLA.

For purposes of this document, “health care provider” includes a Doctor of Medicine, a Doctor of Osteopathy, or physician serving on active duty in the uniformed services; a health care practitioner certified by a national organization and licensed by the State, or otherwise permissible under FMLA.

In those instances, where the College requires a health care provider’s certification as a condition for granting leave, the certification must verify the seriousness of the health condition. Medical certification supporting the need for leave to care for an employee’s spouse, son, daughter, or parent must include a statement that the employee is “needed to care for” the individual. Certification should include the date on which the serious health condition commenced, the probably duration of the condition, and appropriate medical facts within the knowledge of the health care provider regarding the condition. An employee may also be required to provide any other reasonable information which the College requests.

Under federal law, the College may, at its expense and its choosing, request a second opinion before leave is granted. If the second opinion differs from the original certification, the College may require certification from a third health care provider, at its expense. Both the College and the employee must agree jointly on the health care provider that will provide the third opinion. The third opinion is final and binding on the employee and the College. Employees must provide all medical certification within fifteen (15) calendar days, unless it is not practicable to do so under the circumstances. The College reserves the right to obtain subsequent recertification to support continuing leave under this policy every thirty (30) days throughout the leave period. The College may request subsequent recertification more frequently if: (1) the employee requests an extension of leave; (2) changed circumstances occur regarding the illness or injury; or (3) the College receives information that casts doubt upon the continuing validity of the most recent certification. Failure to submit to a second or third medical certification to the College is grounds to refuse leave.

Leave of Absence Applications are available from the Director of Human Resources. Once an application is submitted, final approval of the request will be subject to timely receipt of and, if necessary, verification of the appropriate documentation. In addition, the College reserves the right to deny the leave request due to the immediate staffing needs of an employee’s department if the leave is for any reason other than a pregnancy-related health condition or the care of a newborn child, newly adopted child, newly placed foster child or an employee’s immediately pending serious health condition, or otherwise permissible under FMLA.

The Director of Human Resources will notify the employee of final approval or denial of the leave request and the reasons for the denial. It is the responsibility of each employee to follow-up their request if he or she does not receive notice of their request’s approval or denial in a timely manner.
Leave Allowance

Employees who are eligible for RMLA leave are allowed a maximum of twelve (12) workweeks of family and medical leave during any 12-month period.

For the purposes of this policy, the term “workweek” is defined as the average number of hours of service during the twelve full pay weeks immediately preceding the date of the leave application, up to a maximum of forty hours per week.

If both spouses are employed by the College, both are limited to a collective total of twelve weeks of leave to care for their newborn child, newly adopted child, or newly placed foster child.

Time lost due to injuries or illness which are alleged to have originated on-the-job and which may be eligible for workers' compensation are covered under this policy as any personal injury or illness would be covered.

Military Family Leave

Qualifying employees whose family members serve in the military are permitted two types of family leave:

MILITARY CAREGIVER LEAVE
Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. This provision also extends FMLA leave and job protection to “next of kin” who would not otherwise be eligible for FMLA coverage.

QUALIFYING EXIGENCY LEAVE
Eligible employees may take up to 12 weeks of leave for certain qualifying exigencies arising when a covered military member serving in the National Guard or Reserves is on active duty or called to active duty status in support of a contingency operation.

Intermittent Leave or Leave on a Reduced Leave Schedule

An employee may choose to take leave on an intermittent basis or under a reduced leave schedule when medically necessary to care for his or her spouse, son, daughter, or parent with a serious health condition or for the employee’s own serious health condition. An employee’s intermittent leave or reduced leave schedule includes not only a situation where the individual's health condition itself is intermittent, but also where an employee is only needed intermittently because care is also provided by a third party.

All employees choosing to structure an intermittent leave schedule must consult with the Director of Human Resources. The College reserves the right to place the employee temporarily in an available alternative position for which the employee is qualified, which as equivalent pay and benefits, and which can better accommodate recurring periods of leave.

Integration of Family and Medical Leave with Sick Leave, Personal Days and Vacation

It is the policy of the College that employees taking family and/or medical leave as allowed under FMLA may take any accrued paid personal days or sick time (when applicable) at the beginning of the leave period. Use of vacation leave must be approved by the supervisor.
Integration of Family and Medical Leave with Workers' Compensation Leave

The law provides that in certain situations if an employee’s worker’s compensation injury meets the criteria for a serious health condition under FMLA, the employee’s twelve week FMLA leave may run concurrently with the worker’s compensation absence. However, the above referenced provision regarding substitution of the employee’s accrued paid leave during the FMLA leave may not be applicable since the worker’s compensation leave generally is a paid leave.

Leave Scheduling

A leave of absence to care for a newborn child or to care for newly adopted or newly placed foster child must be taken within the twelve month period beginning on the date of the child’s birth or placement and must be taken on a continuous basis.

A leave of absence occasioned by an employee’s serious health condition, or to care for a child, spouse, or parent with a serious health condition may be taken on an intermittent or reduced leave basis beginning with the date indicated in the health care provider’s documentation.

The specific intermittent or reduced leave schedule must be recommended by the health care provider of the individual with the serious health condition. While on leave, employees are required to report at reasonable intervals regarding their status and intention to return to work. Employees must give at least two weeks notice of their anticipated intention to return to work.

The availability of leave will be calculated on a “rolling basis.” The one-year period within which an employee may take up to twelve weeks of FMLA leave shall begin to run from the first day of leave taken.

Benefit Continuation During Leave

Under federal FMLA, if an employee receives group and/or dental insurance, the College will continue coverage with the same employer contributions to premiums that the employee would have received had the leave not been taken. Health and dental insurance premiums will be automatically deducted from any sick and vacation time checks issued during the leave. Coverage for all other group benefits will be maintained as outlined in the appropriate plan documents.

In the event health care premiums can no longer be deducted from sick and vacation checks, the College reserves the right to exercise the option to cease its health insurance coverage if an employee’s premium payments are more than thirty (30) days late. In this case, all other obligations of the College under this leave policy will remain unaffected. If the employee returns to work, benefits will be restored to at least the same level and terms as were provided just prior to the commencement of the FMLA leave. In any event, health benefits coverage ceases when it becomes known that an employee is not returning to employment.

The College is entitled to recover premiums it paid for maintaining group health plan coverage during any period of unpaid leave if the employee fails to return to work after the leave entitlement has expired unless the reason the employee does not return to work is due to: 1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to a leave under this policy or 2) other circumstances beyond the control of the employee. For purposes of this policy, failure to “return” to
work is defined as an employee who does not return to work for at least 30 calendar days following the conclusion of the leave. If, however, paid leave is substituted for any part of the leave period, the College may not recapture health insurance premiums paid during any period of the paid leave.

Return to Work

Upon the conclusion of an approved leave period, an employee will be restored to his or her previously held position at the time the leave commenced, or a similar position with equivalent pay and benefits (with respect to those salaried employees who are among the highest paid 10% of employees of the College under certain circumstances). Reinstatement is not guaranteed, however, if you have not:

- Completed twelve months of service with the College prior to the commencement of leave and
- Worked at least 1,250 hours during the twelve month period immediately preceding the date on which the leave began.

If an employee does not meet the above requirements, but whose leave or absence was due to a pregnancy-related health condition or the care of a newborn child, newly adopted child, or newly placed foster child, the employee will be reinstated to his or her previous position or one of equivalent responsibility and pay if the employee returns to work within eight (8) weeks of the start of the leave.

The College is not, however, required to reinstate an employee in the same or similar position after returning from leave if, during the leave time, the employee's position was eliminated due to a reduction in work force. The fact that the employee was on family or medical leave does not protect the employee from displacement if displacement would have occurred if the employee was present.

Prior to returning from a leave of absence due to a serious health condition an employee must submit adequate documentation from their health care provider indicating that he or she is capable of returning to work without restrictions or indicating what, if any, restrictions apply. If an employee fails to present this medical certification, the College may deny restoration until this certification is provided.

Key Employees

Prior to or at the time of a requested leave, the College will notify an employee if he or she is a “key employee”. For the purposes of this document, a “key employee” is any employee who is salaried, and is among the highest paid 10% of the employees at the College. The College reserves the right to deny restoration of a “key employee” to his or her previous position if it is necessary to prevent substantial and grievous economic injury to the College.

The College will only notify employees of their status as “key employees” if there is a possibility that the employee will not be restored at the end of the leave period. If a key employee elects not to return to work after receiving this notice, the College will continue to maintain health benefits and will not attempt to recover its share of the premiums paid during the period of leave.
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<th>Medical Insurance</th>
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<th>Medical Waiver</th>
<th>FSA</th>
<th>Vacation</th>
<th>Sick**</th>
<th>Personal**</th>
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*annual accumulation based on job grade and years of service
**annual
X = eligible for College