A Message from the President

Thank you for selecting Lipscomb University as your place of employment. Through your dedication to serving students and building relationships, you shape the future of the next generation. You make a difference in the lives of students, parents, alumni, and the community at large.

As a Christian community, you and I serve hundreds of individuals on a daily basis. We aid in making it possible for young minds to seek truth, to know their calling more fully, and to appreciate learning in an environment like Lipscomb. Without your efforts, those causes fall short.

Our task is to work together preparing students in leading lives of service. That goal requires the best we have to offer on a daily basis. It means that we deal with students from a variety of cultures in a way that makes them know that Lipscomb is a special place. It is special because we take the time to care about our tasks, individuals and daily struggles.

We are proud to claim that the Lipscomb community continues to have an important impact locally, nationally and internationally by creating graduates who are more aware of their place in God’s story and the power in it.

Because of the outstanding work of Lipscomb’s employees, the university is receiving recognition like never before. With your help and the blessing of God, Lipscomb will have another outstanding year.

L. Randolph Lowry
President
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Scope and Purpose of Employee Handbook

This Employee Handbook is a compilation of Lipscomb University’s employee policies and procedures. This handbook is not all-inclusive and nothing in this handbook should be construed to create a guarantee of continued employment, implied or expressed, for any employee of Lipscomb University. Except as otherwise specified in this handbook or as the context may otherwise require, all references to “Lipscomb,” “Lipscomb University” or the “university” include both Lipscomb University and Lipscomb Academy.

The policies set forth in this handbook are designed to facilitate the fair and equitable treatment of all employees, to clarify Lipscomb’s expectations and to assure an effective and economical operation of Lipscomb. Lipscomb’s President is authorized and responsible to interpret and implement the policies in this handbook. All new employees will receive access to this handbook.

All employees must remain familiar with the policies set forth in this handbook, as well as any and all Lipscomb policies that are in effect and may be posted on myLipscomb or otherwise made available to employees. Compliance with and support of the policies in this handbook and other institutional policies that are in effect is a condition of continued employment and noncompliance may result in disciplinary action, including termination of employment.

For policies that apply specifically to faculty of Lipscomb University, reference the current version of the Faculty Handbook available at myLipscomb/Resources/Office of the Provost/Faculty Handbook. For policies that apply specifically to faculty of Lipscomb Academy, reference the current version of the Lipscomb Academy Faculty Handbook available at myLipscomb/Employee Homepage. In the event of a conflict between the provisions of this Employee Handbook and the Faculty Handbook or the Lipscomb Academy Faculty Handbook, the provisions of this Employee Handbook shall control.
History and Mission of Lipscomb University

Established in 1891, Lipscomb University is a private, co-educational institution of higher learning whose primary mission is to integrate Christian faith and practice with academic excellence. Today, Lipscomb offers more than 200 areas of academic study that lead to undergraduate, graduate, graduate certificates, specialist or doctoral degrees.

Lipscomb University has been nationally recognized for the quality of many of its academic programs. In addition, students find a vibrant campus life at Lipscomb with numerous clubs, organizations, activities and events to participate in each year. Lipscomb is a member of the NCAA Division I and the Atlantic Sun Conference and fields numerous intercollegiate teams for men and women.

A vital part of the Lipscomb University system since its foundation is Lipscomb Academy, a pre-K-12 college preparatory school. From the foundation of Lipscomb University, the institution has provided primary and intermediate education. Lipscomb Academy is the largest private pre-K-12 school in Middle Tennessee and one of the few in the country affiliated with a university, where its students can take college-level courses while still in high school and benefit from all that an institution of higher education has to offer.

For more information about Lipscomb University and its academic programs and events, visit www.lipscomb.edu.
Identity Statement

Introduction

Lipscomb delivers a complete education characterized by a distinctive integration of Christian faith and practice with academic excellence. This complete education, which includes liberal arts studies and professional preparation, does not suggest a finished education. Rather, it reflects Lipscomb’s commitment to the comprehensive development of each student – spiritually, intellectually, socially and physically – to prepare graduates for life and eternity.

Lipscomb’s Spiritual Identity

Lipscomb is committed to teach truth as revealed in God’s word through Bible classes, chapel and Christ honoring student life activities, encouraging each student to explore scripture, know Jesus Christ and grow in His image. Classes in every area are taught in a faith-informed approach by highly qualified faculty who represent the range of perspectives that exist among churches of Christ. “Faith-informed” learning encourages students to understand that all knowledge and skills are to be used to the glory of God in every pursuit. Lipscomb respects and welcomes all who seek an excellent education in a Christian context. Lipscomb also welcomes those for whom an awareness of the spiritual self is unexplored or recently awakened and who are willing to pursue a Christian education.

Lipscomb’s Academic Identity

Colossians 3:23-24 says, “Whatever you do, work at it with all your heart, as working for the Lord, not for men, since you know that you will receive an inheritance from the Lord as a reward.” From this spiritual imperative grows Lipscomb’s commitment to be a nationally recognized Christian university with a premier academic program, encouraging the highest level of performance and service among employees and students. Students are taught by faculty who combine the highest academic preparation with ongoing practical experience and scholarship. Class sizes encourage faculty and students to create relationships that are constructive, beneficial and personal, and to maintain these relationships throughout life.

Identity Statement

Academic programs prepare graduates for roles of superior leadership and service in their chosen professions and an enthusiasm for lifelong learning. These programs also encourage students to develop a sense of world citizenship through a geographically and ethnically diverse student body, wide-ranging cultural and professional growth opportunities afforded by the city of Nashville, study-abroad curricula and foreign mission service and spiritually oriented organizations and activities, which encourage students to form lasting relationships and to become involved in service to others.
Classes and a broad program of intramural and intercollegiate athletics encourage the awareness of physical health and growth, and the concepts of leadership, teamwork, sportsmanship and selflessness.

Summary

Combining these characteristics, Lipscomb is a Christian community of scholars, dedicated to learning; leading and serving preparing students for excellence today, tomorrow and forever.
Programs and Services for Employees

Chapel and Spiritual Enrichment Opportunities

Time is set aside on Lipscomb’s schedule for the creation of lifelong spiritual habits. Lipscomb uses a variety of venues and times for its chapel program. Contact the Office of Student Life for a full schedule of chapel meeting times and locations. Employees may participate in regular faculty and staff chapel offerings. A variety of Bible classes take students through a spiritual formation curriculum that is designed for a holistic experience throughout their time at Lipscomb. As a rigorous academic experience, the Bible curriculum equips students through the life of the mind “Till Christ be formed in them.” Employees are encouraged to take advantage of the many worship and service opportunities on campus.

Identification Card

A photo identification card is issued to each new employee. Employees may use the identification card to charge purchases made at campus retail establishments, and any amounts charged will be deducted from the employee’s payroll check in the following pay period. Employees may complete a form provided by the Office of Human Resources to authorize the payroll deduction. For monthly payroll, the charges from the 15th day of the prior month to the 14th day of the current month are deducted from the same month. For example, charges deducted on May 31 cover charges from April 15 to May 14. For bi-weekly payroll, the charges from the Friday that is three weeks before the pay period check date through the Thursday in the week before the pay period check date are deducted. For example, charges deducted on the June 9 check cover charges from May 19th through Thursday, June 1st.

Lost cards should be reported immediately to the Office of Security and Safety.

Check Cashing

Employees’ personal checks may generally be cashed at the cashier’s window in the Crisman Administration Building during posted hours. Employees are responsible for any returned check fees.

Athletic Facilities and Events

Employees have the privilege of using the following sports facilities: the Student Activities Center; McQuiddy Gym (when open for free-play events); tennis courts; track; and other recreational areas when they are available for employee use.

Employees receive free general admission for themselves and their immediate family members to Lipscomb University and Lipscomb Academy regular season athletic events upon the presentation of their Lipscomb identification card. Some game exclusions may apply.
Wellness Program

Under Lipscomb’s HealthyU Employee Wellness Program, all full-time employees have the opportunity to earn monetary incentives for engaging in behaviors and activities designed to help them understand their current health status and improve their overall well-being. The mission of the HealthyU program is to educate, support and empower employees to engage in behaviors that contribute to overall health and well-being by providing awareness, social support and on-site health promotion programs. The HealthyU program contributes to the development of the Lipscomb culture focusing on improving the quality of life for all employees. The HealthyU program is a 12-month program that runs annually from May 1st to April 30th.

The HealthyU program is about more than exercise and nutrition. Incentive points can be earned by engaging in the following components:

- Lunch and learns or online education;
- Emotional/Mental/Spiritual well-being;
- Financial well-being;
- Health risk assessment;
- Primary care physician visit; and
- Physical activity/exercise.

Other services are available through campus partnerships, including free wellness consultations with dietetic interns and low-cost fitness assessments.

More details are available at www.lipscombhealthyu.com, where employees can create an account using their Lipscomb ID and L number.

The Health Center

Lipscomb’s Health Center is available for all employees. The clinic nurses provide first aid, health advice, immunizations, limited screening tests and training classes to employees. Patient consultation hours are 8 a.m. to 4:30 p.m. Monday through Friday during regular school sessions and 8 a.m. to 1 p.m. Monday through Friday during the summer. Blood pressure checks and weight monitoring are available to employees at no cost. Employees should contact the Health Center regarding vaccinations, injections, travel consults, and further questions.

The following are generally available at the Health Center for a charge:

- Vaccines and tuberculosis skin test;
- Prescribed injections;
- Travel consultations for Lipscomb mission trips; and
- Lab services with written orders from the employee’s personal provider.
Staff Award Program

The annual staff awards honor outstanding full-time employees who demonstrate excellence in their work and make a difference in our campus community. Employees are selected each spring and recognized during faculty and staff chapel service. The winners receive a monetary gift.

Each year during the April faculty and staff chapel, full-time employees who have completed 10, 15, 20, 25, 30, 35, 40 and 45 years of service are recognized. During a lunch held in their honor after the chapel service they are given a gift of appreciation.

Extended Day Care

Extended Day Care at Lipscomb Academy operates Monday through Friday, from 3 p.m. until 5:30 p.m., to provide care and activities after the normal school day for children enrolled at the Academy in pre-K through 8th grade. It is provided at no cost to full-time Lipscomb employees. Additional information regarding extended day services can be obtained from the elementary school office for pre-K through 4th grade students and from the middle school office for 5th through 8th grade students.

Elementary Summer Day Camp

Summer camp for pre-K through 5th grade students operates Monday through Friday for six weeks between the hours of 7:30 a.m. and 3 p.m., and extended day care can also be used from 3 p.m. to 5:30 p.m. after summer camp hours have ended. The cost is $110 per week (subject to change), which includes extended day care. Lipscomb Academy also offers a variety of extra activities in its Summer Experience Program. For more information, contact the elementary school office.

Athletic Camps

All employees are eligible to receive a 25% discount for their children who participate in any of Lipscomb’s athletic camps.

Dining Options

All campus dining options are available for employees. For more information about dining options, go to lipscomb.sodexomyway.com.

Bookstore

Lipscomb’s bookstore is located on the first floor of the Bennett Campus Center. The bookstore’s objective is to provide products and services that the campus desires. The bookstore is uniquely designed to serve the needs of the university. The trade department carries a collection of faculty authors, Bibles, reference and best sellers. Special book ordering is available as well. Lipscomb employees generally receive a
20% discount on all clothing, supplies, trade books, and giftware. Software is academically priced for deep savings.

**Library**

The Beaman Library has more than 240,000 volumes of books and periodicals. A valid Lipscomb identification card allows an employee to borrow library materials. In addition to the research collection, a large number of books for recreational reading are available.

While periodicals (journals and magazines) are not available for use outside of the library, photocopies may be made within the library. A color copier is available in the reference area. The reference librarian is available for help with these services during normal hours of operation.

**Post Office**

The Connection is Lipscomb’s full-service post office and is located on the first floor of the Bennett Campus Center. Hours of operation are Monday through Friday, from 7:30 a.m. to 4:30 p.m.

Deliveries to The Connection from the U.S. Post Office are made Monday through Friday at 8:15 a.m. and noon, except for postal holidays. The U.S. Postal Service collects mail from The Connection at 8:15 a.m. and 2:15 p.m., Monday through Friday, except for postal holidays.

Mailing envelopes and boxes of various sizes can be purchased at The Connection to assist in mailing packages. The Connection can also ship parcels via Federal Express and UPS. The Connection offers a 24-hour postal kiosk and provides services for color copying, printing and faxing, passport photos, packaging and notarization.
Benefit Programs

Medical, Dental, Vision, Life and Long-Term Disability

Lipscomb offers an extensive range of benefit programs for employees. For more information, see the Employee Benefits Brochure, which is available at myLipscomb/Human Resources/Benefits.

Retirement Plan

Eligible employees may enroll in Lipscomb’s Defined Contribution Retirement Plan. Employees who enroll may begin contributing to the plan the first day of the month following their hire date. Lipscomb will match up to 7% of an employee’s salary that is contributed in the plan after one year of service. Each employee’s contributions to the plan are immediately vested and Lipscomb’s contributions are vested at one year of service. Employees may invest contributions in the plan through TIAA-CREF and Fidelity Investments. A copy of the summary plan description is available at myLipscomb/Human Resources/Benefits.

Retiree Benefits

Employees who were actively employed as of August 31, 2017 will be eligible to participate in the group retiree health care plan upon their retirement from Lipscomb. They must be at least 55 years of age with 10 years of service to be eligible.

If a retiring employee is at least 55 years of age but has not reached 65 years of age, he or she will be eligible to participate in one of the Lipscomb’s employee insurance plans. The employee will be required to pay 100% of the employee premium and may also obtain coverage for his or her spouse and children until they reach age 26.

If an employee retires at age 65 or older, he or she will be eligible for the Medicare carve-out plan. Such retirees who were hired after August 1, 1993 but before August 31, 2017 will be responsible for paying 100% of the corresponding premium. Such retirees hired before August 1, 1993 will pay a proportion of the premium based on their years of service, as follows:

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<thead>
<tr>
<th>Years of Employment</th>
<th>Employer Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 25 years</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>25-29 years</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>30-34 years</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>35-39 years</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>40 plus years</td>
<td>100%</td>
<td>0%</td>
</tr>
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Lipscomb reserves the right to modify the retiree benefit plan at any time.
Tuition Discount

Lipscomb offers tuition discounts for its Academy and university undergraduate programs for full-time, benefit-eligible employees (those who work at least 40 hours per workweek), as well as their spouses and their qualified dependents.

Lipscomb offers certain graduate-level courses at no cost to full-time, benefit-eligible employees to enhance their careers, if the courses are approved by their supervisors. All standard admissions criteria and conditions applicable to the graduate programs will apply. The graduate course schedule is set to accommodate the general graduate student population, and Lipscomb employees should not expect or request schedule accommodations. Employees are required to attend classes as they are scheduled (e.g., evenings and weekends). Each graduate course must have the minimum number of tuition-paying students enrolled in order for the class to be offered. Lipscomb employees will not be counted in determining whether the class meets this minimum.

Employees are required to maintain a minimum GPA of 2.0 to continue receiving the university tuition discount. Eligible hours for the discount are capped at a total of 150 hours for undergraduate courses.

Employee tuition discounts do not apply to Lipscomb’s doctoral programs.

Employees Enrolling in Undergraduate Courses

Full-time, benefit-eligible employees may enroll in undergraduate courses with no tuition charged with written approval from the immediate supervisor and the appropriate administrator. Only one course per term may be taken during office hours. Employees must work with their supervisors to schedule additional work time to make up for any time taken away in a class.

The employee tuition discount applies only once for each course. If it is necessary for the employee to repeat the course for any reason, the employee will be required to pay the current tuition rate for the course.

Employees Enrolling in Graduate Courses

Full-time, benefit-eligible employees may enroll in graduate level courses with no tuition charged with written approval from the immediate supervisor and the appropriate administrator. Up to $5,250 of a graduate tuition discount is excludable from a Lipscomb employee’s gross income for tax purpose. If, however, the graduate courses are necessary for the employee to maintain or acquire skills necessary for his or her current employment or the courses meet an express requirement by Lipscomb, the full amount of the graduate tuition discount is excludable from the employee’s gross income.
The employee tuition discount applies only once for each course. If it is necessary for the employee to repeat the course for any reason, the employee will be required to pay the current tuition rate for the course.

Discounts are not offered on any graduate level, including doctoral, courses to an employee’s spouse or dependents.

**Employee’s Spouse and Qualified Dependents**

Spouses and qualified dependents of full-time, benefit-eligible employees are eligible for a tuition discount to both Lipscomb Academy and Lipscomb University (except for graduate level courses).

For spouses and qualified dependents of employees who enroll at the Academy or in undergraduate courses at the university, the tuition discount starts at 50% during the employees’ first year of employment. The discount rate is adjusted at the beginning of the fall semester of each school year as follows:

<table>
<thead>
<tr>
<th>Year One</th>
<th>50%</th>
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<tr>
<td>Year two (the next fall):</td>
<td>55%</td>
</tr>
<tr>
<td>Year three (third fall):</td>
<td>60%</td>
</tr>
<tr>
<td>Year four (fourth fall):</td>
<td>65%</td>
</tr>
<tr>
<td>Year five (fifth fall):</td>
<td>70%</td>
</tr>
<tr>
<td>Year six (sixth fall):</td>
<td>75%</td>
</tr>
</tbody>
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For tuition discount purposes, one year is measured from the beginning of the fall semester of one year to the beginning of the fall semester of the next year. In the event an employee is not actively employed for the entire year, the discount only applies to the portion of the year he or she is an active employee. All of any employee’s prior full-time experience with Lipscomb will be counted in determining the applicable discount. If more than one family member is employed with Lipscomb, the discount will not be increased. If a full-time, benefit-eligible employee has ten or more years of service and retires (by qualifying for early retirement or upon reaching age 65) before qualifying dependents have completed their education, the tuition discount will continue until such education is completed through the undergraduate level. If a full-time, benefit-eligible employee dies or becomes disabled before qualified children and/or spouse have completed their education, the tuition discount will continue until such education is completed through the undergraduate level. This discount applies to all naturally born or legally adopted children who are claimed as a dependent on the employee’s tax return at the time of death or disability. Spousal benefits will end if the surviving spouse remarries.

In order for the tuition discount to be applied, the child must be claimed as a dependent on the Lipscomb employee’s tax return in the same year the student is enrolled. The child must be less than 25 years of age, unmarried and a dependent student. Any
change in this classification will result in the cancellation of the tuition discount at the end of the semester effective the next period of enrollment.

For qualified dependents to receive the undergraduate tuition discount, the employee must submit a signed Tuition Discount Eligibility form before each applicable school term begins. The employee must certifying that he or she is a full-time, benefit-eligible employee and the student is a qualified dependent.

The tuition discount cannot be added to other scholarships if the total financial aid exceeds the cost of required tuition and fees (excluding nursing fees). In the event the total financial aid exceeds tuition, the tuition discount will be reduced accordingly.

**Minister’s Housing Allowance**

Employees who serve in a minister capacity at a local congregation may be eligible for a minister’s housing allowance deduction from their paychecks. The amount of any such allowance will not be included in an employee’s gross salary for purposes of determining the amount of employee contributions in Lipscomb’s retirement plan that Lipscomb will match. Eligible employees will be required annually to certify the amount of the allowance and provide certification from the local congregation. Eligible employees should contact the Office of Human Resources to obtain a copy of the certification form. All completed certification forms are due by October 31st in order for the allowance to be claimed with respect to the following calendar year. Employees who receive a minister’s housing allowance should consult with an independent tax advisor to understand the applicable tax consequences.
Employment Policies

Conditions of Employment

Except for those employees who have an effective employment contract with Lipscomb for a specified duration, employment with Lipscomb is at-will and may, regardless of the time and manner of payments for wages and salary, be terminated at any time by Lipscomb, with or without cause, and without any previous notice. Further, Lipscomb does not guarantee that any of the benefits or privileges of employment set forth in this handbook shall continue for any employee.

Equal Employment Opportunity

Lipscomb shall comply with all applicable federal and state nondiscrimination laws, and shall not engage in prohibited discrimination on the basis of race, religion, sex, age, color, national or ethnic origin, or disability in the administration of its educational policies, programs and activities, including without limitation, admissions policies, scholarships and loan programs, employment practices, and athletic and other school administered programs.

Any employee who reasonably believes that he or she or another employee is the subject of improper discrimination should immediately report the conduct to his or her supervisor or the Office of Human Resources. All reports of potential discrimination will be investigated promptly in a confidential manner, to the extent practicable.

Retaliation against any employee for submitting a report or cooperating with an investigation related to alleged discrimination is strictly prohibited. An employee reporting potential discrimination is entitled to protection from any form of retaliation following a report, even if the report is not later substantiated. Similarly, any employee accused of discrimination and those who participate in an investigation conducted in connection with such a report are entitled to protection from any form of retaliation, except for disciplinary action in connection with a knowingly false report. Any employee who knowingly makes false charges alleging discrimination may be subject to disciplinary action. Any complaint of retaliation should be filed immediately with the Office of Human Resources.

Diversity

Lipscomb believes that a diverse workforce benefits individuals, students, and the Lipscomb community. Lipscomb recognizes that all employees bring their own capabilities, experiences, and characteristics to their work. Diversity is valued at all levels of the institution.

Lipscomb believes in treating all individuals with respect and dignity. Therefore, Lipscomb strives to achieve a supportive environment in which all employees reach their maximum potential.
Lipscomb’s diversity encompasses differences in culture, ethnicity, language, gender, age, socio-economic status, political affiliation, physical and mental ability, experience, and education. The wide array of perspectives that results from such diversity promotes innovation and the overall success of Lipscomb’s mission and values.

Sexual Harassment and Misconduct

Lipscomb will not tolerate sexual harassment or sexual misconduct of its employees or students by anyone, including, but not limited to, supervisors, faculty, staff, students, or alumni. For more information, please refer to Lipscomb’s sexual harassment and sexual misconduct policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Sexual Harassment and Sexual Misconduct Policy.

Recruitment, Hiring and Job Posting

Pursuant to policies adopted by Lipscomb’s board of trustees, all staff, other than those in auxiliary services, should be members of churches of Christ who are qualified for the position. In this regard, “auxiliary services” refers to nonexecutive, non-teaching support staff, including services that could be outsourced, such as dining, bookstore or maintenance. If it is determined that no qualified candidate who is a member of churches of Christ can be found within a reasonably acceptable period of time, then such position may be filled by an individual who meets the following three criteria:

1. The person is committed to the Christian faith;
2. The person lives a life whose values reflect that commitment; and
3. The person enthusiastically supports the mission of Lipscomb and its association with churches of Christ.

Lipscomb strives to hire and promote the most qualified and experienced individuals based on demonstrated experience and ability. Lipscomb prefers to promote from within to fill open positions whenever it is practical and appropriate. Open positions and job assignments are considered as follows:

1. Qualified employees can generally apply for an open position by completing an application on Lipscomb’s website.
2. If an active position is vacated, it will be reviewed and reassessed in light of current Lipscomb needs and functions before applicants are sought.
3. Except when a promotion is appropriate for filling an open position, open positions are generally posted internally for at least one week before being posted for external applicants.
4. Resumes, letters of inquiry, and related materials will not be considered formal applications unless an applicant applies through the applicant tracking
system, which can be found at lipscomb.peopleadmin.com. The university will retain applicant information for three years.

5. All applicants should submit references with their job application.

6. The content of job descriptions and assignments are based on business needs. Duties may be modified and employees assigned to other positions if Lipscomb’s needs would be better served through reassignment or modification of duties.

7. In some cases, a candidate for an open position may be offered a relocation package in connection with the offer of employment, subject to approval by the appropriate supervisor.

8. Once the candidate has been identified for possible employment, the Office of Human Resources will initiate the process to verify the candidate’s credentials and references, consistent with Lipscomb policies and procedures. Prior to employment, Lipscomb will generally conduct a criminal background check (in accordance with applicable law) and may consider the results in evaluating the overall application. In addition, Lipscomb may obtain a driving record for certain positions, and is required to obtain fingerprints for certain positions.

9. If a new hire was previously employed by Lipscomb, Lipscomb will credit the employee with prior years of service by modifying the hire date accordingly.

**Work Schedules and Attendance Policies**

1. All full-time employees are expected to work a minimum of 40 hours each week at times specified by Lipscomb’s administration. At times, however, conditions may require employees to work beyond the normal 40-hour week. All employees are expected to respond to the workflow. If a full-time employee has an arrangement for working less than 40 hours per week, the minimum number of hours per week should be outlined in the employment record. An employee is considered eligible for benefits if the employee works a regularly scheduled workweek of 30 or more hours per week. A part-time employee is any employee who works less than 30 hours per regularly scheduled workweek.

2. Non-exempt employees are paid at an hourly rate for regular hours, as well as all overtime hours above 40 hours per workweek. Overtime hours will be paid at the rate of one and one-half (1½) times the employee’s regular hourly rate or as otherwise required by law. All overtime hours must be approved in advance by the supervisor and should not be worked without specific approval from Lipscomb. However, there may be times that an employee works overtime without the opportunity to seek approval. In the event of such an emergency, the employee should seek approval immediately after the time
has been worked. Non-exempt employees will not receive compensatory time in lieu of overtime.

3. Supervisors establish and inform employees of specific work schedules and call-in procedures, including normal start times, break times, meal schedules and ending times. A supervisor has the responsibility to rearrange work schedules to meet the operating needs of the department, which could include changing the workweek schedule, requiring overtime or reducing work hours.

4. Reliable, consistent attendance is an important requirement for all employees. Employees are required to obtain advance approval for all time off and for ensuring reliable attendance. Employees who are scheduled to work are expected to make all necessary arrangements to be at work for the full scheduled time.

5. For the purposes of payroll administration, each workweek begins at 12:00 a.m. midnight on Sunday morning and ends at 11:59 p.m. on Saturday night.

6. Many jobs at Lipscomb have considerable flexibility that allow employees to move around their work area and perform functions that are not work-related, such as getting coffee or going to the restroom. In cases where work can be accomplished in a flexible manner, official paid break times are not scheduled. All hourly employees are required to clock out for lunch for at least 30 minutes during any shift for which they work six (6) or more hours. The lunch break should be taken out of the work area. When an employee is not clocked in, the employee should not perform work of any kind. In the event an employee performs any work, the employee will first need to clock back in. All lunch and break times may not be in the first or last hour of the work day, nor can they be combined for a larger period of time. For hourly jobs with limited flexibility, supervisors are required to schedule two paid 15-minute breaks during the regular work day.

7. Staff members who work in service operations may automatically have 30 minutes deducted from their daily hours worked in Lipscomb’s electronic timekeeping system to reflect their lunch break. In the event that such a staff member does not take a lunch break or the lunch break is longer than 30 minutes the staff member will need to contact his or her supervisor to adjust the hours worked.

8. During scheduled hours, employees are expected to devote themselves fully to assigned duties. Private telephone calls, texting, “surfing” the Internet, personal visits and other personal business must not interfere with the performance of an employee’s duties.
9. In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to employees, Lipscomb prohibits solicitation on its property by any non-employee without permission from the Lipscomb administration. Anyone who comes on Lipscomb property to solicit its employees without permission for any reason may be asked to leave, and, if necessary, escorted off the premises. During work time, employees are expected to devote their time to work activities. Employees may not distribute soliciting materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during work time, whether in-person or through email or other electronic communications. Employees who are not on work time (e.g., at lunchtime or on a break) may not solicit employees who are on work time for any cause. Any permitted solicitation activities make take place only during break times and other non-work times in areas where employees will not disturb other employees who are working.

10. Because of the residential nature of Lipscomb’s campus, many units of the university must function irrespective of adverse weather conditions. In general, Lipscomb does not make special provision for absences in connection with snow or inclement weather. In the event of inclement weather, an employee who is scheduled to work is expected to make every effort to be at work for his or her full shift, although employees are advised to avoid undue risks in traveling. If an employee is unable to work because of severe weather conditions, the employee may use accrued vacation or take leave without pay for hours not worked. On the rare occasion of severe inclement weather, however, Lipscomb may modify the official work hours for the day. In these situations, employees will be notified by email of the official work hours for the day and will not be expected to use accrued vacation or take leave without pay for hours not worked.

**Personal Appearance**

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean as determined by the requirements of each employee’s work area. Dress and appearance should not be offensive to others with whom an employee interacts throughout the workday.

**Fair Labor Standards Act**

The Fair Labor Standards Act of 1938, as amended (“FLSA”), is a federal law that requires most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at one and one-half (1½) times the regular rate of pay for all hours worked over 40 hours in a workweek.

Section 13(a)(1) of the FLSA provides an exemption from both the minimum wage and overtime pay requirements for employees who are employed in a bona fide executive, administrative, professional or outside sales capacity. Section 13(a)(17) of the FLSA
also exempts employees who provide computer services. To qualify for an exemption, employees generally must meet certain tests regarding their job duties and be paid a minimum salary level per week in an amount specified by the Department of Labor. The minimum salary requirement does not apply to employees whose primary duty is teaching, as well as certain other job duties. Job titles do not determine exempt status. In order for an exemption to apply, an employee’s specific job duties and salary must meet all the requirements of the Department of Labor’s regulations.

Overtime

Some hourly employees may be expected to work more than 40 hours in a workweek to meet departmental needs. Before an hourly employee may work overtime, however, the employee should first obtain advance supervisor approval. Any employee who works overtime without supervisor approval may be subject to disciplinary action, including termination of employment. Hourly employees will receive overtime pay at one and one-half (1½) times the regular rate of pay for all hours worked over 40 hours in a workweek. Exempt employees are not eligible for overtime.

Deductions from Pay

It is Lipscomb’s policy to comply with the requirements of the FLSA. Therefore, no Lipscomb manager may make any improper deductions from the salary of an exempt employee.

Deductions from an exempt employee’s pay are permissible in the following circumstances:

- The employee is absent from work for one or more full days for personal reasons other than vacation, sickness or disability;
- To offset amounts an employee receives in connection with jury or witness fees, or for military pay; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Further, Lipscomb is not required to pay an exempt employee’s full salary with respect to the following:

- For the initial or terminal week of employment;
- For penalties imposed in good faith for infractions of safety rules of major significance; or
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

In the foregoing circumstances, deductions for either a partial day or full day may be made.
Improper Deductions

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report the information to his or her direct supervisor, or to the Office of Human Resources.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the effected employee will be promptly reimbursed for any improper deduction.

Timekeeping

Lipscomb’s hourly employees must use Kronos, an electronic timekeeping system, to record hours worked. It is the responsibility of each employee and his or her supervisor to record time accurately. Incomplete or inaccurate time records could result in a delayed payment for wages. Instructions for using Kronos are available at myLipscomb/Employee Homepage/Quick Links.

Falsification of time records may result in disciplinary action, including termination of employment.

Travel Pay for Hourly Employees

Travel for business purposes is compensable for hourly employees and paid as any other time worked. An employee will not be compensated, however, for commuting to or from the workplace. For work-related travel that occurs during normal work hours (8 a.m. to 5 p.m.) on normal workdays or weekends, all authorized travel time is compensable and should be recorded as hours worked. Travel time within normal work hours will be paid at the employee’s regular hourly rate and will be factored into overtime calculations. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel time outside of the normal work hours is not compensable, unless the hourly employee is driving a vehicle or working while riding as a passenger. An employee will receive his or her regular hourly rate for all travel time spent as the driver of a vehicle, and this time will be factored into overtime calculations. If an hourly employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

With respect to flights for business purposes, travel time includes the time an employee arrives at the airport until the time the employee reaches his or her destination. If an employee is traveling to a location, then the destination is either the hotel or the worksite (if the employee travels directly from the airport to work). If the employee is
returning home from a location, the destination is the airport of final arrival. Travel between the hotel and worksite is considered normal commuting time and is not eligible for compensation. Meal periods should be deducted from all travel time.

**Electronic Communications for Hourly Employees**

Employees may perform job duties using a variety of electronic communications depending on the nature of the work and responsibilities involved. Some of the required communications might include phone calls, text messages and emails. As with other types of authorized work, all time spent by hourly employees engaging in electronic communications for work purposes will be considered hours worked and will be compensable and factored into overtime calculations. To avoid incurring unnecessary expenses, hourly employees should not check, read, send or respond to work-related electronic communications outside of regularly scheduled work hours unless required by the appropriate supervisor or authorized based on job responsibilities. Hourly employees who use electronic communications for work-related purposes during unauthorized times may be subject to disciplinary action, including termination of employment.

**Paydays**

Generally, hourly and part-time employees are paid once every two weeks and exempt staff and faculty are paid on the last day of each month.

**Hiring/Position Change Orientation Period**

All employees who are newly hired or change positions will serve an orientation period for up to 90 days. The period is intended for mutually assessing whether the employee can effectively perform assigned duties and whether the employee experiences satisfaction with the position. Employees may generally be terminated at any time, with or without cause or notice, during the orientation period and will not have access to the grievance complaint process during such period. If a staff member fails to meet expectations during the orientation period, the supervisor may undertake a performance improvement plan for the employee, although such a plan is not required and immediate termination of employment may occur.

If an employee’s performance during the orientation period has not yielded enough information for the supervisor to make a thorough assessment, the supervisor may elect to extend the orientation period. If this decision is made, written documentation should be given to the employee and sent to the Office of Human Resources.

At the end of the orientation period, the staff member’s supervisor should perform a written evaluation. The employee will receive full employment status if the evaluation is satisfactory. If an unsatisfactory performance evaluation results, either the staff member’s orientation period will be extended up to 30 days or employment will be
terminated. Employees who complete the orientation period generally remain an at-will employee as specified in this handbook and are not necessarily entitled to promotion.

Transfers and Promotions

Employees who wish to transfer to a different position or apply for a promotion can find available positions posted on the Human Resources page of Lipscomb’s website. Employees interested in applying for an internal position must apply through the Lipscomb website. Employees must have been in their current position for one year before they can transfer to another position. The appropriate supervisor and the Office of Human Resources must approve any exception to this requirement. To be eligible for a transfer, an employee must be in good standing with no disciplinary actions in the previous six months.

The existing supervisor of an employee who applies for another position at Lipscomb must provide a reference to the supervisor for the new position before the employee candidate is offered the new position. If the transfer has been approved, the employee must remain in his or her existing position for two weeks prior to the transfer. All transferred employees will be subject to the standard, 90-day orientation period. For more information, see the section above entitled “Hiring/Position Change Orientation Period.”

If an employee transfers to a new or different position, the employee’s salary will be adjusted based on the guidelines for the new position. Therefore, it is possible that the employee’s salary may decrease if the new position has a lower salary range. If the employee’s existing salary is at the top of the salary range for the new position, the employee’s salary might not increase as a result of the transfer.

Job Performance Evaluation

Employees will receive a performance evaluation after the initial 90-day orientation period. Supervisors will conduct employee evaluations in a formal, written manner. Evaluations will be completed annually after the initial orientation evaluation.

Job Descriptions

All positions will have a job description that includes the specific functions and requirements of the position. Employees can receive a copy of their job description from their supervisor or the Office of Human Resources.

Employee Files

An official employee file shall be maintained for each employee. The file is confidential, with limited access, and will generally include an employee application or resume, verification of credentials, references, background check and performance evaluation reports. Only the employee, senior leadership, the Office of Human Resources, and the
immediate supervisor may access an employee’s personnel file, unless otherwise required by applicable law. All employee files are subject to mandatory disclosure as may be required by applicable law, such as court orders, subpoenas and governmental investigations.

When responding to requests for references from a prospective employer, information other than dates of employment, full-time or part-time status and position title contained in an employee’s personnel record will not be released to anyone without written authorization from the affected employee. All requests for references must be completed by the Office of Human Resources.

All documents related to employment action for employees will be maintained by the Office of Human Resources.

**Work from Home**

Lipscomb recognizes that there may be circumstances when it would be beneficial or necessary for certain employees to work from home, either on a permanent or short-term basis. This arrangement is not available to all employees, as the requirements of some jobs will not be suitable for working from home.

Before a staff member may work from home, the employee must first submit an appropriate request to his or her supervisor in advance. If the supervisor approves the work-at-home arrangement, the request must be submitted to the Office Human Resources for final approval. Until a work-at-home arrangement is approved, all employees must continue to report to work as normally scheduled. Lipscomb reserves the right to review, change or end any work-at-home arrangement if and when it deems that the arrangement is no longer effective or poses an undue hardship to the institution or applicable department.

Employees who work remotely must adhere to all applicable policies in this handbook, including, without limitation, work hours, benefits, compensation, and leave scheduling. Employees who work remotely are expected to be available by telephone and email during normal working hours as if they had continued working at Lipscomb’s campus. Benefit status will not be affected by participation in flexible work arrangement, unless the employee’s regular work hours decrease in connection with a permanent work-at-home arrangement. If an employee needs to modify an established work schedule, including overtime or time off, as a result of working from home, normal procedures should be followed to make the request. Vacation and sick leave for an employee working from home are subject to the standard restrictions set forth in this handbook.

An employee working remotely is responsible for establishing and maintaining a safe, adequate and ergonomic workspace. Care of Lipscomb-owned equipment, supplies, and records is the responsibility of the employee. The employee must return such items to their appropriate location on Lipscomb’s campus when no longer needed for the work-at-home arrangement, or when otherwise requested. Equipment owned or
provided by the employee is to be used at no cost or risk to Lipscomb and must be maintained by the employee. Any exceptions to the foregoing requirements should be documented and approved in advance by the appropriate supervisor. An employee working from home is responsible for all operating costs, maintenance, and other incidental costs associated with working remotely.

Copies of all work-related records, papers, and correspondence must be safeguarded by each employee to protect them from unauthorized disclosure, loss, or damage, and to ensure their return to the appropriate location. It is the duty of any employee working from home to take all reasonable precautions to protect information that is stored offsite relating to his or her employment. Employees working from home need to consider access that other people residing in or visiting the home may have to work-related information. Release or destruction of any work-related records should only be performed in accordance with Lipscomb’s policies and procedures.

Conflicts of Interest

Lipscomb expects all employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of Lipscomb and the conduct of its affairs. Business dealings that represent, or appear to represent, a conflict between the interests of Lipscomb and a staff member are unacceptable. Lipscomb recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to Lipscomb. If a staff member has a question regarding a possible conflict of interest, he/she should discuss the matter with his/her immediate supervisor.

Romantic Relationships

Romantic relationships between employees and students are prohibited, and romantic relationships between certain employees are discouraged. For more information, please refer to Lipscomb’s romantic relationship policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Romantic Relationship Policy.

Family Members in the Workplace

Family members are generally welcome to visit employees in their work environment, but must do so in a reasonable manner and at a reasonable time that does not disrupt the workplace. Occasions may arise requiring an employee to bring a family member to work. These occasions should be limited, however, based on extenuating circumstances. Employees should not bring their children to their work environment on a regular basis in lieu of external childcare.
Employment of Relatives

The hiring of relatives of Lipscomb’s existing trustees, officers or employees is generally not prohibited. Certain restrictions have been established, however, to help prevent ethical, supervisory and morale issues.

Applications for employment from relatives, close family members or in-laws of trustees or employees of Lipscomb may be accepted and considered, but such applicants shall not be hired or transferred into positions where they would or could directly or indirectly supervise or be supervised by another relative, close family member or in-law unless approved in advance by Lipscomb’s President. Further, such employees, unless approved in advance by Lipscomb’s President, shall not be placed in positions where:

- They work with or have access to sensitive information regarding a relative, close family member or in-law;
- There is an actual or apparent conflict of interest; or
- Interaction or potential interaction between relatives, close family members or in-laws is deemed by Lipscomb’s President to be against Lipscomb’s best interest.

Proprietary and Confidential Information

During the course of employment at Lipscomb, many employees may work with or have access to student information, business systems, future plans and other information that Lipscomb considers confidential. Employees must protect any and all confidential information by safeguarding it at all times and using such information only in the interest of Lipscomb. Employees may use or disclose information learned or acquired through their association with Lipscomb only for the performance of his or her job or as otherwise permitted by law. Further, information acquired by an employee in the course of his or her employment with Lipscomb must not be used for the employee’s individual benefit.

Education records of Lipscomb students are subject to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), and employees who have access to such records must comply with the requirements of FERPA. For more information about FERPA and its restrictions, please refer to the applicable section in the Student Handbook.

Lipscomb is similarly committed to respect the property rights of others. Employees must use legal and ethical resources to prevent the tainting of Lipscomb’s operations with the improper introduction of proprietary information or trade secrets of third parties. Employees from a former employer may be bound by a nondisclosure obligation to the former employer, and Lipscomb expects any such employee to fulfill this obligation. Employees must refrain from sharing, disclosing or using in Lipscomb’s operations any proprietary information or trade secrets belonging to a former employer. Substantial civil and criminal penalties could be levied against Lipscomb or an employee for misappropriating trade secrets. If an employee has questions about whether certain
information constitutes a trade secret or proprietary information of a third party, please contact the Office of General Counsel.

**Gifts, Gratuities and Business Courtesies**

Lipscomb employees should avoid any actions that create a perception that favorable treatment of a third party was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom Lipscomb does or may do business. Lipscomb employees must not give or accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements in violation of applicable law or other Lipscomb policy, or could cause embarrassment or reflect negatively on Lipscomb’s reputation.

**Accepting Business Courtesies**

Most business courtesies offered to employees in the course of employment are offered because of the employee’s position at Lipscomb. Employees should not feel any entitlement to accept and keep a business courtesy. Although employees may not use their position at Lipscomb to obtain business courtesies, and employees should not ask for them, employees may accept unsolicited business courtesies that promote successful working relationships and good will with third parties that have or seek to develop a business relationship with Lipscomb.

Employees who award contracts to third parties, who can influence the allocation of business to third parties, or who negotiate contracts with third parties must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect Lipscomb’s reputation for impartiality and fair dealing.

**Meals, Refreshments and Entertainment**

Employees may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- The courtesies are not inappropriately lavish or excessive;
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity;
- The courtesies do not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future; and
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her supervisor or co-worker or having the courtesies known by the public.
Gifts

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion; and
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from third parties with whom Lipscomb does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than $100 may not be accepted unless approval is obtained from Lipscomb’s administration.

Employees with questions about accepting business courtesies should talk to their supervisors or the Office of Human Resources.

Intellectual Property

Lipscomb is generally the sole owner of all intellectual property created through the use of Lipscomb’s resources or facilities, supported directly or indirectly by funds administered by Lipscomb, developed within the scope of the employment by employees, agreed in writing to be a specially commissioned work, or assigned in writing to Lipscomb. For more information, please refer to Lipscomb’s intellectual property policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Intellectual Property Policy.

Grievance Resolution Procedure

If any action is taken against an employee that is documented in the employee’s record (e.g., disciplinary action, a job change, a supervisor change or a pay change) or an employee has a work-related problem or complaint, the employee should promptly discuss the matter with his or her immediate supervisor. If the discussion does not resolve the matter to the employee’s satisfaction, the employee may seek resolution by promptly filing a written statement with the Office of Human Resources. If discussion with the Office of Human Resources does not resolve the matter to the employee’s satisfaction, the Office of Human Resources will help coordinate a review of the matter by the appropriate Lipscomb administrator.

Academic Freedom Grievance/Complaint Process

Staff members who desire to formally question an exercise of academic freedom by a faculty member should first follow the grievance resolution procedure outlined above. In the event that this process does not produce satisfactory resolution, the matter should be referred to the Office of the Provost to review the complaint. The Office of the
Provost will discuss the situation with the faculty member and the staff member to reach a resolution. Based on these conversations, the Office of the Provost, in consultation with the President and the college dean under whom the faculty member serves, will determine if the faculty member has violated any religious tenets held by Lipscomb or has undermined the basic purposes of the institution.

In the event that the faculty member is not found in violation of Lipscomb policies, the matter will be closed. A copy of the proceedings of the hearings and final decision will be included in the faculty member’s file. In the event that the faculty member is found to be in violation of Lipscomb policies, the faculty member may choose to appeal the decision by following the grievance and appeal process set forth in the Faculty Handbook. The final decision will be communicated to all involved parties.

**Whistleblower Policy**

Lipscomb is committed to providing all members of the Lipscomb community, including students, employees, alumni, vendors and guests, with a safe and productive environment. If any member of the Lipscomb community has reason to believe or reasonably suspect that Lipscomb or any of its agents is acting contrary to any applicable federal, state, or local laws or regulations, or contrary to any established Lipscomb policy, that person may report such action or activity without fear of reprisal or retaliation. For more information, please refer to Lipscomb’s whistleblower policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Whistleblower Policy.

**Complaint Procedures with SACSCOC or its Accredited Institutions**

Lipscomb is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) to award associate, baccalaureate, masters and doctoral degrees. SACSCOC recognizes the value of information provided by students, employees and others in determining whether an institution’s performance is consistent with SACSCOC standards for obtaining or maintaining accreditation. Students, employees and others may submit a complaint to SACSCOC against any member institution. In order to be considered, a formal complaint must be submitted in writing using SACSCOC’s “Complaint against Institutions: Information Sheet and Form,” signed, and two copies sent to: President, SACSCOC, 1866 Southern Lane, Decatur, GA, 30033-4097. Information, forms and instructions regarding SACSCOC and its complaint procedures are available at: lipscomb.edu/information, under the link entitled “Complaints made against the Commission or the University.”

**Recording without Permission**

No employee may audio or video record any conversation, discussion or meeting with one or more Lipscomb employees without the informed consent of all parties.
Tobacco Usage

Employees are not permitted to use any form of tobacco at any Lipscomb campus. For more information, please refer to Lipscomb’s alcohol and drug policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Alcohol and Drug Policy.

Substance Abuse

The purchase, possession, use, or sale of any illegal drugs or controlled substances by any employee is prohibited. For more information, please refer to Lipscomb’s alcohol and drug policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Alcohol and Drug Policy.

Lipscomb is committed to achieving a drug-free workplace and will support those who voluntarily take steps to rid themselves of illegal drug use, alcohol abuse or prescription drug abuse.

Drug Testing

Lipscomb reserves the right to request that any employee take a test to determine if illegal drugs, controlled substances, unauthorized or misused prescription drugs, alcohol or other intoxicants are present in the employee’s body. Lipscomb may make such a request upon reasonable suspicion of a violation of the alcohol and drug policy. Upon an objectively reasonable basis for testing, Lipscomb may also require an employee who reports, incurs or may have contributed to a work-related injury or illness to take a drug test, which test must be taken as soon as practical, but not to exceed 24 hours, after the incident. An employee may be subject to disciplinary action, including termination of employment, if a drug test indicates the presence of a prohibited substance.

Any employee who refuses to take a drug test reasonably requested by Lipscomb or who attempts to delay, tamper with, or interfere with the testing procedure or results in any way may be subject to disciplinary action, including termination of employment.

Workplace Violence

Lipscomb encourages and provides a safe working environment for all employees. In order to maintain a safe workplace, any kind of conduct or threats that could lead to or result in workplace violence is strictly prohibited. Such conduct includes, without limitation, the following:

- Assault;
- Direct threats of violence, or physical intimidation;
- Implications or suggestions of violence;
- Physical restraint or confinement;
- Dangerous or threatening horseplay;
• Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment;
• Intentional or reckless disregard for the safety or well-being of others;
• Commission of a violent felony or misdemeanor on Lipscomb property; and
• Any other act that a reasonable person would perceive as constituting a threat of violence.

Employees who engage in any such conduct may be subject to disciplinary action, including termination of employment. Lipscomb may take any and all reasonable measures, including restraining or protective orders, to protect a threatened employee, student or property, and Lipscomb reserves the right to notify appropriate law enforcement with respect to any improper conduct by an employee. Lipscomb will endeavor to work with a threatened employee and his or her department to develop a workplace safety plan.

**Weapons**

The use or possession of any firearm or other lethal weapon or device (including, without limitation, bows, crossbows, ammunition or explosives) is strictly prohibited on Lipscomb’s campus. Under Tennessee law, it is a felony for any person to possess or carry, whether openly or concealed, any firearm, explosive, explosive weapon, bowie knife, hawk bill knife, ice pick, dagger, slingshot, leaded cane, switchblade knife, blackjack, knuckles or any other weapon of like kind, not used solely for instructional or school-sanctioned ceremonial purposes, in any school building or bus, on any campus, grounds, recreation area, athletic field, or any other property owned, operated or in use by Lipscomb.

No weapon of any kind may be stored or kept in any building or vehicle on campus.

FELONY. State law prescribes a maximum penalty of six (6) years imprisonment and a fine not to exceed three thousand dollars ($3,000) for carrying weapons on school property.

Exemptions to the foregoing restrictions include public law enforcement officers and specifically approved, trained and registered security officers in Lipscomb’s Office of Security and Safety.

**Background Investigations**

Lipscomb reserves the right to investigate background information of any Lipscomb employee and to take appropriate action based on the results of such investigation at any time, consistent with applicable law. Background information may include, but is not limited to, employment and primary source verification of education, personal references, driving history (including traffic citations) for employees whose duties may include work-related driving, social security number verification, present and former addresses, criminal and civil court history/records and any other public record.
Employees must promptly notify their supervisor or the Office of Human Resources of any felony or misdemeanor arrest with respect to domestic violence, sexual violence, child abuse, assault, a drug-related offense, driving under the influence or driving while intoxicated. Employees must also notify their supervisor or the Office of Human Resources of any felony or misdemeanor conviction no later than five days after such conviction. A conviction includes a finding of guilt, a plea of *nolo contendere*, or imposition of a sentence by any federal or state judicial body. Failure to provide timely notice of an arrest or conviction may result in disciplinary action, including termination of employment. An arrest or conviction will not necessarily bar continued employment with Lipscomb. Instead, the Office of Human Resources will conduct an individualized inquiry into the nature and circumstances of the arrest or conviction in relation to the employee’s position and will provide the employee with an opportunity to explain the circumstances before any final decision is made about the impact on continued employment.

**Work-Related Searches**

In order to enforce Lipscomb’s policies, stop theft, prevent workplace violence, prevent harassment and otherwise protect the interests of Lipscomb, its students and its employees, Lipscomb may conduct unannounced searches of Lipscomb property upon reasonable suspicion of improper activity or possession of improper property. In this regard, Lipscomb property may include, but is not limited to, offices, desks, file cabinets, computer files, emails, text messages and other electronic data on Lipscomb-provided computers and electronic devices. To the extent possible, Lipscomb will conduct searches in a manner that respects the dignity and privacy of all employees. Lipscomb will not force any employee to consent to a search; however, not consenting to a search may result in disciplinary action, including termination of employment. Employees who have concerns about the manner in which a search was conducted should immediately contact the Office of Human Resources.

**Workplace Health and Safety**

Lipscomb strives to provide safe working conditions for its employees. No employee will knowingly be required to work in an unsafe environment. Safety is the responsibility of all employees and each employee is expected to do everything reasonable and necessary to keep Lipscomb a safe place to work. For information regarding safety procedures, please contact the Office of Risk Management Office.

**Workers’ Compensation**

Lipscomb provides all employees with workers’ compensation insurance coverage, which provides full medical coverage for any work-related injury. Any employee who sustains an injury on the job should immediately report the injury to his or her supervisor. If the injury occurs during regular business hours, the employee should immediately go to the Health Center to complete an accident report and receive further
instructions. If the injury occurs after normal business hours and immediate medical care is needed, the employee should immediately report the injury to his or her supervisor, and the supervisor should advise the employee where to seek medical treatment. An accident report should be completed by the next business day and given to the Health Center. If the employee leaves the work site for his or her initial evaluation, the employee will be compensated for the initial visit if it occurs during normal work hours. However, if the employee has ongoing appointments associated with an injury, the employee must use his or her accrued sick or vacation time if the appointments are during normal work hours. If the employee does not have accrued but unused sick or vacation time, he or she must take leave without pay for such appointments.
Leave Categories

Vacation

Lipscomb provides a vacation program for its full-time, benefit-eligible staff members. Vacation days begin accruing on the staff member’s hire date. Non-exempt staff members must use leave in a minimum of half-hour (30 minute) increments. Exempt staff members may take leave in half-day or full-day increments. The number of hours corresponding to a half-day of leave depends on the staff member’s regular schedule (e.g., four hours equals a half-day for an eight-hour schedule, and five hours equals a half day for a 10-hour schedule).

Requests for vacation time should be scheduled and approved in advance by the staff member’s supervisor. Staff members are required to use all accrued vacation or sick leave as part of any approved leave under the Family and Medical Leave Act or other similar leave provided under state or local law unless they are receiving payments related to workers’ compensation.

Lipscomb will not pay to a staff member the amount of any unused vacation or holiday time (whether or not accrued) at the end of employment, whether for retirement, resignation, termination or otherwise. Upon the death of a staff member, however, the staff member’s beneficiary will be paid the amount of any unused vacation time. If a staff member has used more vacation or sick time than has accrued as of the end of his or her employment, Lipscomb may deduct the amount of such leave from the staff member’s final paycheck.

Staff members must use all accrued vacation time during the year it is accrued. However, a staff member may roll over up to five accrued but unused vacation days to the next anniversary year.

Staff members accrue vacation time at the following rates, depending on the average number of hours worked per workweek:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Worked</th>
<th>Annual Accrual</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 2 years</td>
<td>40</td>
<td>10 days</td>
<td>6.67 hours</td>
</tr>
<tr>
<td>3-6 years</td>
<td>40</td>
<td>15 days</td>
<td>10.00 hours</td>
</tr>
<tr>
<td>7+ years</td>
<td>40</td>
<td>20 days</td>
<td>13.33 hours</td>
</tr>
<tr>
<td>Up to 2 years</td>
<td>30-40</td>
<td>7.5 days</td>
<td>5 hours</td>
</tr>
<tr>
<td>3-6 years</td>
<td>30-40</td>
<td>11.25 days</td>
<td>7.5 hours</td>
</tr>
<tr>
<td>7+ years</td>
<td>30-40</td>
<td>15 days</td>
<td>10 hours</td>
</tr>
</tbody>
</table>

Staff members who work a 10- or 11-month schedule, however, accrue vacation time on a prorated basis. For more information, please refer to the section below entitled “Leave for Staff on a 10-month or 11-month Schedule.”
Sick Leave

Sick leave may be used when a staff member is unable to work due to illness or injury, when the staff member has scheduled a medical or dental procedure or checkup, or under some circumstances to care for a family member who is ill. A staff member desiring to use sick leave must notify his or her supervisor in advance, or as soon as practicable, if he or she will be unable to work. If a staff member has sick leave lasting more than three consecutive workdays, a written note from a physician allowing the staff member to return to work may be required. For more information about certain extended leaves of absence, please refer to the section below entitled “Family and Medical Leave.”

Full-time, benefit-eligible staff members accrue one day of sick leave (or up to eight hours, prorated based on the number of hours the staff member is paid in a two-week pay period) during each month of paid status. A staff member may roll over all accrued but unused sick leave to the next anniversary year, but the maximum amount of sick leave that any staff member may accrue is 130 days.

Hourly staff members must document sick leave and vacation leave in Kronos, and exempt staff members must document such leave on the appropriate leave form and submit the completed form to the Office of Human Resources on a monthly basis.

Staff members are not eligible to use vacation or sick leave until after their 90-day orientation period has ended. Unused sick leave will be forfeited at the time a staff member ends full-time employment with Lipscomb.

Holidays

Lipscomb generally recognizes 14 paid holidays during the year, as modified or adjusted at the President’s discretion. An employee must be full-time (i.e., work a regular schedule of 30 hours or more per workweek) to be eligible for paid holidays. Each holiday benefit is prorated based on an employee’s work schedule, but may not exceed eight (8) hours for any holiday. For example, if an employee regularly works 30 hours per workweek, the employee would be paid for six (6) hours of work in connection with a given holiday. However, if an employee regularly works 40 hours per workweek, but regularly works 10 hours per day, the employee would only be paid for eight (8) hours of work in connection with a given holiday.

Lipscomb generally recognizes the following 14 paid holidays during the year:

- New Year’s Day;
- Martin Luther King, Jr. Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Fall Break Day;
- Thanksgiving Day;
• Day after Thanksgiving;
• Five days at Christmas; and
• Staff member’s birthday.

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

If an employee is unable to take a holiday at the time it occurs, the employee may take the holiday on another date within 60 days of the date of the holiday. An employee must obtain his or her supervisor’s approval before taking a holiday on another day.

**Leave for Staff on a 10-month or 11-month Schedule**

Staff members who work on a 10- or 11-month schedule per year will receive a prorated amount of leave and accrual based on the proportion of their work time. For example, a 10-month staff member will accrue leave at 83% of the rates listed above, and an 11-month staff member will accrue leave at 92% of the rates listed above.

**Family and Medical Leave**

Eligible employees may take family and medical leave in accordance with the terms of the Family and Medical Leave Act ("FMLA"). “Family and medical leave” is an approved absence for qualified reasons available to eligible employees for up to 12 weeks (26 weeks to care for a covered service member, or four months for “maternity leave” under state law) of unpaid, job-protected leave in a 12-month period of time.

In general, family or medical leave may be taken:
• For the birth of a child, and to care for the newborn child (up to four months of leave under state law);
• For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
• To care for a child, spouse, or parent (but not a parent-in-law) who has a serious health condition;
• When the employee is unable to perform one or more of the functions of his or her position because of the employee’s own serious health condition;
• For a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, child, or parent who is in the U.S. armed forces (including the National Guard or Reserves); or
• To care for a covered service member in the U.S. armed forces (including the National Guard or Reserves) with a serious illness or injury if the employee is the service member’s spouse, child, parent or next of kin of the service member (up to 26 weeks of leave).
To be eligible for family and medical leave, an employee generally must have been employed by Lipscomb for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave.

An employee may take up to 12 weeks (26 weeks to care for a covered service member, or 16 weeks for “maternity leave” under state law) of family and medical leave once every 12 months. This 12-month cycle begins on the first day that an employee begins family and medical leave.

If an employee takes family and medical leave for the birth, adoption or foster care placement of a child, the leave must be taken within 12 months of the birth or placement.

If an employee on leave is a salaried employee who is among the highest paid ten percent of all Lipscomb employees within 75 miles of the employee’s worksite, and returning the employee to his or her position would result in substantial and grievous economic injury to Lipscomb, Lipscomb may deny reinstatement to the employee on leave. Lipscomb will notify such employees in accordance with the terms of the FMLA if it intends to deny reinstatement for such a reason.

**Maternity Leave under Tennessee Law**

Under Tennessee law, an employee is generally entitled to four months of job-protected leave for adoption, pregnancy, childbirth and nursing an infant. Any maternity leave under Tennessee law will run concurrently with leave under the FMLA.

To be eligible for the unpaid “maternity leave” under Tennessee law, an employee must give at least three months’ advance notice to the Office of Human Resources of his or her anticipated date of departure for such leave, the length of leave, and the employee’s intention to return to full-time employment after leave, unless a medical emergency necessitates that leave begin earlier than anticipated or notice of adoption was received less than three months in advance. An employee who provides such notice will be restored to his or her previous position or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of his or her leave. However, if an employee’s job position is so unique that Lipscomb cannot, after reasonable efforts, fill that position temporarily, then Lipscomb may not be required to reinstate the employee at the end of the “maternity leave.”

An employee may not use “maternity leave” to actively pursue other employment opportunities, and may not work part-time or full-time for another employer during such leave.
Conditions and Restrictions for Family and Medical Leave

Certification
Lipscomb requires an employee to provide certification to support a claim for leave related to any of the following:

- The employee’s own serious health condition;
- To care for a child, spouse, or parent who has a serious health condition;
- For the birth, adoption or placement of child in foster care;
- For a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, child, or parent who is in the U.S. armed forces; or
- To care for a child, spouse, parent, or next of kin who is a service member with a serious illness or injury.

For the employee’s own medical leave, the certification must include a statement that the employee is unable to perform one or more of the functions of his or her position. For leave to care for a child, spouse, or parent with a serious health condition, or for military caregiver leave, the certification must include an estimate of the amount of time the employee is needed to provide care. Any expense incurred in providing an initial certification or a recertification, if required, is the responsibility of the employee. In some situations, Lipscomb may require a second medical opinion, which will be paid by Lipscomb. If the first and second opinions differ, Lipscomb may require the binding opinion of a third provider, approved jointly by Lipscomb and the employee and paid by Lipscomb. If an employee fails to provide timely certification to support a qualified claim for leave, the family and medical leave may be denied. If family and medical leave is denied, then the absence will be treated as unexcused and Lipscomb may take appropriate disciplinary action, including termination of employment.

Intermittent or Reduced Leave
Leave may be taken intermittently or on a reduced leave schedule when medically necessary. If leave is requested on this basis, however, Lipscomb may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Lipscomb’s operations. Leave related to a “qualifying exigency” arising out of the foreign deployment of an employee’s spouse, child, or parent who is in the U.S. armed forces may be taken on an intermittent basis. Leave may also be taken intermittently or on a reduced leave schedule to care for the employee’s child during the first 12 months after birth, adoption or foster care.

Spouses Combined Leave
Spouses who are both employed by Lipscomb are entitled to a combined total of 12 weeks of leave (rather than 12 weeks of leave each) for the birth of a child, adoption of a child, place of a child with the employee for foster care, or for the care of a parent with a serious health condition. Spouses who are both employed by Lipscomb are entitled to a total of 26 weeks of family and medical leave to care for a child, spouse, parent, or
next of kin who is a service member with a serious illness or injury, or a combination of military caregiver leave and any other covered family and medical leave is taken in a 12-month period.

Notification and Reporting Requirements
When the need for family and medical leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Lipscomb’s operations. In cases of a serious health condition, the employee will be required to report periodically on his or her leave status and intention to return to work. Employees must provide sufficient information on the applicable certification form for Lipscomb to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees also must inform Lipscomb if the requested leave is for a reason for which qualified family and medical leave was previously taken or certified.

Procedures
A request for family and medical leave can be made by the employee or through his or her supervisor. The Family and Medical Leave of Absence Form, which is available from the Office of Human Resources, should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approval, and forwarded to the Office of Human Resources. This form should be submitted 30 days in advance of the effective date of the leave, if the need for leave is foreseeable. In the event of unforeseen circumstances, the employee must notify his or her supervisor as soon as practicable (but no later than the next business day) upon learning of a need for leave. Within five business days of an employee properly requesting family and medical leave or Lipscomb learning that an employee’s absence from work may be for a qualifying reason under the FMLA, the Office of Human Resources will provide a Notice of Eligibility and Rights and Responsibilities Form to the employee along with the applicable certification form.

All requests for family and medical leave in connection with a serious health condition must include sufficient medical certification stating:

• The date on which the serious health condition commenced;
• The probable duration of the condition; and
• The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of family medical leave to care for a child, spouse, or parent with a serious health condition, or for military caregiver leave, the certificate should provide an estimate of the amount of time that the employee is needed to provide such care.
With respect to family and medical leave for an employee’s serious health condition, the employee must be unable to perform one or more of the essential functions of his or her position and provide a medical certification to that effect.

In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the certificate must state the dates on which such treatment is expected to be given and the duration of such treatment.

Employees have 15 calendar days to return the completed certification form for review by the Office of Human Resources.

After the employee timely returns the completed medical certification, Lipscomb will provide the employee with a Designation Notice Form within five business days, absent extenuating circumstances. The form will specify whether or not the leave will be designated and counted as family and medical leave. The form may also indicate if the certification is incomplete or insufficient and, in such cases, will notify the employee as to any additional information that may be necessary to make the certification complete and sufficient. The employee will have seven calendar days to cure any deficiency in the certification. If the deficiencies are not sufficiently cured, Lipscomb may deny the request for family and medical leave. If an employee does not timely return a proper certification, Lipscomb may deny the request for family and medical leave until the requisite certification is provided.

Lipscomb may request recertification consistent with the provisions of the FMLA.

**Return to Work**

Employees who timely return from approved family and medical leave will be reinstated to the same position or an alternative position with equivalent pay, benefits, working conditions, and job responsibilities. For family and medical leave that is not on an intermittent basis and relates to an employee’s serious health condition, the employee must submit documentation from his or her treating provider to the Office of Human Resources regarding the employee’s release to return to work. Reinstatement to employment may be delayed until an employee provides this form. An employee who does not provide this form or request additional leave will not be entitled to reinstatement.

**Miscellaneous**

As with all leaves of absence, family and medical leave may not be used to seek alternative employment opportunities or to fulfill other employment obligations, including self-employment.

Misrepresentations made regarding the reason for family and medical leave or using family and medical leave time for purposes inconsistent with the stated reason for the leave may result in disciplinary action, including termination of employment.
An employee’s use of family and medical leave will not be considered a negative factor in employment actions such as transfers, promotions, or disciplinary action. Family and medical leave will not count against an employee under any Lipscomb attendance policy.

For more information about the FMLA, please refer to the Department of Labor’s notice entitled “Employee Rights and Responsibilities Regarding the Family and Medical Leave Act,” which can be found at myLipscomb/Human Resources/Employment.

**Employee Benefits during Leave of Absence**

Group health care coverage will continue for an employee on approved leave as if the employee was still working. Any employee who is granted an approved leave of absence will continue to be responsible for paying any and all appropriate premiums for the employee’s group health care coverage. If the leave is paid, such premiums will continue to be paid through payroll deductions. If the leave is unpaid, the employee will be responsible for paying such premiums upon his or her return to work or may make arrangements with the Office of Human Resources to make payments during the unpaid leave.

In the event that an employee elects not to return to work upon completion of an approved, unpaid leave of absence, Lipscomb may recover from the employee the cost of any payments made to maintain the employee’s coverage during such leave.

Employees must use any accrued vacation or sick leave during an approved family and medical leave. Therefore, such employees will receive paid holiday, vacation and sick time during the family and medical leave period until such accrued time is exhausted, and the remainder of the family and medical leave will be unpaid. The paid leave period will run concurrently with the unpaid family and medical leave period. Family and medical leave will also run concurrently with any leave provided under state law (e.g., “maternity leave”), to the extent applicable and consistent with any such law.

Vacation time will continue to accrue during any approved family and medical leave. As indicated above, however, any accrued vacation time must be used before an employee may receive the unpaid leave. Employees who receive workers’ compensation benefits or long-term disability benefits during family and medical leave will not be required to use any accrued vacation time during the portion of the leave for which they are receiving other paid benefits. However, if an employee is not using accrued vacation time, his or her leave will be without pay. If an on-the-job injury or illness is also a serious health condition covered by the FMLA, then workers’ compensation leave will run concurrently with family and medical leave.
Special Leave Categories

If an employee takes more vacation or sick leave in a year than he or she has accrued for the year, the amount of excess leave will be unpaid. An employee who takes excess unpaid leave may be subject to disciplinary action, including termination of employment.

Leave without pay may be granted under certain circumstances, upon approval by the Office of Human Resources. Employees who receive leave without pay for more than 30 days will be terminated from all group health insurance plans unless they make arrangements to continue health insurance coverage through COBRA by assuming all costs. Insurance will not be terminated if an employee is on family and medical leave, provided the employee pays the premium. If an employee takes extended leave without pay, Lipscomb will attempt to reinstate the employee to the same or similar position, but cannot guarantee reinstatement for unpaid leave other than family and medical leave. Employees on unpaid leave other than family and medical leave will be ineligible to accrue vacation or sick leave.

Administrative Leave or Suspension

An employee may be placed on administrative leave or suspension with or without pay as a result of disciplinary action. Generally after 30 days of administrative leave or suspension, the employee's status will be reviewed.

Jury Duty

An employee must make advance arrangements with his or her supervisor for jury duty. Lipscomb will excuse an employee for each day that his or her jury duty exceeds three hours. If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, the employee will also be excused for the shift immediately preceding the employee’s first day of jury duty. After the first day of service, when an employee’s responsibility for jury duty exceeds three hours during a day, the employee will be excused from his or her next scheduled work period occurring within 24 hours of that day of jury service.

Lipscomb will compensate an employee for his or her service on jury duty or for testifying in a lawsuit that is related to the employee’s employment at Lipscomb as if the employee had worked regular hours at Lipscomb during the period of such service. The employee must provide a copy of any jury duty orders to the Office of Human Resources and, if the employee receives any compensation for jury duty, Lipscomb may deduct the amount of such compensation from the employee’s wages or salary received from Lipscomb.

Military Leave

An employee must make advance arrangements with his or her supervisor for military leave. If an employee is going to be on military leave, the employee may either (a) take
vacation leave or leave without pay and keep all compensation received for military service, or (b) take leave with pay, subject to a deduction for any compensation received for military duty. Employees who plan to take military leave should contact the Office of Human Resources to make proper arrangements in advance.

Bereavement Leave

Full-time, benefit-eligible employees who experience a death in the immediate family may take up to three working days for paid bereavement leave. For this purpose, an immediate family includes a spouse, children, parents, stepparents, siblings, stepsiblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents and great-grandparents. Except in very unusual circumstances, bereavement leave must be utilized within 14 days of the date of the death.

Lipscomb-Sponsored Mission Trips

Lipscomb encourages its staff to be involved in the leadership of Lipscomb mission trips. If a staff member leads or co-leads a group of students on a Lipscomb-sponsored mission trip, the employee will receive up to five days of additional paid time off per calendar year. The employee must request the necessary time off from his or her supervisor at least six weeks in advance. The supervisor has the discretion whether or not to approve the leave. If the mission trip lasts longer than five days, the employee may use accrued vacation time or take unpaid leave.
Reasonable Accommodations

Requesting a Reasonable Accommodation

Any employee who believes that he or she needs an accommodation because of a disability is responsible for requesting a reasonable accommodation from the Office of Human Resources. A request for a reasonable accommodation may be made orally or in writing. However, Lipscomb encourages employees to make such a request in writing and to include relevant information, such as:

- A description of the requested accommodation;
- The reason the accommodation is needed; and
- How the accommodation will help the employee perform the essential functions of his or her job.

After receiving a request for a reasonable accommodation, Lipscomb will engage in an interactive dialogue with the employee to determine the precise limitations of the disability and explore other potential reasonable accommodations that could overcome those limitations. Lipscomb encourages employees to suggest specific reasonable accommodations that they believe would allow them to perform their job. However, Lipscomb is not required to make the specific accommodation(s) requested by an employee and may provide an alternative, effective accommodation, to the extent a reasonable accommodation can be made without imposing an undue hardship on Lipscomb.

Medical Information

If an employee’s disability or need for accommodation is not obvious, Lipscomb may ask the employee to provide supporting documentation from a health care provider confirming the existence of a disability within the meaning of the Americans with Disabilities Act of 1990, as amended, and applicable state or local laws, and that the disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, Lipscomb may require that the employee see a health care provider of Lipscomb’s choosing, at Lipscomb’s expense. In that case, if an employee fails to provide the requested information or see the designated health care provider, the employee’s request for a reasonable accommodation may be denied. Lipscomb will keep confidential any medical information that it obtains in connection with an employee’s request for a reasonable accommodation.

Determinations

Lipscomb makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment of each situation. Lipscomb strives to make determinations on reasonable accommodation requests expeditiously, and will inform the employee once a determination has been made. If an employee has any questions about a reasonable accommodation request, he or she should contact the Office of Human Resources. Reasonable accommodations
that are granted may be reevaluated from time to time to make sure they remain effective in helping an employee perform his or her job at the same productivity and quality requirements imposed on all employees performing the same work. An employee may request additional or different accommodations for disabling medical conditions if the employee’s condition or job duties change from time to time.

Accommodation for Lactating Mothers

For up to one year after the birth of an employee’s child, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. Lipscomb has designated a room located in the Office of Human Resources for breastfeeding, which contains a small refrigerator reserved for the storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the employee’s name and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be discarded. Employees storing breast milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Nursing mothers wishing to use this room must request and reserve the room by contacting the Office of Human Resources. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work offsite or in other locations will be accommodated with a private area, as necessary.

Breaks of more than 20 minutes in length will be unpaid, and hourly employees should record this break period in Kronos.
Performance Improvement Plan

The performance improvement plan detailed below applies to all staff members and Lipscomb Academy faculty. Performance issues regarding Lipscomb University faculty members are addressed in the Faculty Handbook.

Unsatisfactory Performance

Supervisors must promptly address any problems that are associated with an employee’s performance, attendance, or violation of Lipscomb policies. Lipscomb desires to correct any such issues to maintain a productive and safe work environment for all employees and to ensure employees are treated in a consistent manner.

If an employee’s performance is unsatisfactory, in the opinion of the supervisor, the supervisor may take appropriate steps to address the performance, including, without limitation:

- Counseling and coaching the employee with specific recommendations for improving performance, with appropriate assistance from the Office of Human Resources;
- Providing the employee with a written warning that outlines the problem and provides a plan for improvement;
- If performance does not improve after an initial written warning, placing the employee on probation for a specified period of time (as discussed below);
- Reviewing the performance with the employee and creating a performance improvement plan that specifies the time period during which improvement must occur and the consequences if performance does not improve;
- Depending on the seriousness of the issue, placing the employee on immediate probation; or
- Termination of employment.

Any disciplinary action and performance improvement plan, if applicable, must be in writing and signed by both the employee and the appropriate supervisor. The supervisor should provide one copy of the written action and plan to the employee and the original signed document to the Office of Human Resources for inclusion in the employee’s personnel file.

In general, serious misconduct will not be addressed by a performance improvement plan, but will result in immediate termination of employment. Except for those employees who have an effective employment contract with Lipscomb for a specified duration, an employee’s employment may generally be terminated at any time at Lipscomb’s discretion.

Probation

If an employee is on probation and, by the end of the probationary period, the employee fails to make sufficient progress or has not reached a satisfactory level of performance,
the supervisor may recommend immediate termination of employment or continued probation. If, by the end of the probationary period, the employee has achieved satisfactory performance, the supervisor should notify the employee in writing.

**End of Employment**

Termination of an employee’s employment can generally occur as a result of resignation, dismissal, separation, retirement, layoff, suspension, and reduction in force.

Resignation refers to an employee’s voluntary termination of employment by oral or written notice. If an employee provides written notice of resignation, the employee should submit the notice to his or her supervisor, who should forward a copy to the Office of Human Resources. An employee’s failure to submit a resignation in writing will not invalidate an oral resignation.

Employees should give maximum notice of resignation as a professional courtesy, but not less than ten business days excluding holidays. The final date of a notice period should not fall on a holiday or weekend. If an employee provides notice of less than 10 business days, the employee may not be considered eligible for rehire. Employees with an effective employment contract must provide any requisite advance notice specified in the contract.

Dismissal refers to an employee’s involuntary termination of employment. Dismissal must be approved by the appropriate supervisor after consultation with the Office of Human Resources. Dismissal may result from a number of employment-related issues, including, without limitation:

- Unsatisfactory job performance;
- Unethical or dishonest behavior;
- Absence without supervisor permission;
- Excessive absenteeism or tardiness;
- Violations of established Lipscomb policies;
- Insubordinate conduct;
- Being placed on probation or suspension three or more times during employment; and
- Action significantly destructive to the welfare of Lipscomb.

An employee planning to retire should give Lipscomb advance notice of at least ten business days excluding holidays. However, Lipscomb recommends that an employee planning to retire provide advance notice of up to six months. Employees with an effective employment contract must provide any requisite advance notice specified in the contract. There is no mandatory age at which an employee must retire. Lipscomb University faculty who plan to retire please refer to the faculty handbook for guidance.

An employee may be suspended with or without pay, depending on the circumstances. If an employee is suspended with pay, the employee might be required to work in another department. If an employee is suspended without pay for more than 30 days,
the employee’s pay status will be evaluated. Lipscomb may conduct an investigation during an employee’s suspension to determine if additional disciplinary action is appropriate.

A reduction in force can occur if there is a reduction in Lipscomb’s funding or a restructure of Lipscomb’s operations. Lipscomb will endeavor to give any employees affected by a reduction in force advance notice of up to 30 days.

Upon the end of an employee’s employment, the appropriate supervisor should notify the Office of Human Resources to specify the employee’s eligibility for rehire. If an employee’s employment is involuntarily terminated by Lipscomb, the employee will automatically be ineligible for rehire.

The final paycheck for an employee whose employment is ending will be available on the next regular pay date. Any amount that the departing employee may owe for benefit premiums, fees, charges, and other expenses will be deducted from the final paycheck.

**Exit Interviews**

Employees leaving Lipscomb will be asked to fill out an electronic survey regarding their employment. They may also request an in-person exit interview with their supervisor.
Code of Conduct

Ethical Conduct

Employees acting as a representative of Lipscomb are expected to maintain the highest ethical standards, observing applicable policies, practices, regulations, and laws. The absence of a specific guideline or instruction covering a particular situation does not relieve an individual of the responsibility to apply the highest ethical standard when reacting to that situation. Lipscomb will uphold actions in accordance with this standard. For more information, please refer to Lipscomb’s ethical conduct policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Ethical Conduct Policy.

Publicity and the News Media

Contact with external agencies regarding publicity or the sharing of information on behalf of Lipscomb must be handled exclusively by the Office of University Communication and Marketing. Employees should not share information with the media or with the general public unless specifically authorized to do so. Any incoming media inquiries should be forwarded to the Office of University Communication and Marketing to coordinate a response.

Social Media Policy

Employees must follow Lipscomb’s guidelines with respect to social media postings that are made on Lipscomb’s behalf or that are work related. For more information, please refer to Lipscomb’s social media policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Social Media Policy.

Computer Usage Policy

Employees must follow Lipscomb’s guidelines for computer usage. For more information, please refer to the computer usage policies on myLipscomb/Resources/Information Technology/Faculty & Employee Resources – Policies.

Copyright Policy

The unauthorized duplication of any copyrighted materials or software that is licensed or protected by copyright is illegal and unethical. Failure to observe copyrights or terms of software license agreements may result in disciplinary action, including termination of employment, as well as legal action by the copyright owner or licensor.
**Contract Approval Policy**

Lipscomb’s board of trustees has only authorized certain officers to execute agreements or contracts of any kind on behalf of Lipscomb. To protect Lipscomb, the Office of General Counsel must review every agreement or contract before it may be executed by an authorized officer. For more information, please refer to Lipscomb’s social media policy, which can be found at myLipscomb/Resources/General Counsel/Institutional Policies/Contract Approval Policy.

**Email Communication Policy**

Employees must follow Lipscomb’s guidelines related to broadcast emails and email distribution lists. For more information, please refer to Lipscomb’s social media policy, which can be found at myLipscomb/Resources/Information Technology/Faculty & Employee Resources – Policies/Email Communications Policy.
Effective Date

This Employee Handbook was adopted as of August 31, 2017, and supersedes any prior handbooks previously in effect. In the event of a conflict between the provisions of this Employee Handbook and any other policy of Lipscomb, the provisions of this Employee Handbook shall control.

This Employee Handbook will be reviewed annually. The policies and procedures set forth in this Employee Handbook are subject to amendment at any time by Lipscomb without prior notice. Any amendments will promptly be communicated or disseminated to employees within 30 days of adoption.
Acknowledgement of Receipt of Employee Handbook

The undersigned hereby agrees to comply with the policies set forth in Lipscomb University’s Employee Handbook and acknowledges that it is my responsibility to review and understand those policies, including those policies that are available on myLipscomb. I understand that the policies and procedures set forth herein should not be construed as express or implied contractual guarantees regarding my employment relationship with Lipscomb University.

Unless I have an effective employment contract with Lipscomb for a specified duration, I acknowledge and agree that employment with Lipscomb is at-will and may, regardless of the time and manner of payments for wages and salary, be terminated at any time by Lipscomb, with or without cause, and without any previous notice.

___________________________________    ______________________
Signature of Employee                   Date

_______________________________________
Printed Name of Employee