



EMPLOYEE HANDBOOK

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TEXAS LUTHERAN UNIVERSITY EMPLOYEE HANDBOOK

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LETTER FROM THE PRESIDENT

Dear Colleagues:

The quality and dedication of our faculty, staff, and administration ensure that Texas Lutheran University is a strong and vital institution, focused on serving our students well. It takes all of us—from those who work in Facilities to those who teach classes to those who recruit our students to those who raise funds to support them—to ensure that our mission is accomplished and that TLU continues to graduate students who are educated to serve, understanding the importance of learning boldly and living to inspire.

One of my highest priorities as president is to ensure that Texas Lutheran continues to be a great work environment. This Handbook is an informative guide to your rights and responsibilities. However, being a part of this community goes well beyond what can be described in these pages. As a community of faith and learning, TLU is committed to the growth and well-being of all of its employees. In turn, there is an expectation that everyone who works here will not be constrained by his or her job description, but will employ all of his or her talents to better serve our students. Your commitment, collegiality, and genuine concern for our students are essential elements of our community.

I am proud and honored to serve here with you. I encourage you to utilize these Guidelines and to engage fully in the special spirit of this community.

Sincerely,

Debbie Cottrell
President

MISSION, VISION, AND VALUES OF TEXAS LUTHERAN UNIVERSITY

Mission:

As a community of faith and learning, Texas Lutheran University empowers a diverse student body through an education centered on the liberal arts and professional programs. In pursuit of a more just world, TLU is committed to academic excellence, servant leadership, and career development.

Vision:

Through innovative liberal arts and professional programs, Texas Lutheran University will engage the aspirations of our students in an inclusive, challenging, faith-based community. The impact of a TLU education will create bold and adaptable leaders who transform society.

Values:

Our mission and vision are built on the core values of education, community, and faith, each linked directly to how we serve our students.

ABOUT THIS HANDBOOK

Texas Lutheran University has established these policies and procedures to create an environment in which the university treats all employees fairly and consistently, ensure compliance with all applicable laws and regulations, protect the rights and well-being of each individual, and promote the successful operation of the university.

The policies and procedures set forth in this employee handbook are not a binding employment contract. This handbook provides general guidelines only and none of its provisions are binding or contractual in nature. *All employment with Texas Lutheran University is “at will,” meaning that your employment may be terminated at any time, with or without notice, for any reason or no reason, by either Texas Lutheran University or you.

This new handbook makes all previous handbooks void. The university reserves the right to amend or delete any of the policies and procedures contained in this handbook at any time. The Office of Human Resources will advise you of changes in the current handbook. No one other than the president or the president’s designee has any authority to alter, amend, or modify the provisions of this handbook. Any agreement or promise that contradicts or alters this handbook must be in writing and signed by the president. Only the president or the president’s designee may interpret in writing the policies, rules, and regulations contained in this handbook.

This employee handbook applies to all University faculty and staff. Sections marked by an asterisk (*), however generally do not apply to faculty. The Faculty Bylaws and Manual governs faculty members in matters specifically addressed in the Faculty Bylaws and Manual.

SECTION 1: RECRUITMENT & EMPLOYMENT

Section 1.1 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the continuing policy of Texas Lutheran University to afford equal opportunities to qualified applicants and/or employees regardless of age, sex, race, color, religion*, national origin, veteran status, disability and/or sexual orientation. Texas Lutheran University will provide reasonable accommodations for applicants and employees with disabilities when such accommodations do not impose an undue hardship on the institution.

*Section 702, Title VII, provides that a church-related institution may give preference in employment on the basis of religion where religion is a bona fide occupational qualification reasonably necessary to the normal operation of that institution. As a university of the Evangelical Lutheran Church in America, Texas Lutheran University will employ persons affirming faith in the mission of the Evangelical Lutheran Church in America sufficient in number to maintain an active and dynamic relationship with the Church.

See also, “TLU Equal Opportunity/Affirmative Action Program Specifics” (Appendix A).

***Section 1.2 VACANCIES**

Position openings are posted on the Internet (www.tlu.edu/jobs) and on the bulletin board outside the Office of Human Resources for a minimum of five (5) business days. Unless otherwise requested, vacancies will be posted concurrently for both internal and external applicants. In order to be considered, applications and/or resumes must be received by the Human Resources office prior to the posted deadline. See also Section 1.6 “Promotion or Transfer”.

***Section 1.3 STAFFING CHANGE REQUESTS AND PERSONNEL ACTION FORMS (PAFs)**

A Staffing Change Request form (job requisition) must be completed & submitted to Human Resources from the hiring manager to add a new position or fill a vacancy. If appropriate, Human Resources will advertise the position and the hiring manager will interview and select a qualified candidate for the position.

Once a candidate is selected, the hiring manager must initiate a Personnel Action Form (PAF). The requesting department must complete all relevant sections of the PAF prior to submitting to Human Resources. The candidate selected must have a completed application on file in Human Resources and must have cleared background check requirements.

See also “Criminal History Investigation Policy”, Appendix B.

Any activity involving the appointment of a new employee, or changes in a current employee's pay, position, or appointment status must be completed through submission of a PAF. For example, PAFs may be used for the following activities:

- A. New Hires/Rehires
- B. Salary Changes
- C. Retirement/Resignation/Termination
- D. Promotions and/or Transfers
- E. Job/Title/Program Change

See also "Hiring Policy", Appendix C

***Section 1.4 ORIENTATION PERIOD**

The first few weeks on a new job are a period of adjustment, both for you and for your supervisor; for this reason, the first 90 days of your employment are considered an orientation period. After completing 90 days of employment, you will be evaluated by your supervisor and a decision will be made to place you on regular full/part-time status, extend your orientation period (not to exceed 60 days), or terminate the employment relationship. Leave time is not available during your first three (3) months of employment, although hiring supervisors can make exceptions for occasions already scheduled prior to when the new hire began their employment. Successful completion of the orientation period will not generally result in a wage increase, nor does it guarantee continued employment with the university or alter the at-will status of regular employment.

Section 1.5 CLASSIFICATION OF EMPLOYEES

General

This policy describes the various classifications of positions in terms of employment designation (exempt or non-exempt) and employee definition.

Employee Fair Labor Standards Act (FLSA Designation)

Exempt FLSA Employee – Exempt employees are salaried employees and are exempt from minimum wage and overtime provisions of the Fair Labor Standards Act. Exempt employees are paid monthly on the last working day of the month and are referred to as Administrators and Faculty.

Non-Exempt FLSA Employee – Non-exempt employees are paid on an hourly basis and are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. Non-exempt employees are paid on the bi-weekly payroll and hours worked are reported on a time sheet. Non-exempt employees are referred to as Staff.

Employee Definitions

- A. **Full-time employees** are regularly scheduled to work at least 40 hours per week.
- B. **Part-time employees** are regularly scheduled to work less than 40 hours per week. Employees who are regularly scheduled to work at least 30 hours per week are eligible for group health and life insurance benefits. Employees who are regularly scheduled to work at least 20 hours per week will accrue pro-rated sick, vacation, and holiday benefits and their hours of work will count towards participation in the university retirement plan.
- C. **Part-time as needed (PTAN)** employees are hired to work as needed with no guaranteed hours. Even though a part-time as needed employee may occasionally work 40 hours or more a week, this does not automatically alter their employment status. Part-time as needed employees do not receive sick, vacation, or holiday benefits. Please contact the Office of Human Resources for more information.
- D. **Temporary employees** are scheduled to work on a temporary or seasonal basis and are not eligible to receive any university benefits.

Section 1.6 PROMOTION AND TRANSFER

Vacant positions are posted on the Internet (www.tlu.edu/jobs) and the bulletin board outside the Office of Human Resources for a minimum of five (5) business days. Current TLU employees are encouraged to apply and may be given an opportunity to interview for vacancies within the university community for which they are qualified. Employees who are interested in a vacant position should submit a letter of application to the Office of Human Resources and a current resume. To be eligible for consideration, employees must normally have been employed in their current position for six (6) months. The most qualified candidate will be selected based on overall qualifications, including education, training, work experience, performance record, and the requirements of the position. If necessary, the position may be re-posted and/or external applicants may be considered. Employees who are transferred or promoted into a new position will receive a performance review at the end of 90 days.

Section 1.7 RE-EMPLOYMENT OR RE-HIRE

Former employees may be considered for reemployment if they resigned with appropriate notice. Employees who failed to provide appropriate notice of resignation, who did not work out their notice period, or who were dismissed for misconduct will not normally be considered for reemployment.

***Section 1.8 EMPLOYEE EVALUATIONS**

In an effort to ensure continuous improvement in serving the mission of the university, your performance will be evaluated at the completion of your 90-day orientation period, and annually thereafter. You will also receive a performance review 90 days after a promotion or transfer or any time there is a significant change in job performance. Your immediate supervisor will complete a written evaluation that is based upon your job description, any goals and objectives previously agreed to by you and your supervisor, and needs and priorities that have emerged during the year. A time is then scheduled for you and your supervisor to sit down together to discuss the evaluation, develop a work improvement plan (if needed), and establish new goals and objectives. You and your supervisor will be asked to sign your performance appraisal and it will be placed in your personnel file. You are encouraged to make written comments concerning any performance appraisal; these comments will also become a part of your personnel file.

Section 1.9 PERSONNEL RECORDS

The Office of Human Resources is the legal custodian of personnel records and maintains confidential personnel records on all employees. Although no salary or personal information is normally released unless you authorize us to do so, we will comply with certain state and/or federal reporting requirements. You must notify the Office of Human Resources of changes to your address, phone number, marital status, number of dependents, or person to be notified in case of emergency. It is your responsibility to ensure your records are current.

So that we can give you appropriate recognition and publicity, the Office of the President should be kept informed of your involvement with professional, community, or church activities, as well as any offices to which you are elected or appointed.

***Section 1.10 SEPARATION FROM EMPLOYMENT**

A. Resignation

We request that you give written notice to your supervisor as soon as possible, but at least two weeks before the date of your last day of employment. An employee who has given notice of his/her intent to resign will not normally be permitted to take vacation during the notice period through the effective date of resignation. Employees who resign without providing requested notice, or who fail to work out their notice period, or who, after providing notice, are dismissed for violation of TLU's policies, rules, and procedures may forfeit all accrued benefits. The university does not provide for payment for accrued unused sick leave or holidays upon separation.

B. Dismissal

The university may, at its sole discretion, dismiss any staff member with or without notice, for any reason or no reason. Examples of reasons for dismissal may include ineffectiveness (inability to perform the duties of the position); or misconduct (acts

that are not in keeping with the responsibilities of the job, detract from the ability to perform job responsibilities, or interfere with the ability of another person to perform his/her job). These examples are stated for the information of the employee, are not exclusive, and do not limit the discretion of the university to dismiss an employee for any or no reason.

See also Section 5.2 Disciplinary Action.

C. Reduction in Force

TLU may adjust its workforce due to a decline in enrollment, reorganization, financial considerations, or other factors. Should such an adjustment necessitate a reduction in personnel, employees may be laid off. The order of such reductions shall take into consideration the staff needs of the university and the classification of the jobs affected. Employees in the affected positions will be selected based first upon their overall performance and then on their attendance/tardiness record. If employees are considered equal under these factors, the length of service for the most recent period of continuous employment will be the determining factor. Employees will be given as much notice as possible.

Employees affected by a reduction in force will be released from the payroll and will not have specific recall rights, but may apply for future vacancies, for which they qualify, by submitting an application to the Office of Human Resources.

D. Other Reasons for Separation

Jobs may change due to legislation, regulation, or institutional needs. It is conceivable that an employee's position may change to such an extent that s/he becomes unqualified for the position. In that instance, TLU will attempt to provide training to assist the employee to perform the duties of the position. If this is not possible, the employee will be released from the payroll, but will be eligible to apply for future vacancies for which s/he is qualified.

E. Exit Interviews

All employees leaving the employ of TLU shall schedule an exit interview with the Office of Human Resources. At that time, arrangements for final pay will be made, identification cards (retirees may keep their identification cards) and dependent activity cards will be collected, and separation benefits will be explained in full. To ensure accurate records, please provide your forwarding address and telephone number to the Office of Human Resources. The exit interview is also an opportunity to share your thoughts and concerns regarding employment at TLU.

Section 1.11 AGE REQUIREMENT

No persons under eighteen (18) years of age will be employed by TLU in a regular full-time position or in any position requiring the operation of a motorized vehicle or equipment owned by or operated on behalf of TLU.

*Section 1.12 ALTERNATIVE WORK ARRANGEMENT

In general, the University believes that students and community members are best served when University employees are physically at work. The University also recognizes that alternative work arrangements such as remote work, flex time, or hybrid arrangements may provide advantages for both the University and its employees, including, but not limited to: increased productivity and performance, enhanced employee recruitment and retention, cost and space reduction, and greater work-life balance. Remote work, flex time work, hybrid work, and other similar arrangements are appropriate for some employees and some jobs. No University employee is entitled to or guaranteed the opportunity to remote work, flex time work, hybrid work, or any other alternative work arrangement. Certain categories of positions may be ineligible for alternative work arrangements. **Non-exempt positions are ineligible for alternative work arrangements.** For positions eligible for an alternative work arrangement, whether a particular employee may be permitted to work an alternative work arrangement is a decision made on a case-by-case basis taking into consideration a number of factors.

In the event an alternative work arrangement is approved, the University expects and requires no reduction in service, quality of work, or productivity due to the implementation of an alternative work arrangement. An alternative work arrangement does not alter the employee's terms and conditions of employment with the University. The University reserves the right to approve or deny an alternative work arrangement request, and to modify or revoke such arrangement at its sole discretion. Employees approved to work an alternative work arrangement must enter into a written agreement with the University.

Employee job duties and responsibilities will not change due to an alternative work arrangement. Professionalism in terms of job responsibilities, work output, and service delivery will continue to follow the standards set by the University. The employee must be able to maintain performance, productivity, and quality standards. Employees must be fully accessible during agreed upon work hours. Employees must maintain a professional workspace without distractions and wear appropriate professional attire. Supervisors may require employees working alternative work arrangements to report to a central workplace as needed for work-related meetings or other events, or as needed to discuss work progress or other work-related issues.

Employees may not utilize an alternative work arrangement as a substitute for sick leave, family and medical leave, or any other type of leave. Employees requiring such leave must follow the University leave policies and procedure and contact Human Resources with respect to such leave requests. An alternative work arrangement may not be used as a substitute for child or adult care obligations of the employee. Employees working an alternative work schedule must comply with all University policies, procedures, and guidelines and all applicable local, state, and federal laws.

Failure to comply with University policies and procedures may result in disciplinary action, up to and including termination of employment.

Alternative work agreements must be submitted and approved by the office of Human Resources utilizing the forms provided by Human Resources.

SECTION 2: COMPENSATION

Section 2.1 WORK AND PAY

A. Hourly Employees Workweek

Full time hourly employees normally work forty hours a week. The forty hours, scheduled according to your work assignment, may include weekend and/or night work and may vary with activities scheduled at the university. For hourly employees, the seven-day workweek commences at 12:00 a.m. (midnight) on Saturday and terminates at 11:59 p.m. on the following Friday.

B. Time and Attendance Records

Hourly employees will complete a timesheet summarizing hours worked, sick days, vacation days, holidays, and any days taken without pay. Timesheets must be approved by the employee and supervisor and submitted to Payroll by **5pm** every other Monday. The payroll calendar can be viewed on the employee portal

Administrative staff will record their leave time on a monthly leave report circulated by the department supervisor. The administrative staff leave reports are due by the first Friday of the following month.

C. Breaks

Hourly employees will receive a one-hour meal break and may be provided one fifteen-minute rest period for each four hours of work. To ensure efficient operation of the department, your supervisor may assign specific times for lunch breaks and rest periods. If a break is not taken, leave time is not accumulated nor can you substitute time off for payment of hours worked. Your supervisor may occasionally request that you work through breaks due to business needs. You are paid for rest periods but not for meal breaks. If an hourly employee fails to take the full one-hour meal break for any reason, s/he must report this on his/her timesheet. Hourly employees may not; however, skip or shorten their meal break without prior permission from their supervisor.

D. Overtime

Non-Exempt, i.e., hourly employees will be paid one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek per FLSA requirements. A workweek is seven (7) calendar days counted from Saturday through Friday (See above 2.2 Work and Pay (A)). For the purpose of this policy, “hours worked” are defined as actual hours on the job. Vacation days, university holidays, sick leave, jury duty, funeral leave, and bad weather days when the university is not officially closed do not count as hours worked in the computation of overtime. **It is not permissible by law for any hourly employee to work in the work place or to take work home and not submit those hours for pay in the workweek in which they were incurred.** Overtime is to be arranged by agreement between you and your supervisor and must be approved in advance by your supervisor. Employees who work unauthorized overtime may be subject to disciplinary action. All personnel are expected to be available for reasonable overtime work.

The FLSA requirements do not apply to certain categories of executives, managers, supervisors, administrative personnel, and professional employees. These categories are defined by the FLSA, a copy of which can be reviewed in the Human Resources office.

Exempt, i.e., salaried personnel, are not eligible to receive overtime pay and are expected to work the appropriate hours necessary to complete their job assignments. There is no “comp time” (compensatory) benefit.

E. Callouts

Hourly employees who are called in to work after normal work hours because of an emergency situation will be paid for a minimum of two (2) hours. These hours will be considered “hours worked.”

F. Pay Schedule

Hourly employees are paid every other Friday. If a regular payday falls on a recognized banking holiday, paychecks will be distributed on the day preceding the scheduled date. Administrative employees, including faculty and coaches, are paid on the last banking day of each month.

G. Direct Deposit

Employees are paid via direct deposit. Completed direct deposit authorization forms should be received by Human Resources by the scheduled deadline for the employee’s first payment; paystubs are available on the employee portal.

H. Payroll Disruption

If the university experiences computer failure or if a natural disaster (flood, fire, sabotage, etc.) occurs which could cause disruption of its pay distribution schedules, the university will use its best efforts to distribute pay within forty-eight hours of the affected payday.

I. Payroll Deductions

Federal law requires the university to make certain deductions from your salary: Social Security contributions, federal income tax (according to your instructions on the W4), Medicare, and legal garnishments. You may authorize certain other deductions such as, contributions to the university retirement plan and tax-deferred annuities, contributions to an FSA or HSA, dependent life insurance premiums, donations to TLU and/or meal plan, and payments on computer loans.

J. The Final Paycheck

An employee who resigns will receive all earnings on the following normal payday. The final pay will be direct deposited. An employee who has been dismissed will receive all earnings within six calendar days of dismissal.

If the separating employee has unpaid obligations (i.e., owes the university money or fails to return prior issued university property), the final pay will reflect deductions for these obligations. Should the obligations exceed the amount of the final pay, arrangements will be made between the university and the separating employee to resolve the excess obligations in some other manner.

Section 2.2 ADDITIONAL DUTIES

Occasionally, but not to exceed 30 calendar days, you may be asked to assume duties that may not be included in the regular responsibilities of your position. We encourage your cooperation in such matters.

Full-time staff members who are invited to teach a TLU course may do so with supervisor's approval. Compensation will be at current TLU part-time rates. Vice presidents are not eligible for additional compensation for teaching.

Section 2.3 WAGE AND SALARY DETERMINATION

Your pay is based upon your job classification and your performance on the job. The university establishes, within budgetary limits, wages comparable to those in the community and other similarly situated institutions. Each position in the organization has a specific salary range for the type of work being performed. The position classification is based on the education, skills, and experience required to successfully perform the functions of the position and on the specific job responsibilities.

SECTION 3: BENEFITS

Section 3.1 ACTIVITY CARDS

Activity cards are issued by the Office of Human Resources to your spouse and unmarried dependent children ages 5-26; unmarried employees may request one activity card. The card functions like your I.D. card (with the exception of the ability to charge meals) and allows the bearer free admission to athletic events, campus activities, certain performances, and use of the library and pool. Activity cards must be turned in to the Office of Human Resources when dependents no longer meet eligibility requirements and/or when you separate from employment with TLU.

Section 3.2 ATTENDANCE AT UNIVERSITY EVENTS

You, your spouse (or guest), and unmarried dependents under age 26 will be admitted to most campus athletic events and cultural activities upon presentation of the TLU identification or activity card.

Summer clinics for youth sponsored by the university are open to your unmarried dependents under the age of 18 at reduced tuition expense as "day campers." Room, board, and any other direct expenses associated with the camp are your responsibility. Information specific to each camp may be obtained from the Residence Life Office.

Section 3.3 CAMPUS STORE

The TLU Bookstore is located in the Alumni Student Center. The bookstore sells textbooks, general books, clothing, software, school and office supplies, school spirit items, greeting cards, candy, and miscellaneous items. Each staff member receives a 15% discount and departments receive a 20% discount (excluding textbooks and software).

Section 3.4 INSURANCE

A. Unemployment Insurance

Texas Lutheran University complies with the Texas Unemployment Compensation Act, which determines benefits eligibility.

B. Workers' Compensation Insurance

All employees are covered by workers' compensation insurance. **Should you be injured while performing your duties, please report the injury immediately to your supervisor.** Your supervisor will notify the Office of Human Resources so that the required

forms can be processed. If your supervisor is not available, please report the injury immediately to the Office of Human Resources. It is important that any injuries, even minor ones, be promptly reported. Failure to report accidents and/or injuries in a timely manner may result in a delay of or ineligibility for benefits. The university pays 100% of the premiums for this coverage.

If you are able to return to work on or before the next regularly scheduled workday after the on-the-job injury was sustained, you will not lose any pay or benefit time as a result of the injury. If you incur additional absences as a result of the work-related injury, you may choose to use sick, vacation, or take time off without pay until workers' compensation wage benefits become available. Employees may use available sick and vacation at the same time they are receiving workers' compensation weekly benefits provided the employee signs his/her workers' compensation check over to TLU. The dollar amount of the check will be converted to sick/vacation hours to supplement the hours taken while on leave. Generally, employees who are unable to return to work (with or without reasonable accommodation) within one year of the work-related injury/illness, because of medical limitations, will be released from the payroll. Such employees may apply for future vacancies by submitting an application to the Office of Human Resources.

For more information, please contact the Office of Human Resources.

Section 3.5 CAMPUS DINING FACILITIES

You are invited to use the campus dining facilities: the snack bar (Lucky's Kennel) in the Alumni Student Center, the coffee shop in Tschoepe Hall, and Hein Dining Hall. Special rates may be obtained by purchasing Bulldog Bucks (\$20 minimum) at the Business Office or on the employee portal; your identification card is then used to charge meals at the discounted rates.

Section 3.6 IDENTIFICATION CARDS

University identification cards are obtained in the Registrar's Office. This photo/computer-linked identification card enables you to enter and use the library and recreational facilities, receive a bookstore discount, charge meals at the campus dining facilities, and gain admission/tickets to athletic, theatre, and music events.

Section 3.7 RECREATIONAL FACILITIES USAGE

Mabee Aquatic Center, the Tennis Center, and the Fitness Center may be used by you and your dependents without charge, within the guidelines for such use.

Section 3.8 EMPLOYEE HEALTH & WELFARE BENEFITS

Please refer to the Employee Benefits page on the portal for the current Benefit Summary and for general information related to TLU Employee Benefits and Retirement Plan.

For more information, please contact Human Resources.

Section 3.9 BENEFITS FOR RETIREES

Current employees who are 55 years of age or older who most recently worked for TLU for 10 or more consecutive years in a full-time or part-time (at least 30 hours per week) role may retire from the university. In order to recognize the contributions of long-time employees, TLU extends certain benefits to those who have retired.

Retired personnel may keep their access to their current TLU e-mail account, their TLU identification cards, and their spouses will receive a lifetime activity card. This activity card admits the recipients to the Fitness Center, the Mabee Aquatics Center (at designated hours), the Blumberg Library, and TLU activities such as athletic and cultural events.

Retired employees and their spouses will be invited to regularly scheduled dinners of the university, such as the annual Christmas Dinner.

Retirees and their spouses will also have the opportunity to enroll in a TLU class without tuition cost providing there is available space in the class selected. Any special fees, as distinct from tuition, will be borne by the individual.

SECTION 4: LEAVES OF ABSENCE

Texas Lutheran University offers several ways for employees to take time off, some with pay and some without pay. Employees may generally not take time off without pay until applicable vacation and sick leave benefits have been exhausted.

Section 4.1 BEREAVEMENT/FUNERAL LEAVE

Three (3) days off without reduction in salary or vacation time shall be granted upon the death of an immediate family member: spouse, child, parent, sibling, grandparent, grandchild, or spouse's parent. One (1) day off without reduction in salary or vacation time shall be granted upon the death of a close family member. Your supervisor may grant time off during working hours without reduction in pay to attend the funerals of fellow employees, the immediate family members of fellow employees, or persons closely affiliated with the university. You may use vacation time to attend funerals of other persons. If you feel that you need more time off than what is allowed under this policy, you may take vacation time or, if all such time has been exhausted, leave without pay, with the approval of your supervisor.

Section 4.2 FAMILY AND MEDICAL LEAVE

Under a federal statute known as the Family and Medical Leave Act, you may have the right to an unpaid leave of absence as discussed in this policy. If you have been employed by TLU for a cumulative total of at least twelve (12) months and worked at least 1,250 hours during the previous twelve (12) months, you may be eligible for Family and Medical Leave. Eligibility will be measured as of the date the requested leave begins (or has begun), rather than on a calendar or fiscal year. You should provide at least thirty (30) days' notice, if possible, of your intention to take the leave.

If you are eligible, you may take up to twelve (12) weeks unpaid leave a year for:

1. The birth of your child;
2. The placement of a child with you for adoption or foster care;
3. To care for your spouse, child or parent who has a serious health condition;
4. A serious health condition rendering you unable to perform your job; or
5. A "qualifying exigency" arising out of the fact that your spouse, child (of any age), or parent is a member of the Armed Forces, National Guard or Reserves, and is deployed or called to active duty in a foreign country. A "qualifying exigency" may include but is not limited to addressing any issues that arise from a short notice of deployment; attending certain military events; arranging for alternative childcare; making financial and legal arrangements; spending time with a service member on short-term leave; and attending certain post-deployment activities.

If you have a serious health condition that is caused by a work-related injury or illness and you are otherwise eligible for Family and Medical Leave, your absence will be governed by this policy.

Your right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth, adoption, or placement with you. Additionally, parents who are both employed by the university will be limited to a combined total of six months' leave within any 12-month period for the birth or placement of a child.

You are required to apply all earned but unused vacation and sick pay toward any Family and Medical Leave time, as allowed by law. If you are on Family and Medical Leave for a work-related illness or injury, however, and are receiving lost wage benefits under the Workers' Compensation Program, you may use your accrued vacation or sick pay to supplement your lost wage benefits. (See above 3.4 Insurance, item B.) Vacation and sick pay time will be counted as part of the twelve (12) weeks leave. You will continue to accrue vacation or sick leave pay during the leave.

TLU will continue your health insurance under the same conditions as if you were working. If you elect not to return to the job, then you will owe the health insurance premiums paid to maintain the coverage during the leave, except where your failure to return to work is due to: 1) the continuation, recurrence or onset of a serious health condition that would entitle you to FMLA leave (affecting either you or your family member) or 2) other circumstances beyond your control.

At the beginning and again at the end of the leave, medical certification will be required if the leave is due to your own serious health condition or that of a family member. At the outset of the leave, you must submit the Certification of Health Care Provider form, completed by the treating physician, within 15 days. This form is available from the Office of Human Resources. TLU reserves the right, at its expense, to require a second medical opinion. If the first and second opinions differ, TLU may request a third opinion, at its expense, which is then binding. You may also be required to provide re-certifications from your healthcare provider periodically during the leave, as well as a certification that you are able to return to work upon completion of the leave.

You may also take leave intermittently or on a reduced work schedule when medically necessary due to your own illness or that of a family member. However, TLU reserves the right to transfer you temporarily to an available alternative position with equivalent pay and benefits if: (1) you are qualified for the position and (2) it better accommodates recurring periods of leave than your regular job.

You are entitled to return to the same or equivalent position with equivalent pay and benefits, if you return within twelve (12) weeks or immediately after the expiration of the leave.

"Caregiver" Leave

In addition, if you meet the 12-month/1,250-hour test, you are eligible to take a non-renewable "caregiver" leave of up to 26 weeks during a single 12-month period. The purpose of a "caregiver" leave is to permit you to care for a spouse, child, parent, or next of kin who is a member or veteran

of any branch of the military, including the National Guard or Reserves, while s/he is undergoing medical treatment, recuperation, or therapy, if the service member has suffered a serious injury or illness or aggravated a pre-existing condition in the line of active duty; or is in outpatient status; or is otherwise on the temporary disability retired list, so long as the service member was in uniformed service within five years preceding such treatment, recuperation, or therapy. A “serious illness or injury” is one that may render the service member medically unfit to perform the duties of his/her office, rank or rating, or as a veteran, including one that manifested itself before or after the member became a veteran.

This is a “one-time” leave entitlement which applies on a per-covered service member, per-injury basis. “Caregiver” leave may be reduced if you have previously exhausted time allowed for another Family and Medical Leave. For example, if you have previously exhausted the 12 weeks allowed for a general FMLA leave, you are allowed only 14 additional weeks for “caregiver” leave. Similarly, if you have exhausted all 26 weeks available for “caregiver” leave, you are not allowed any further FMLA leave during a single 12-month period.

See also “FMLA Notice of Rights and Responsibilities” – Appendix D

***Section 4.3 PERSONAL LEAVE OF ABSENCE**

Subject to and in accordance with the requirements of federal and state laws, full-time employees who have completed their first year of employment may request unpaid personal leaves of absence for a period of up to thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis. A personal leave of absence without pay may be granted in an instance where unusual or unavoidable circumstances require prolonged absence from work. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with us during your leave, and giving us prompt notice if there is any change in your return date. This type of leave cannot be used in conjunction with any other leave, unless required by law.

Requests for personal leave must be made in writing at least four (4) weeks before the time of leave begins, or as soon as possible, and must fully explain the conditions that necessitate the leave. Each request will be considered on its own merit and with regard to the university’s ability to operate without you. Subject to the terms of the particular benefit contract, during the leave you may continue your medical, dental and life insurance, if prior to commencement of the leave, arrangements are made for payment of the total premiums during the leave.

The university prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

The granting of a leave of absence does not guarantee that there will be a position available upon your return from the leave. The university endeavors, however, to place employees returning from leave in their former position, or in a position comparable in status and pay. If you refuse the offer of an alternate position, you will be considered to have resigned as of the date of refusal.

An employee who falsifies the reasons for requesting a leave is automatically terminated from employment as of the date the leave commenced. An employee who fails to report to work on the first rescheduled day following expiration of a leave of absence will be considered to have resigned.

An employee should speak directly with the Human Resources department prior to requesting a personal leave to ensure that you understand all your obligations to the university while on leave, such as periodic reporting and re-verification obligations. Failure to comply with the university policy may substantially affect your ability to return to work under this policy.

Section 4.4 OTHER LEAVES OF ABSENCE

A leave of absence may be granted to employees who are not eligible for, or who have exhausted the other types of available leave, based on demonstrated need (*e.g.*, catastrophic illness or injury, extended sickness, or family illness) with the approval of your supervisor and the president. Such leaves will be without pay, unless a benefit applies (vacation, sick leave pay, workers' compensation). The leave of absence will be limited to a cumulative total (including Family and Medical Leave) of 12 months in any 24-month period. While on leave, you do not accrue vacation or sick leave. Employees on an approved leave of absence may continue participation in the group health plan provided they pay the entire premium; please contact the Office of Human Resources to make the necessary arrangements. The position to which you return following such a leave is not guaranteed and shall be determined on an individual basis.

Section 4.5 JURY DUTY

Should you be called to appear for jury duty, you will be given the necessary time off with pay to perform this civic duty. There will be no deduction from your vacation accruals. You may retain any payment by the government authority for jury duty.

Section 4.6 MILITARY LEAVE

Regular full-time employees will be considered for military service leave in compliance with federal and state laws. You must submit such leave requests at the time of entry into the service. Full-time employees who are members of a military reserve unit and required to participate in two weeks of active duty for training may do so without this time being charged against earned vacation, but their university salary is not continued during those weeks. Other university benefits will continue during military leave as provided by law; please contact the Office of Human Resources for complete information on benefits continuation. Employees will be reinstated from military leave in compliance with applicable federal and state laws.

Members of the National Guard or of the official militia of the State of Texas or members of the armed forces reserves are subject to the annual call for temporary active duty. These employees may be granted a leave of absence without pay. A copy of the military orders must be presented to the supervisor and Human Resources when requesting leave. Employees who are absent from work for duty in the uniformed services will be granted unpaid military leave and reinstatement

rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Please contact the Office of Human Resources for additional details regarding military leave.

Section 4.7 OTHER EMPLOYMENT INTERRUPTIONS

A. Bad Weather Days

Employees who are able to safely reach the university are expected to report to work. If road conditions make safe travel impossible, employees may elect to use vacation time, or, if they have exhausted all accrued vacation and holiday time, take time off without pay. Time off due to bad weather may not be charged to sick time.

Essential personnel, i.e., Campus Police and designated Facilities' personnel are required to report to work. Residence Life personnel may also be required to report to work if students are on-campus during bad weather days.

B. Medical, Dental Appointments

Brief time off during regular working hours may be granted by your supervisor in order to meet medical and/or dental appointments. Hourly employees who are unable to make up the time, **within the same work week**, at a time agreed to by the employee and his/her supervisor, may use accrued sick time for these appointments.

C. Official Closings

If the university is officially closed due to bad weather or other unforeseen circumstances, hourly employees who are regularly scheduled to work 30 or more hours per week will receive pay for the day plus pay at his/her regular rate for hours that they are actually required to work that day. Employees who had previously requested vacation time or who are on sick leave will be paid for the day; no time will be deducted from their vacation, holiday, or sick leave accounts.

D. Unexpected Tardiness or Absence

Daily punctuality is regarded as very important. If you find that circumstances will delay your arrival at work, you should report this to your supervisor as soon as possible. Hourly employees may make up the time, **within the same work week**, at a mutually satisfactory time.

E. Voting

Reasonable time off may be taken to vote in local, state, or national elections if, due to the work schedule, it is not possible for you to vote either before or after working hours. If you need time off to vote, you must request such time within a reasonable period before the election. Arrangements that minimize the disruption of the work schedule should be made with your immediate supervisor.

Section 4.8 PAID TIME OFF

A. HOLIDAYS

Holidays will be declared by the officers of the university. Prior to the beginning of each new fiscal year, a holiday schedule will be posted on the employee portal. Employees are entitled to observe optional religious holidays – Rosh Hashanah, Yom Kippur and others – by agreeing to work another TLU holiday with supervisor approval.

A full-time hourly employee required to work on one of the designated holidays will be paid eight hours at his/her regular rate plus pay at his/her regular rate for hours actually worked that day. Certain employees are designated as “part-time as needed” and are not eligible for holiday pay. Employees who are on unpaid leave will not receive pay for holidays that occur during their absence. Employees who separate from the university are not paid for unused holidays. Employees are responsible for monitoring their leave balances.

B. *VACATION

Employees earn vacation hours each month based on length of employment. Part-time employees (.50 FTE and/or more according to the TLU guidelines) earn vacation hours each month on a pro-rated basis. Vacation accruals will increase on the employee’s anniversary date until the maximum accrual of 16.67 hours per month (total annual accrual of 200 hours) is reached.

Length of Service	Monthly Accrual	Bi-weekly	Annual Accrual	Max Accrual
0 – 3 Years	10.00	4.62	120.00	160.00
4 – 5 Years	13.33	6.15	160.00	200.00
6 Years and over	16.67	7.69	200.00	240.00

Vacation earned is accrued with each pay period. The employee will not accrue vacation while on unpaid leave. When the maximum carryover is reached, no additional vacation will be accrued until vacation taken is reported to Payroll. The employee is responsible for monitoring his/her accrued vacation balance by reviewing the pay stub which is available on the employee portal.

Leave time is not available during your first three (3) months of employment, although hiring supervisors can make exceptions. The supervisor must approve vacation time, which is to be taken at the convenience of the department. Employees may use their vacation time in one-half hour increments. Please note that you may not use vacation time that you have not accrued.

The use of vacation time is limited on a daily basis; the number of hours worked plus the number of vacation hours taken cannot exceed the number of hours that you normally work in one day (generally 8 hours).

C. *SICK LEAVE

The purpose of the sick leave benefit is to provide financial security during significant illnesses. You are normally allowed sick leave with pay for your own illness or injury or for the illness or injury of your parent, dependent children (under the age of 18 or, due to physical or mental disabilities, unable to care for themselves), or spouse.

Full-time employees earn eight hours of sick leave for each full month of employment, cumulative to a maximum of 720 hours. Part-time employees earn sick leave on a prorated basis. Employees will not accrue sick leave while on unpaid leave. Sick leave may not be used for vacation nor will unused sick time be paid out upon separation from the university.

Employees may take sick leave in one-half hour segments. The use of sick leave hours is limited on a daily basis; the number of hours worked plus the number of sick leave hours taken cannot exceed the number of hours that you normally work in one day (generally 8 hours).

Regular use of sick leave may indicate health or work-related problems. In such cases, the supervisor may counsel the employee and may require proof of illness through medical examination.

D. JOB ABANDONMENT (NO CALL, NO SHOW)

An employee, who has any absence of more than three (3) days without proper notification to the immediate supervisor and/or to Human Resources will be considered as job abandonment and voluntary termination of employment.

E. *SICK LEAVE DONATION

The Sick Leave Donation program is a voluntary, confidential way for you to donate sick days to be used by a co-worker who cannot return to work because of a serious health condition, as defined under the Family and Medical Leave Act (FMLA). Voluntary sick leave donations may be used to provide paid sick leave for a maximum of 160 hours in a twelve-month period. The twelve-month period will commence on the day you first utilize donated sick leave.

You may also donate sick hours to a reserve account for use by any co-worker in need. Employees who have exhausted all of their available sick hours are encouraged to contact the Office of Human Resources to discuss their eligibility to use reserve account sick days.

To be eligible to donate sick days, you must have accumulated at least 160 sick hours.

To be eligible to receive donated sick days, you must:

- have been employed full-time for twelve continuous months;
- have exhausted all of your own sick days and have no more than 40 hours of vacation time accrued;
- require a continued absence from work due to your own serious health condition or to care for a family member who has a serious health condition (as defined under the FMLA);
- provide medical documentation (as required under the FMLA); and
- not have been counseled for abuse of the Sick Leave Policy

Please contact the Office of Human Resources for more information.

SECTION 5: RULES AND CONDUCT

Section 5.1 RULES OF CONDUCT

In the interest of maintaining good working conditions, employees are expected to observe TLU's policies, procedures, and rules of conduct. Although the following list is not to be construed as all-inclusive, it provides a guide to behaviors that constitute a violation of rules of conduct. The listing of these rules does not limit the imposition of disciplinary action for other acts that violate the normal and reasonable standards of work place conduct as determined by TLU.

- a. Work does not meet standards
- b. Poor attitude, lack of professionalism, rudeness, lack of cooperation, or insubordination
- c. Theft, misappropriation, or damage to property not belonging to the employee
- d. Falsification, misrepresentation, or omissions on application materials, time and attendance records, or any other TLU report or record
- e. Mistreatment, abuse, intimidation, or profanity
- f. Reporting to work while under the influence of alcohol or drugs, consumption, possession, trade, or sale of alcohol or drugs in the workplace
- g. Violation of safety rules, endangering oneself or others
- h. Misuse of time during work hours
- i. Harassment, including sexual harassment
- j. Being convicted of a crime that indicates unfitness for duty or raises a threat to the safety, well-being of the university, its employees, property, or guests
- k. Excessive absenteeism or tardiness, regardless of cause; failure to notify supervisor of anticipated tardiness or absence

Section 5.2 DISCIPLINARY ACTION

Although cause is not necessary for termination, violation of any of the university or departmental policies and procedures could result in dismissal or less severe disciplinary action including, but not limited to, verbal counseling, written warning, and, in some instances, suspension with or without pay or probation. The goal of disciplinary action is to help employees succeed in their positions and to reinforce in them the desire to meet accepted standards of performance and conduct. In making a decision as to what action should be imposed, the supervisor will consider all of the circumstances involved, as well as the employee's overall employment record. Certain violations may subject the employee to dismissal on the first offense. Should disciplinary action be necessary, it may consist of the one of the following measures:

1. Verbal counseling – the employee is advised of the violation or problem and the need to correct the behavior. Documentation of the verbal counseling is required, and is placed in the employee's personnel file.

2. Written warning – the employee is advised in writing of the violation or problem. The written warning should detail the complaint and refer to any previous verbal counseling that may have been given. The document shall include guidelines and timetables for acceptable performance and shall clearly notify the employee that failure to meet the established guidelines and/or timetables may result in further disciplinary action, up to and including termination. The employee and the supervisor shall sign the warning and it will be placed in the employee's personnel file, along with documentation of the previous verbal counseling (if applicable). If the employee is unwilling to sign, the supervisor shall request that another supervisor or a representative from the Office of Human Resources sign the document, in the presence of the employee, as a witness that the warning was given to the employee. The employee shall be informed of their right to include a written response to the complaint in their personnel file.
3. Dismissal – Although dismissal normally follows other discipline, there may be situations when dismissal cannot be preceded by a verbal counseling or written warning but may need to occur immediately. At the time of dismissal, the employee should be advised of the availability of the grievance procedure.

Section 5.3 COMMUNICATIONS

Our success depends in large part on effective verbal and written communication. Please show respect for other staff members, students and their families, and guests by speaking clearly, listening courteously, and responding in a timely manner.

Written communication that is intended to express the policy or official stance of TLU on any matter must be approved by Marketing and Communications before being released.

Section 5.4 CONFIDENTIALITY

In accordance with the trust placed in its employees by the university and its users, all TLU employees are responsible for maintaining the confidentiality of the sensitive data with which they work, including but not limited to personally confidential information about individuals who work or study at TLU. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature: student information; operations manuals; university practices, marketing plans, techniques and materials; development plans; financial information; student and applicant lists; personnel and payroll records; records regarding vendors and suppliers; strategic plans; budget materials, records and files of the University; and/or other information concerning the business affairs or operating practices of TLU. "Confidential Information" includes information in any form, such as written documents or records, or electronic data. For the purposes of this policy, TLU employees include administrators, student employees, staff, temporary, contract or casual employees, faculty and volunteers.

TLU maintains a number of policies to protect information possessed by the university. In accordance with these policies, all employees must protect all sensitive information by using

such information only for approved purposes, controlling its dissemination, and reducing to the extent reasonably possible the risk of its unauthorized use or disclosure. Confidential information must never be disclosed, directly or indirectly, removed from university premises, copied, transmitted or in any other way used by an employee for any purpose outside the scope of the employee's university employment. Such information must never be revealed to non-university persons without the express written consent of TLU. Employees must maintain the university's confidential information as confidential both during and after termination of employment.

Additionally, TLU employees may have access to other kinds of sensitive information that is protected by federal, state, or local laws and regulations. TLU employees are required to comply with all applicable laws and regulations and TLU policies. The failure to comply with sensitive information, or to protect other sensitive information not specifically covered by such policies, laws, or regulations, may result in disciplinary action. Disciplinary action may include termination of employment or enrollment at TLU.

Section 5.5 DRUG-FREE WORKPLACE

Texas Lutheran University adheres to the regulations and expects its employees to abide by the guidelines expressed in the Drug-Free Workplace Act of 1988 which are published in the January 31, 1989 *Federal Register*. The university's guidelines are as follows.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. The workplace is defined as the TLU campus in Seguin, New Braunfels, and Houston or any other site or vehicle in which personnel are engaged in activities related to the mission of the university.

As a condition of employment under the above regulations, an employee shall notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Appropriate personnel action will be taken in the case of an employee who has been convicted, up to and including dismissal. Requirement of satisfactory participation in a drug abuse rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency may be a part of the personnel action.

The university reserves the right to require drug-testing for employees in certain categories or positions.

Section 5.6 VIOLENCE IN THE WORKPLACE

The safety and security of TLU faculty, administrators, staff and students are critical. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance of the organization's ability to execute its mission will not be tolerated.

Threats, threatening behavior, or other acts of violence executed off the university owned or leased property but directed at university employees or members of the public while conducting

official university business, is in violation of this policy. Off-site threats, include but are not limited to, threats made via the telephone, fax, electronic or conventional mail, or any other communication medium.

Violations of the zero-tolerance policy by employees will lead to disciplinary action up to and including dismissal. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from university owned or leased premises, termination of business relationships with that individual(s), and/or prosecution of the person(s) involved.

Employees are responsible for immediately notifying their appropriate supervisor and Campus Police of violence on university owned or leased property. Employees should also report any behavior they have witnessed which they regard as threatening or violent and is carried out on university owned or leased property or in connection with TLU employment. Any person who makes threats, exhibits threatening behavior, or engages in violent acts on university owned or leased property may be removed from the premises pending the outcome of an investigation.

Each employee, who receives a protective or restraining order which lists University owned or leased premises as a protected area is required to provide a copy of such order to Campus Police.

Section 5.7 FIREWORKS, HAZARDOUS SUBSTANCES, AND WEAPONS

Fireworks, ammunition, explosives, hazardous chemicals, gasoline, or other weapons, including BB or pellet guns, martial arts weapons, and hunting bows and arrows are prohibited on campus except under the following conditions: campus residents may transport their hunting and target firearms directly to the police department and check them in for storage. The firearms may not be loaded or kept in public view on campus while being transported to and from the police department.

The campus carry legislation, passed by the State of Texas during the 2015 legislative session allowing the carrying of concealed handguns on colleges and university campuses, included an “opt out” provision for private institutions. Texas Lutheran University, as a private institution, has chosen to “opt out” of this legislation and therefore prohibits the carrying of handguns on campus.

Section 5.8 NEPOTISM

Relatives of current employees will be considered for employment if they are qualified for a vacant position on their own merits. No relative may participate in making recommendations or decisions affecting the appointment, retention, work assignments, promotion, demotion, salary, or working conditions of the other. For the purposes of this policy, “relatives” include spouses, children, stepchildren, wards, parents, siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins. Should two employees in a supervisory relationship get married, the employee with the shorter length of service may be required to transfer to another vacant position for which s/he is qualified or to resign.

***Section 5.9 OUTSIDE EMPLOYMENT**

Employees who wish to engage in non-university employment in addition to their university work must not participate in outside employment that reflects adversely on the university or interferes with their duties at the university. In order to avoid possible conflicts of interest, full-time administrative staff must secure written approval from their supervisor prior to accepting supplemental employment outside the university. Failure to secure such permission may lead to disciplinary action up to and including dismissal.

Section 5.10 PROFESSIONALISM

It is important that every TLU employee project a friendly, helpful image in every way possible and that you demonstrate these attitudes in your contacts with students, fellow staff members, and the public.

Professional dress and appearance are important. Attire should be neat, clean, and in good repair. Please use good judgment in your selection and fit of apparel. Appropriate dress requirements may be discussed and clarified with your supervisor.

Please offer assistance in directing campus visitors to their destinations. Those needing general information about the university should be directed to the Admissions Office located in the Beck Center.

Section 5.11 CONSENSUAL RELATIONSHIPS

TLU is committed to the principle that a positive learning environment is fostered by professionalism, respect, and trust. Students must encounter a university community that is free from exploitation, harassment, or discrimination of any kind (affirmed by American Association of University Professors, Code of Professional Ethics).

Employees with direct teaching, supervisory, advisory, or evaluative responsibility over other employees, students, or student employees recognize and respect the ethical and professional boundaries that must exist in such situations. While relationships between consenting adults are a personal matter, they can create potential conflicts in the workplace and in the educational setting, which could result in a breach of professional ethics. Such relationships also have the potential for exploitation of an employee, student, or student employee and can possibly create professional or academic disadvantages for third parties. It is the expectation that all employees conduct themselves in a professional manner that is reflective of the values set forth by Texas Lutheran University. This policy applies to all faculty, staff, students, volunteers, and contractors of Texas Lutheran University.

Consensual relationships are prohibited between faculty and students enrolled in a course taught by the faculty member, or whose academic work (including work as a teaching assistant) is supervised by the faculty member.

Consensual relationships are prohibited between staff and students where the staff member, who as part of their job duties, supervises, manages, advises, or otherwise has authority or control over a student or student employee.

The university reserves the right to take disciplinary action, including termination, against any employee who engages in a prohibited relationship.

Section 5.12 ANTI-DISCRIMINATION AND HARASSMENT POLICY

As a community of faith and learning in which staff, faculty, students, and their guests seek and pursue their various callings, Texas Lutheran University nurtures respect for the individual within an environment that encourages each of its members to develop his or her gifts. To preserve this environment, the university will not tolerate harassment of any kind. Harassment is defined as verbal or physical conduct which has the intent or effect of unreasonably interfering with an individual's or group's educational and/or work performance at TLU, or creating an intimidating, hostile, or offensive educational or work environment on or off campus. Such behavior undermines the atmosphere of trust essential to the academic enterprise and represents a failure of professional ethics.

In accordance with Title VII and Title IX, where applicable, harassment on the basis of race, color, sex, age, religion, national origin, or disability includes harassment of an individual in terms of a stereotyped group characteristic or that person's identification with a particular group. The university strictly prohibits the use of racial and ethnic slurs, name-calling, derogatory statements, or any other acts of harassment.

In addition to violating the rights of an individual, harassment is inconsistent with the mission of the university. Any member of the TLU community who believes that he or she has been harassed is encouraged to see **Appendix E - Civil Rights Equity Resolution For All Faculty, Students and Employees**.

***Section 5.13 GRIEVANCE PROCEDURE**

Every member of the Texas Lutheran University community must be dedicated to working with other members to provide the best education possible for our students and to provide a harmonious working environment. In order to facilitate communication between employees and the administration, all administrative staff maintain an open door policy to discuss any work-related problem or concern with an employee. Although you should first attempt to resolve any work concerns with your immediate supervisor, other university administrators are available to meet with you and will respond to reasonable requests for assistance.

Because grievances are ultimately resolved by individuals rather than by formal structure, you should first attempt to resolve the difficulty informally. If you have attempted to resolve a problem informally but are not satisfied with the outcome, you may file a formal grievance. To be considered under this procedure,* a grievance must be raised within 14 days from the time that the employee has knowledge of the act which is the basis for the grievance. Any claim not presented

within this time period shall be deemed to have been waived. In an extraordinary circumstance, the vice-president for finance and administration may waive the 14-day period.

You should, within the 14-day limitation, take the matter to your immediate supervisor. Your immediate supervisor shall, within 7 days, investigate the situation and report the decision to you in writing. Should the complaint be against your immediate supervisor, you may take the matter to the vice president in your area who shall, within 7 days, investigate the situation and report the decision to you in writing. Should the complaint be against the vice president in your area, you may take the issue in writing to the associate vice president for human resources (if the AVP for human resources is party to the grievance, the vice president for administration shall act on behalf of the Office of Human Resources).

In the event that you are not satisfied with the decision of your immediate supervisor, you may, within 7 days from receipt of the written response, take the issue in writing to the associate vice president for human resources. Any claim not presented within this time period shall be deemed to have been waived. Whenever possible, the associate vice president for human resources shall, within 7 days, investigate the situation and report the decision to you in writing. It is recognized that, owing to vacation or absences by some of the parties involved, some investigations may take longer than 7 days.

In the event that you are not satisfied with the decision of the associate vice president for human resources, you may, within 7 days from receipt of the written response from the associate vice president for human resources, present the grievance in writing to the vice president for administration (if the vice president for administration is party to the grievance, the president** shall act on behalf of the Office of the Vice President for Administration). Any claim not presented within the time period shall be deemed to have been waived. The vice president for administration shall, within 7 days, investigate the situation and take one of the following actions:

1. Find that the complaint is not in violation of prevailing rules and regulations and take no action on your behalf.
2. Find that resolution and/or adjustments are warranted and instruct the proper officers to implement such resolution and/or adjustments.

You may use this grievance procedure without fear of harassment or retaliatory action. You shall not lose pay for time away from the job for the purpose of attending meetings required under this procedure.

* Please refer to the **Civil Rights Equity Resolution For All Faculty, Students and employees (Appendix E)** for guidelines on how to file a Sexual Harassment Grievance.

** Should the complaint be against the president, the complaint shall be lodged with the chair of the Texas Lutheran University Board of Regents.

Section 5.14 ELECTRONIC COMMUNICATIONS

TLU provides employees a number of communications devices designed to enhance our efficiency. These devices may include, but are not limited to, telephones, fax machines, computers, postal and carrier services, email, voicemail and the like. Generally speaking, we expect these devices to be used for business purposes only. Employees who spend excessive amounts of work time using these devices for non-business purposes (e.g., surfing the Internet) are subject to disciplinary action, up to and including discharge. Incidental, limited use of these devices for non-business messages will be tolerated; however, so long as the use does not:

1. Infringe on the right of another employee or interfere with his/her performance of duties;
2. Result in a cost billable to the university;
3. Interfere with the conduct of university business;
4. Reflect adversely on the university, as determined by TLU;
5. Violate or lead to the violation of a rule or the instruction of a supervisor;
6. Involve access to or transmission of pornographic or sexually explicit material; or
7. Involve the conduct of a for-profit enterprise

No wire, oral or electronic communication to persons not employed by the university may contain confidential TLU information. Employees must always be conscious of their duty to protect the sensitive data of the university.

Employees should expect no right of privacy in the use of university communications or electronic devices, even if passwords are used. Employees who use TLU communications devices consent, as a condition of employment, to have their wire, oral, and electronic communications intercepted, monitored, recorded, stored, and/or reviewed by university officials at any and all times, with or without notice, by any mechanism. Accordingly, employees are prohibited from using any device or taking any measure that defeats university access to such communications and/or electronic storage devices, including but not limited to, the use of computer passwords or the encryption of information, unless authorized by the university for business reasons only. In cases, where an employee utilizes a device or takes a measure that defeats access to such communications and/or electronic storage devices, TLU reserves the right to bypass or defeat the device or measure, using any means available to it, with or without notice to the employee.

Section 5.15 SOCIAL MEDIA NETWORKING

Personal web sites and web logs have become prevalent methods of self-expression in our culture. The university respects the right of employees to use these media during their personal time. This policy applies to all employees who make web postings that affect the university, its employees, vendors, students, and the general public. Any employee who makes anonymous web postings is also responsible for complying with this policy.

Web postings include personal web sites, web logs (“blogs”), multi-media and any other social networking websites.

Pursuant to this policy:

- All employees are personally responsible for their web postings and solely liable for web postings that are defamatory, invade privacy, are harassing, retaliatory and/or violate any other local, state or federal laws.
- Web postings by any employee shall not violate any of the policies set forth in these Guidelines and/or any rules or policies of the university.
- Employees who make web postings that in any way relate to the university must include a disclaimer to readers/viewers stating that the views expressed are the employee's alone and that such views do not necessarily reflect the views of the university.
- Employees may not disclose, in any format, any information that compromises student privacy or is confidential, sensitive, privileged or proprietary to the university.
- Employee web postings may not include any university logos or trademarks, and must respect copyright, privacy, fair use, financial disclosure, and other applicable laws.
- Employees shall not name, reference or post pictures of university employees, vendors, students, or the general public without their express approval.
- If a member of the news media contacts an employee regarding the employee's postings concerning or in any way relating to the university, the employee must refer the media to the Vice President for Marketing and Communications.
- Employees are expected to uphold the university's values and academic reputation and refrain from making defamatory statements about the university or its employees, former employees, vendors, students, or any member of the general public.
- Employees shall not make any personal web postings during their working time.

The university reserves the right to monitor comments or discussions about the university, its employees, vendors, students, or business which are posted or disclosed by employees on the Internet. The university may use blog-search tools and software to monitor social networking forums such as blogs and other types of personal journals, diaries, or discussion forums.

A violation of this policy may result in discipline up to and including termination.

The above policy should not be interpreted to restrict or interfere with any employee's federal or state labor law rights, free speech, or any whistleblower protections under federal or state law.

SECTION 6: GENERAL POLICIES AND PROCEDURES

Section 6.1 CHECK CASHING

You will normally use your individual banking facilities to cash checks; however, you may cash personal checks for \$50 or less at the cashier window in Financial Services.

Section 6.2 COMPUTER PURCHASE PROGRAM

TLU offers up to \$2,400 in interest-free financial assistance to employees who have been employed for a minimum of six (6) months for the purchase of personal computer hardware and/or software. This financial assistance is repayable over 18 calendar months through payroll deductions. The request form is available on the portal under TLU Info – “Forms, Policies, and Requests”.

Section 6.3 COPYRIGHT INFRINGEMENT

The reproduction of published works or printed matter in violation of copyright laws, or beyond what is historically and legally considered as “fair use,” is strictly forbidden. Such violation could place both you and the university in legal jeopardy. The “fair use” principle means the extent that copyrighted material may be copied without permission of the copyright owner. This encompasses four conditions or tests: (1) use to be made of the copies, (2) nature of the copyrighted work, (3) amount and substantiality of the portion used in relation to the copyrighted work as a whole, and (4) the effect of use on the potential market for or value of the copyrighted work. Following are examples of what does or does not constitute “fair use:”

- Fair use applies only to reproduction for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.
- Copying for non-profit use has no bearing on the question of fair use.
- Copying portions of a news article may be fair use, but copying from a workbook designed for a course of study is not.
- Photocopying or duplicating by an individual for his or her personal use, as long as it is a single copy of an article, short poem, or a small portion of the work, is generally considered fair use.
- Fair use allows teachers, acting on their own, to copy small portions of a work for the classroom, but does not allow the university to do so.
- Systematic duplications, whether making multiple copies at one time or single copies that in the aggregate add up to multiples, is not considered fair use.
- If resulting economic loss to the copyright owner can be shown, even making a single copy of certain materials may be a violation.

Section 6.4 FUNDRAISING AND GRANTS COORDINATION

To avoid conflicting programs, all fundraising activities conducted by university-related entities or on behalf of the university must be coordinated through the Development Office. Additionally, all applications to external sponsors must be submitted to the Development Office for proper review and approval before submitting to the sponsoring agency.

Section 6.5 PURCHASING

All purchases in excess of \$1,000 require a purchase order. On-line requisitions/purchase orders may be completed on MyTLU / Finance / Requisitions. Please contact Financial Services for more information.

Section 6.6 SIGNING AUTHORITY

Contractual commitments between the university and other persons or corporations can only be made by the president or a vice president at the cabinet level. In the case of employment offers, only the president or the Office of Human Resources, acting as the president's designee, may make a commitment on behalf of the university.

Section 6.7 SOFTWARE COPYRIGHT COMPLIANCE

It is the policy of Texas Lutheran University to prohibit software piracy and copyright infringements. All staff shall ensure that this policy is enforced.

Receiving or being a party to copying software, or the illegal use of software in violation of the license agreement, is a crime. Several relevant points can be made with regard to this issue:

1. Software developers do NOT condone unauthorized copying in order to gain market penetration.
2. The price of software does NOT make unauthorized copying justifiable. This is particularly pertinent to faculty, staff, and students, who often benefit from educational pricing from the publisher.
3. Although the cost of improper use of software (such as illegal copying or use outside the bounds of the license agreement) is borne initially by the software developer, it is paid for ultimately by legitimate users.

TLU maintains records to ensure that software provided on university-owned computers is properly licensed. It is forbidden to copy or attempt to copy university-owned software; illegal copying is a violation of license agreements.

Only that software which has been purchased through and coordinated with the chief information systems officer shall be installed on university-owned computers. Software that has been legally acquired by individuals outside of normal TLU software acquisition procedures will not normally

be supported by TLU computer staff. Software that cannot be shown to be legally obtained is not permitted on university-owned computers.

Faculty, staff, and students who violate TLU software copyright compliance policies will be subject to disciplinary action.

Section 6.8 SOLICITATION

The university prohibits unauthorized solicitation by outside vendors or employees representing outside vendors. On occasion, special arrangements may be made with a computer manufacturer or benefit service to make information or special pricing available; however, no solicitations will be made.

Solicitation, canvassing, distribution of materials, and similar activities by any employee of the university must be approved by the supervisor. Employees should conduct any approved solicitation in a manner that is not disruptive to the work of other employees; the approved solicitation should be limited to non-working times and in non-working areas.

“Work time” is defined as that time when an employee is scheduled and expected to be properly engaged in performing his/her work tasks. “Work areas” are all areas of the University except break rooms and other areas designated for non-work use.

Section 6.9 STUDENT COMPLAINTS

Student complaints should be forwarded to the Associate Vice President of Student Affairs and Dean of Students to be handled in accordance with the current TLU Student Handbook.

Section 6.10 TRAVEL REIMBURSEMENT

Travel on behalf of the university must be approved by your immediate supervisor and must be within the supervisor’s budget to cover the costs of the travel. You will be reimbursed for all reasonable expenses. Please observe the following guidelines; significant exceptions should be approved ahead of time.

A. Transportation

Airline reservations are to be made far enough in advance to take advantage of special rates. Travel by private auto is reimbursable at the current IRS rate provided that such total reimbursement does not exceed equivalent air coach fare. Rental autos may be used when such travel is more advantageous to the university than the use of other means of transportation. Taxi and limousine fares are reimbursable if no other reasonable public transportation is available and practical.

B. Meal/Lodging Expense

Reasonable actual expenses for meals and hotel expenses are reimbursable.

C. Miscellaneous Expenses

Reimbursement is provided for other expenses such as registration fees for conferences and conventions, tips, and the purchase of materials for use as part of the trip.

E. Receipts

Reimbursement for expenses is limited to those incurred for business purposes only. Please provide itemized receipts for all expenses for which you plan to seek reimbursement.

If a university credit card is used, all receipts must be submitted through the Commercial Card Expense Reporting (CCER) service. Please contact Accounts Payable if you have any questions. Failure to provide receipts may result in that amount being reported to the IRS as additional personal income.

F. Reporting Expenses

All travel expenses must be reported on the *Travel Expense Voucher* within 30 days after the conclusion of the travel. Untimely expense reports may result in rejection of the reimbursement request.

Section 6.11 TUITION REMISSION / TUITION EXCHANGE

Tuition remission / tuition exchange is a professional courtesy extended to employees and employee dependents; it is not an entitlement benefit of your employment.

A. Tuition Remission

Tuition remission is a benefit that allows full-time employees, their spouses, and unmarried dependents (as defined by the IRS standards) to enroll at TLU at no tuition or reduced tuition cost. Once you have completed 12 consecutive months of full-time employment, you and your dependents may be eligible for tuition remission at the start of the next semester. Employees of TLU who work at least .75 FTE may take up to 2 courses per semester (1 per sub-term), 1 per summer term; anything in addition is the financial responsibility of the employee. Withdrawals and drops (excluding those courses dropped during the 100% refund period) are included in the annual maximum.

Benefits are pro-rated based on FTE. Approval must be sought from your supervisor prior to enrolling in a course. Employees and dependents seeking a second bachelor's degree are not eligible for tuition remission.

Tuition remission is available for tuition only and on courses for which the University does not incur direct costs per student enrolled. Room and board, personal music instruction, course-related

fees, student services fee, student enhancement fee, technology fee, post-baccalaureate teacher certification program and any other non-tuition fees are not eligible for tuition remission and are the financial responsibility of the student.

Accelerated Bachelor of Science of Nursing (ABSN), Direct Entry Master of Science of Nursing (DEMSN), Doctor of Education in Interdisciplinary Leadership (Ed.D.) are not eligible for tuition remission. Tuition for these programs will be considered the financial responsibility of the student and are not covered under the tuition remission/waiver benefit.

Tuition Remission is capped at 160 semester hours.

Additional restrictions apply. Please see the Tuition Remission / Exchange policy (Appendix F) or contact Student Financial Services for additional information and restrictions.

B. Tuition Exchange

Tuition exchange is a reciprocal scholarship program that allows dependent children of TLU full-time faculty and staff to *apply* for competitive scholarships to *other* participating member institutions. Certification of a student by TLU to be considered for a tuition exchange scholarship does not guarantee the student will be awarded a tuition exchange scholarship by the chosen institution. The attending institution determines the scholarship recipients and amounts. Tuition exchange scholarship amounts vary among participating colleges and universities.

For additional details and restrictions about tuition exchange, please see Appendix F – Tuition Remission and Tuition Exchange Policy.

Section 6.12 USE OF UNIVERSITY NAME AND LOGO

TLU does not permit the use of its name or logo in any announcement, advertisement, publication, or report if such use in any way implies institutional endorsement of any product or service without the expressed, written permission of the university. The vice president for marketing and communications must approve all requests for use of the name and logo.

SECTION 7: SAFETY AND FACILITIES

Section 7.1 SAFETY

Safety is everyone's responsibility! All employees of the university must exercise reasonable care in the performance of their job duties and avoid unnecessary risks and hazards at all times. Please report any hazardous conditions or situations to your immediate supervisor. Willful or repeated violations of safety procedures or a careless disregard for safety may result in disciplinary action up to and including dismissal.

Candles and halogen lamps are prohibited in the workplace. All electrical appliances brought to the workplace must be U.L. approved and must not cause a disruption to the electrical circuits. Please exercise extra caution when using space heaters, coffeepots, mug warmers, or other appliances with heating elements; it is imperative that these appliances be turned off when you leave the work area.

Section 7.2 ACCIDENT AND INJURY REPORTING

Should you be involved in an accident or injured in the course of your university-related responsibilities, please report the incident to your supervisor and the Office of Human Resources immediately. Failure to report accidents and/or injuries in a timely manner may result in a delay of or ineligibility for benefits.

Likewise, should you see another member of this community who has been involved or injured in an accident, please offer assistance to that person and notify your supervisor.

See also Section 3.4 (B) Workers' Compensation & note, the required "First Report of Injury" form can be found on the employee portal on the "HR Information" page.

Section 7.3 FACILITY USAGE AND SCHEDULING

Wherever possible, scheduling should be done at least one semester in advance, preferably one year. As the schedule managers request facilities and register events on the master calendar, users will be alerted of potential scheduling conflicts.

All persons using university facilities are expected to exercise due diligence with respect to the well-being of persons and the safety of equipment and facilities. The university cannot be responsible for any liabilities resulting from negligence on the part of users.

The schedule manager is responsible for all facilities except for classrooms during times scheduled by the registrar. When the schedule manager schedules classrooms for use, it is his/her responsibility to ensure that such use does not conflict with use scheduled by the registrar.

Section 7.4 FACILITY SERVICE WORK ORDERS

All requests for repairs and assistance from the Facility Services staff must be submitted on a *Work Request*. On-line work orders are available on the employee portal. Requests for remodeling or renovations must be processed in writing through the appropriate vice president and forwarded to the vice president for finance & administration.

Section 7.5 BULLETIN BOARDS

Bulletin boards are located throughout the campus. Notices of events or changes that may affect employees, services, or the university may be posted on these bulletin boards. All materials posted on university bulletin boards must be approved by the appropriate office.

Section 7.6 KEY POLICY

All key requests should be made to Facility Services using the *Key Request* form. The form must contain the name of the building, the room number(s) for the keys being requested, the name of the requestor, and be signed by the department head or chair before they can be processed. When the key(s) are available, the requestor will be notified to come to Facility Services and sign for them. When your employment with TLU terminates, employees must turn in all keys to Facility Services or the Office of Human Resources before leaving the campus. Due to the nature of the university key system and the impact on campus safety, a fee of \$50.00 per lost/missing key will be assessed to employees and deducted from payroll. If the missing key is subsequently found, the fee will be refunded.

Section 7.7 LOST AND FOUND

Lost items should be turned in to the Communications Center in the Alumni Student Center. Please direct all inquiries regarding lost items to the communications specialist.

Section 7.8 NOTARY PUBLIC SERVICES

Notary Public services are available in the Business Office and the Office of Admissions by appointment only.

Section 7.9 PARKING

TLU employees enjoy free parking; parking permits are obtained at no cost from the Alumni Student Center. The permit must be properly displayed on the vehicle and employees must abide by the parking regulations of the university.

Section 7.10 POSTAL SERVICES

The Post Office is located in the Alumni Student Center. In addition to mail distribution, you may mail packages and purchase stamps during the Post Office operating hours from 9:00 a.m. until 4:00 p.m. Monday through Friday.

Section 7.11 TLU ANIMALS ON CAMPUS POLICY

PURPOSE

Pets are the source of much enjoyment and companionship to members of the TLU community. However, pets may also pose a concern or threat to the health and safety of the campus community and/or disrupt campus operations.

To explore the proper balance of allowing pets on campus while recognizing the need to ensure that all faculty, staff, students, and visitors could safely utilize our campus facilities, the University reviewed issues and complaints from students, faculty, staff, and visitors as to the presence of pets in multiple University facilities. In developing a policy on pets, the University sought to harmonize, when possible, the foregoing concerns and also sought to avoid any situation where an individual would feel uncomfortable or unable to ask another member of the University community to refrain from bringing a pet into a University facility.

DEFINITIONS

Pets shall mean a domestic or tamed animal kept for companionship or pleasure.

University Facility shall mean any building owned, operated, leased, or maintained by Texas Lutheran University, including outdoor athletic facilities.

Service Animal, as defined by Title II and Title III of the Americans with Disabilities Act means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button.

Emotional Support Animal, as defined by the TLU Student Handbook Animal Policy, is an animal prescribed by a physician or mental health professional to an individual with a disability or condition to provide comfort and relief to the owner and is a part of a person's treatment plan. An emotional support animal is not a pet, nor a service animal.

POLICY

Pets are not permitted in, or within, any University Facility. Pets are also not permitted at the swimming pool or at any athletic event.

Pets are permitted throughout the outside areas of the TLU campus provided they are leashed and under the direct control of their owners. Owners are responsible for cleaning up

after their pets while on the campus and must appropriately dispose of any waste. Owners will also be responsible for any damage caused by their pets while on campus.

VIOLATIONS OF THIS POLICY

Permission to have pets on campus is a privilege, not a right. The failure to follow this policy will result in revocation of the privilege and could subject the individual to further disciplinary measures by the University.

NON-APPLICABILITY OF THIS POLICY

This policy shall not apply to service animals.

This policy shall not apply to any University sanctioned event scheduled and announced to include pets, but only for the scheduled time and location. This policy shall not apply to a campus mascot authorized by the University. Questions regarding University sanctioned events or campus mascot activities may be directed to the President's Office.

This policy shall not apply to emotional support animals, pursuant to the Fair Housing Act. For purposes of the Fair Housing Act, only the University's residential facilities will be considering housing facilities. As required by the Fair Housing Act, assistance animals, including emotional support animals, will only be allowed in the University's residential facilities. The TLU Student Handbook provides an Emotional Support Animal policy which must be followed in this instance.

Please contact the Office of Disability Services for further information as to service animals or emotional support animals.

This policy shall not apply to animals used for research that has been approved through the appropriate University policies and procedures.

Lastly, this policy shall also not apply to private residences owned by the University or Area Coordinator apartments in a University housing facility.

Section 7.12 TOBACCO USE POLICY

Texas Lutheran University recognizes its social responsibility to promote the health, well-being, and safety of TLU students, faculty, staff and visitors. For this reason, TLU has adopted a tobacco and vape use policy. Smoking and the use of tobacco or tobacco products is prohibited in and on all University-Owned and leased property to include buildings, grounds, athletic fields and facilities, resident and housing areas, green space, sidewalks and walkways, non-student rental housing, and parking lots.

TLU also supports the NCAA tobacco rules prohibiting the use of any tobacco product by all game personnel* and all student-athletes** during any off campus practice and competition.

Sale, distribution, marketing, promotion and/or advertisement of smoking, tobacco, and vape products prohibited on campus.

Definitions:

Tobacco – Any lighted or unlighted cigarette (clove, bidis, kreteks), e-cigarettes (electronic nicotine delivery systems), cigars, cigarillos, pipes, hookahs; and any smokeless, spit or spitless, dissolvable, or inhaled tobacco products, including but not limited to dip, chew, snuff or snus, as well as all products containing/derived from nicotine.

Smoking: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, including marijuana/cannabis, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device (“vape”) which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this policy.

E-cigarette/Vape: Are known by many different names (e-cigs, e-hook as, mods, vape pens, vapes, tank systems, and electronic nicotine delivery systems). E-cigarettes and vapors produce an aerosol by heating a liquid that usually contains nicotine, flavorings, and other chemicals that help to make the aerosol. Users inhale this aerosol into their lungs (CDC). Vapes include such products regardless of substance being vaped.

University Owned and Leased Property -- real estate, land, buildings, facilities and green space that the University has a legal title of ownership, a contract to use, a lease to occupy, or a right to exercise control over in order to conduct University business, including all University owned vehicles.

Exceptions:

There are no exceptions to this policy.

Enforcement:

It is the shared responsibility of all members of the campus community to respect and abide by this University policy.

Signage:

No Smoking/No Tobacco/No Vaping Use signs will be posted throughout buildings and at entrances to all University owned and leased properties, both indoor and outdoor.

Cessation Support: Qutline # 1-800-QUIT-NOW for free cessation resources and counseling. This is Quitting text DITCHVAPE to 88709 to receive free of charge confidential help, advice from real people, 24/7 support. Expert advice and a supportive community from BecomeAnEx.org.

For more information, contact Student Health and Wellness at healthservices@tlu.edu.

* NCAA Bylaw 11.1.5 Use of Tobacco Products

The use of tobacco products is prohibited by all game personnel (e.g., coaches, trainers, managers and game officials) in all sports during practice and competition.

**** NCAA Bylaw 17.1.8 Use of Tobacco Products**

The use of tobacco products by a student-athlete is prohibited during practice and competition. A student-athlete who uses tobacco during a practice or competition shall be disqualified for the remainder of that practice or competition.

https://www.cdc.gov/tobacco/basic_information/e-cigarettes/pdfs/Electronic-Cigarettes-Infographic-p.pdf

Effective Date: April 23, 2024

Section 7.13 UNIVERSITY PROPERTY AND PERSONAL USE

As a general principle, TLU equipment and property should not be used for the personal needs of faculty or staff. TLU equipment and property should not be moved arbitrarily without knowledge and consent of the immediate supervisor. Faculty and staff who use cell phones owned by the university shall reimburse the university for any expenses incurred beyond the cell plan cost, when incurred because of personal use.

Section 7.14 VEHICLE USE

Drivers of university vehicles must be employees, students, or volunteers of TLU with a valid driver's license and good driving record confirmed by a Motor Vehicle Report (obtained from the Office of Human Resources). Drivers should submit this form at least two weeks in advance. All 15-passenger van drivers must be 21 years old and have completed the requisite training.

- A. You may rent vehicles for university business from local and national vendors by making arrangements directly with an approved TLU vendor. Please contact Accounts Payable for a list of current vendors. Depending on which vendor is used, the vehicle will either be delivered to the campus or you will need to pick it up at the vendor. Since TLU provides insurance coverage, do not accept the insurance option. Please forward invoices to Financial Services with billing account numbers and budget director approval for payment.
- B. You may elect to use your own car for university business travel. Travel by private vehicle is reimbursable at the current IRS rate. Please complete an expense voucher and submit it to the Financial Services for reimbursement.
- C. The university carries automobile insurance that covers rental vehicles and personal vehicles being used for university business. In general, automobile damage insurance follows the vehicle and liability follows the insured (TLU and employees). If your personal vehicle were involved in an accident while you were conducting TLU business, the damages to your vehicle or injuries to yourself would be the responsibility of your personal insurance. Liability for personal injury to others and damage to others' property would be covered by the TLU insurance. The coverage also carries a death benefit if the insured was wearing a seatbelt or protected by an air bag. It is important to remember that, although the insurance is intended to be accepted world-wide, it is not generally accepted in Mexico; special Mexican insurance should be purchased for the duration of a vehicle stay in Mexico.

Please notify the vice president for finance immediately following any accident that occurs while on university business.

- D.** There is strong evidence that the use of cellular phones while driving increases the risk of accidents. For this reason, the use of cell phones while driving on university business is prohibited. If you must use a cell phone while driving, pull over to a safe location and stop. Any time that you may save by continuing to drive while using the phone is absolutely not worth the safety risk.

APPENDICES

Appendix A: TLU EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM SPECIFICS

It is the policy of Texas Lutheran University to provide equal opportunity for all qualified persons in its educational programs, activities, and employment. In full and affirmative compliance with the laws of the United States of America and the State of Texas, and with all applicable regulations pertaining to those laws, the University does not discriminate on the basis of race, creed,* color, national origin, age, sex, or handicap.

See Civil Rights Equity Resolution For All Faculty, Students and Employees, Appendix E

Equal Opportunity for Students

Students who have a complaint of possible discrimination against them regarding equal opportunity should 1) report to the Title IX Coordinator or deputy/deputies, 2) use the online reporting form posted at https://my.tlu.edu/ICS/Public/Free-form_Content.jnz, or 3) contact the Campus Conduct hotline either toll free 866-943-5787.

Equal Opportunity for Faculty and Staff

Faculty, administrative, secretarial/clerical, and facility services staff personnel who have a complaint of possible discrimination against them regarding equal opportunity should 1) report to the Title IX Coordinator or deputy/deputies, 2) use the online reporting form posted at https://my.tlu.edu/ICS/Public/Free-form_Content.jnz, or 3) contact the Campus Conduct hotline either toll free 866-943-5787.

Affirmative Action Policy and Actions

The Board of Regents and the administrative officers of Texas Lutheran University pledge that the resources of the University are available to help improve employment opportunities at this institution for women, for members of racial and ethnic minority groups, and for members of other groups who have been disadvantaged in securing positions for which they are qualified. Texas Lutheran University takes affirmative action to ensure that applications for employment are solicited, that applicants are employed, and that employees are treated during employment, without regard to race, creed,* color, national origin, sex, age, or handicap. Such affirmative action includes, but is not limited to, the following procedures: recruitment, advertising, employment, upgrading, transfer, promotion, demotion, determination of rates of pay or other forms of compensation, selection for training or for faculty or staff development, layoff, and termination.

University-wide Equal Opportunity/Affirmative Action Program Specifics are published in official university documents.

**Section 702, Title VII, provides that a church-related institution may give preference in employment on the basis of religion where religion is a bona fide occupational qualification reasonably necessary to the normal operation of that institution.*

As a university of the Evangelical Lutheran Church in America, Texas Lutheran University will employ persons affirming faith in the mission of the Evangelical Lutheran Church in America sufficient in number to maintain an active and dynamic relationship with the Church.

Appendix B: CRIMINAL HISTORY INVESTIGATION POLICY

In an effort to protect the welfare and safety of our students, faculty, staff, visitors, and the institutional resources of Texas Lutheran University, criminal history investigations will be conducted to identify individuals who have committed criminal acts which would disqualify them from employment by law or because their presence in the workplace would create an unacceptable risk to our university community.

This policy is applicable to all full-time, part-time, or temporary faculty, staff, volunteer, and student positions where it is required by law or deemed prudent by the university, i.e., individuals who handle currency, have access to master keys, have access to student rooms/apartments, work with children under the age of 18, Education and Kinesiology faculty members, or those who work in law enforcement (criminal history investigations for law enforcement officers will be conducted by the chief of police). For purposes of this policy, these positions will be referred to as security sensitive positions. The university reserves the right to perform criminal history investigations for other positions or in individual circumstances as deemed appropriate to protect the interests of the university or its constituents.

PROCEDURE:

1. The Office of Human Resources will initiate a criminal history investigation for candidates who have been offered employment. Criminal history investigations may also be initiated for current employees.
2. *An Authorization and Release for Criminal History Investigation* will be signed by the employee or candidate and witnessed by a TLU representative. This form shall be completed no later than within two working days of the employment offer. Conditional employment offers may be extended pending the results of the criminal history check.
3. The Office of Human Resources will have the request for criminal history investigation processed in accordance with procedures established by the participating agency.
4. Convictions revealed in the employment process and/or as a result of the criminal history investigation will be carefully reviewed by Human Resources & the vice president for administration and may include, other individuals, as deemed appropriate to determine whether or not the employee or candidate should be disqualified from employment. Criminal convictions will not automatically disqualify an applicant from employment. Except where employment is expressly prohibited by law, the university will consider factors such as, but not limited to, the nature of the crime, the age of the individual at the time the crime was committed, length of time since the conviction, the nature of the position and the job-relatedness of the conviction, the individual's employment history, and employment references.

5. Failure to disclose a conviction or misrepresentation of the facts is deemed to be falsification of the application and may result in termination or the withdrawal of an employment offer, whenever discovered.
6. Conviction information may be used only for the purpose of evaluating applicants for employment and may not be released or disclosed to any person outside the university except on court order.
7. All criminal history information obtained shall be stored in the Office of Human Resources.

Appendix C: HIRING POLICY

All open administrative and support staff positions require prior written approval by the appropriate senior administrator and Human Resources before any posting or recruitment may occur. All offers must be reviewed by Human Resources before an offer may be extended. No offer may include anything other than standard benefits without written approval by the President.

PROCEDURE:

1. The Hiring Supervisor shall complete a Staffing Requisition Form and route to the appropriate senior administrator for signature.
2. The vice president for finance verifies that the position requested is a budgeted position and Human Resources ensures there is a current job description on file.
3. Human Resources collects all applications/resumes. Job announcements may be placed in local surrounding publications, online job networking sites, and professional listings. Position advertising will be determined on an individual basis.
4. As applications are received, Human Resources shall send each applicant an acknowledgement of receipt of materials.
5. Human Resources shall refer qualified candidate applications to the hiring manager. Screening committees may be used for positions at the director, vice-president, or president level and may also be used for other positions as deemed necessary by the senior administrator. The purpose of the screening committee shall be to screen candidates and make recommendations to the senior administrator; the final hiring decision is made by the senior administrator.
6. The hiring manager/screening committee interviews candidates and selects those candidates whose qualifications best match the requirements for that position.
7. The hiring manager shall ensure that references are checked and documented.
8. The hiring manager/screening committee recommends their chosen candidate(s) to the appropriate senior administrator for final selection.
9. The senior administrator, or designee, shall contact the selected candidate to offer the position and advise him/her that an offer letter will be forthcoming. A Personnel Action Form signed by the senior administrator is submitted to the Office of Human Resources.
10. If the Personnel Action Form specifies requests that are outside of the normal budget and/or policies, the Personnel Action Form will be forwarded to the president for approval.
11. All offer letters will be drafted in the Office of Human Resources and signed by the president.

Appendix D: FMLA NOTICE OF RIGHTS AND RESPONSIBILITIES

See attached PDF.

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 5/31/2018

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- _____ Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- _____ Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- _____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- _____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
- _____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
- _____ You have not met the FMLA's hours of service requirement.
- _____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the
FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- _____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/_____ is **not** enclosed.
- _____ Sufficient documentation to establish the required relationship between you and your family member.
- _____ Other information needed (such as documentation for military family leave): _____

_____ No additional information requested

CONTINUED ON NEXT PAGE

Form WH-381 Revised February 2013

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- _____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- _____ You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- _____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- _____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____.
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Appendix E: Civil Rights Equity Resolution For All Faculty, Students and Employees

Policy is located [here](#).

Appendix F: TUITION REMISSION/EXCHANGE POLICY

Tuition remission is a professional courtesy that we extend to employees and employee dependents; it is not an entitlement benefit of employment.

TUITION REMISSION

Texas Lutheran University (TLU) encourages regular employees and their family members to further their education by enrolling in coursework at TLU. Classes are available to employees during their employment, as herein defined.

Applications for tuition remission may be obtained online at MyTLU or from Student Financial Services (SFS).

- a. Employees taking courses must complete a **Tuition Remission Authorization (TRA) - Employee** prior to each semester in which they choose to enroll. This form requires supervisory approval prior to enrollment in a course to ensure that there will not be any conflict with the employee's normal work assignment. Submit the TRA form to Student Financial Services when completed to receive the benefit.
- b. A **Tuition Remission Authorization(TRA) - Dependent Form** must be completed each academic year for spouses and dependents prior to enrollment. Submit the TRA – Dependent Form to Student Financial Services. Upon verification of employment, a financial aid offer will then be generated for the student for the academic year. Report changes in the dependent's original enrollment status to Student Financial Services to ensure proper application of the tuition remission award.

CONDITIONS:

1. All eligible employees must complete 12 consecutive months of full-time employment (30 hours/week or .75 FTE) before they and their spouses or dependents are eligible to receive tuition remission at TLU. If the end of the 12-month period falls during a semester, the employee, their spouse or dependents may begin receiving the tuition remission benefit at the start of the next semester.
2. Full-time employees who work at least 30 hours per week are eligible for tuition remission. Tuition remission for eligible employees working 30 hours or more but less than 40 hours per week will be prorated.
3. Part-time assistant coaches will be eligible to take one course per semester. Restricted earnings coaches are not eligible for tuition remission benefits.
4. Employee's tuition remission / waiver is limited to 2 courses per semester (1 per sub-term), 1 per summer term; anything in addition is the financial responsibility of the employee.

5. Recipients of tuition remission must apply for admission and meet all qualifications for academic standing required for all students. Recipients are also subject to all academic and student disciplinary regulations.
6. Recipients of tuition remission must meet qualifications for course work, including prerequisites.
7. Tuition remission is available for tuition courses for which the University does not incur direct costs per student enrolled. **Personal music instruction, course-related fees, student services fee, post-baccalaureate teacher certification program fees, Accelerated Bachelor of Science of Nursing (ABSN), Direct Entry Master of Science of Nursing (DEMSN), Doctor of Education in Interdisciplinary Leadership (Ed.D.) etc. are not included.**
8. Tuition remission is limited to 50% for students classified as graduate students enrolled in concurrent graduate programs, 25% for all other graduate programs. Pro-rata rules for part-time employees and dependents apply. If the graduate program is a concurrent program, undergraduate tuition remission will apply until the student is deemed a graduate student. Please contact Student Financial Services for additional information.
9. Employees and/or their dependents that enroll in courses toward a **graduate degree** are advised to check with their tax accountant regarding taxability issues.
10. An employee's dependents or spouse planning to take more than 6 semester hours in any given semester must apply for financial aid using the Free Application for Federal Student Aid (FAFSA) each academic year. Students must meet all filing deadlines, be in compliance with all previous federal grants and loan programs, cannot be in federal loan default or owe a federal grant overpayment. Applying for financial aid may provide the student with monetary assistance for which they are eligible; this helps defray the costs of tuition remission for the University.
11. Tuition remission is available to the extent that other forms of financial aid do not cover the cost of tuition. For example, if a dependent child or spouse were receiving full tuition reimbursement through his or her employer, TLU would not be responsible for providing tuition remission to this dependent.

BENEFIT TERMS:

1. Regular employees budgeted at least .75 FTE each year may take up to 2 courses per semester (1 per sub-term), 1 per summer term; anything in addition is the financial responsibility of the employee. Withdrawals and drops (excluding those courses dropped during the 100% refund period) are included in the annual maximum.
2. Tuition remission for spouse and dependents is capped at 160 semester hours. Withdrawals and drops (excluding those courses dropped during the 100% refund period) are included in the maximum.
3. Tuition remission is limited to the cost of tuition only. Fees, including those listed in condition 7 above, books, room, and board are not covered by tuition remission. Tuition remission awards may be reduced by TEG or other tuition specific scholarships and grants. TLU funds (e.g. tuition

remission, institutional scholarships/grants, departmental awards, and participation and performance awards) and other tuition-specific awards cannot exceed the cost of tuition. Grants not specifically restricted to tuition may be limited. Employees should check with their accountant regarding the taxability of these funds when awarded over the cost of tuition and fees.

4. When receiving tuition remission, the total of all financial aid cannot exceed the student's cost of attendance for the academic year. Tuition remission and other need-based financial aid will not exceed financial need.
5. Recipients who are eligible for full tuition remission benefits and who are eligible for TLU academic scholarships or other institutional aid including performance or participation awards will receive those scholarships in name only. In no case will a student receive TLU funds in excess of the cost of tuition.
6. Tuition remission recipients enrolled as undergraduate students who are eligible for partial tuition remission benefits and who are eligible for TLU scholarships or other institutional aid including performance and participation awards will receive those scholarships in addition to tuition remission benefits not to exceed the cost of tuition. Should the combined total of academic scholarships and tuition remission exceed tuition, the academic scholarships will be reduced. In no case will a student receive TLU funds in excess of the cost of tuition.
7. Tuition remission is limited to 50% for students classified as graduate students in concurrent graduate programs, 25% for all other graduate programs. Pro-rata rules for part-time employees and dependents apply. If the graduate program is a concurrent program, undergraduate tuition remission will apply until the student is deemed a graduate student. Please contact Student Financial Services for additional information.
8. Outside scholarships (Rotary, Kiwanis, etc.) received by the student and sent to TLU are considered financial resources and may be applied to room, board, books, student fees, etc. However, these scholarships cannot exceed a student's federal need if the student is receiving Pell Grant.
9. Students involved in a study abroad or summer exchange program will receive tuition remission up to the lesser of the program tuition or the equivalent of TLU tuition. Additional study abroad/exchange program costs in excess of the equivalent TLU tuition are the responsibility of the student.

CHANGES TO EMPLOYMENT STATUS:

1. Regular full-time employees who drop below 30 hours (.75 FTE)/ full-time status for purposes of this policy will receive the pro-rated tuition remission for 1 transition term after their change in employment. Their dependent's tuition remission will also be prorated for the 1 transition term following change in employment. Tuition remission will be discontinued after the transition term.

2. Employees who terminate employment during a given academic term will receive tuition remission only for the remainder of that academic term. Their dependent would also receive tuition remission for the remainder of that academic term.

DEFINITIONS:

1. *Regular Full-Time Employee:* for the purpose of this policy, employees who are regularly scheduled to work at .75 FTE or 30 hours/week.
2. *FTE:* full-time equivalent. Measurement used to quantify the workload in terms of full-time hours.
3. *Dependent Children:* Children who are naturally born, legally adopted, or stepchildren who are legal dependents as defined by the IRS. Employees may be required to show proof of dependency. Married children will not be considered a dependent of the employee. For additional clarification, please contact Student Financial Services.
4. *Spouse:* includes spouse who has legal marital status under federal or state law; excludes common law, domestic partners, and legally divorced spouses.
5. *Fiscal Year:* June 1st through May 31st; courses beginning in June, July or August are included in the fiscal year beginning June 1st.
6. *Courses:* TLU courses do not include courses in which private instruction is required nor post-baccalaureate teacher certification courses. When a for-credit course requires additional university costs over and above the tuition charges, these costs are the employee's responsibility. It is the responsibility of the employee to note special charges prior to registration and to pay such charges in accordance with the University payment guidelines.
7. *Student Aid Index (SAI)* Calculated on the FAFSA and used to determine eligibility for federal grants and other need-based aid.
8. *Federal Need:* The difference between Cost of Attendance and the SAI. Calculation helps determine how much financial aid a student may need based on their financial situation.
9. *Financial Aid:* Institutional, federal, state or private scholarships/grants, student and parent loans, and Federal or Texas Work Study programs.
10. *Outside Scholarships:* Scholarships awarded by a private organization.
11. *TLU Funds:* Academic scholarships, institutional grants, departmental awards, performance and participation awards, tuition remission, and any other scholarships or grants funded by TLU.

If you have any questions regarding this policy, please contact Student Financial Services.

DISCLAIMER:

While every attempt has been made to ensure the accuracy of the above statements, this description does not constitute a legal document or a contract between Texas Lutheran University and its employees. The University reserves the right to modify or eliminate this policy at any time without prior notice.

TUITION EXCHANGE

Tuition exchange is a reciprocal scholarship program that allows dependent children of TLU full-time faculty and staff to apply for competitive scholarships to *other* participating member institutions. Certification of a student by TLU to be considered for a tuition exchange scholarship does not guarantee the student will be awarded a tuition exchange scholarship by the chosen institution. The attending

institution determines the scholarship award. TLU participates in the following tuition exchange programs: The Tuition Exchange, Inc. (TE), Council of Independent Colleges (CIC-TEP) Exchange, and the Evangelical Lutheran Church in America (ELCA) Exchange. Dependent children of full-time TLU employees may qualify for any of these programs.

Tuition exchange is highly competitive and space is often limited by the partnering institutions. It is recommended that the student applies for both admission and tuition exchange as early as possible.

General Terms:

- An eligible student must be a dependent child (naturally born, legally adopted, or stepchildren who are legal dependents as defined by the IRS) of full-time TLU employee. Participants must meet the dependency definitions of both TLU and the institution they wish to attend.
- Employees must maintain full-time employment at TLU for the student to continue receiving this benefit.
- Student must be an admitted, full-time, degree-seeking student at a qualifying institution.
- The importing institution reserves the right to make admissions decisions and tuition exchange scholarship decisions in accordance with its regular policies. Continuing enrollment and scholarship renewals are also subject to the importing institution's policies. Students must meet all application deadlines and requirements of the importing institution.
- Certification by TLU of the student's eligibility does not guarantee the student will receive a tuition exchange scholarship. Scholarship decisions are made by the importing institution.
- Tuition exchange scholarship amounts and limits vary by the type of exchange program and the importing institutions. Please see the program websites for additional information. The student is responsible for all fees, books, room, board and any other expenses required to attend college not otherwise covered by the tuition exchange scholarship.
- Some institutions may offer tuition exchange for graduate/professional school. Please refer to the tuition exchange program websites for additional information.
- Students are strongly encouraged to complete a Free Application for Federal Student Aid (FAFSA) annually and to apply for other non-institutional grants and scholarships. Support from these sources will be added to the tuition exchange benefit according to the importing institutions' policies.

Application Deadline:

- TLU employees must complete a TLU Tuition Exchange application each academic year their dependent children participate in the program. Applications may be found on the employee portal and should be submitted to Student Financial Services no later than August 31st of the year prior to planned enrollment.

The Tuition Exchange(TE)

- TE may require a balance of imports and exports. As a result, the number of *new* tuition exchange student certifications allowed per year may be limited. TE is highly competitive and space is limited.
- If the number of certifications is limited:
 - priority is given to renewals - continuing students previously accepted into the program and utilizing the scholarship. The selection of new students to be certified for the **TE**

program is based on length of continuous employment of the employee utilizing the benefit.

- TLU reserves the right to go to an application further down on the priority list should the student not be accepted to the institution / denied a TE scholarship.
- Employees should notify Student Financial Services as soon as possible if a decision is made to not utilize TE benefits after being certified.
- TE recipients may utilize the scholarship for a maximum of eight full-time semesters at the undergraduate level. Summer school may be included, but will be counted as one full-time semester regardless of whether the student is enrolled in full-time hours.
- Additional information regarding **TE**, its member institutions, and specific requirements may be found at <http://www.tuitionexchange.org/>.

The Council of Independent Colleges Tuition Exchange (CIC-TEP)

- CIC-TEP allows unlimited certifications.
- CIC-TEP recipients may use the scholarship for a maximum of eight semesters (consecutive or non-consecutive).
- CIC-TEP benefit covers full cost of tuition. Students are responsible for all non-tuition charges (room, board, and fees) at the institution in which they enroll.
- Additional information regarding CIC-TEP and its member institutions may be found at <https://www.cic.edu/member-services/tuition-exchange-program>. Please note that not all members of The Council of Independent Colleges participate in the CIC-TEP.

ELCA Tuition Exchange (ELCA)

- ELCA is limited to four students per year. Priority is given to continuing students previously accepted into the program. The selection of new students is based on length of continuous employment of the employee utilizing the benefit.
- Benefit amounts vary.
- Participants are not entitled to receive any benefits from the importing institution which they would not be entitled to receive from TLU. For example, if the student is eligible for 75% tuition remission at TLU, he/she is only eligible for 75% of tuition at the institution he/she will attend.
- The institution that the student attends is not obligated to provide any benefit under this program which it does not provide to its own employees in a comparable classification. For example, if the institution grants a 90% tuition benefit to dependents of its employees, that institution is not obligated to provide more than 90% benefit to TLU's employees' dependents.
- Participants may utilize the program for tuition only for a maximum of four full-time academic years at the undergraduate level. Summer school may be included in the program. The student is responsible for all fees, books, room, board and any other expenses required to attend college.

If you have any questions regarding this policy, please contact Student Financial Services.

DISCLAIMER:

While every attempt has been made to ensure the accuracy of the above statements, this description does not constitute a legal document or a contract between Texas Lutheran University and its employees. The University reserves the right to modify or eliminate this policy at any time without prior notice.

Approved by the Board of Regents, March 2002

Amended by PC, August 2003

Amended by PC, January 2007

Amended by PC, April 2007

Amended by PC, December 2008

Amended by PC, October 2019

Amended by PC, August 2025