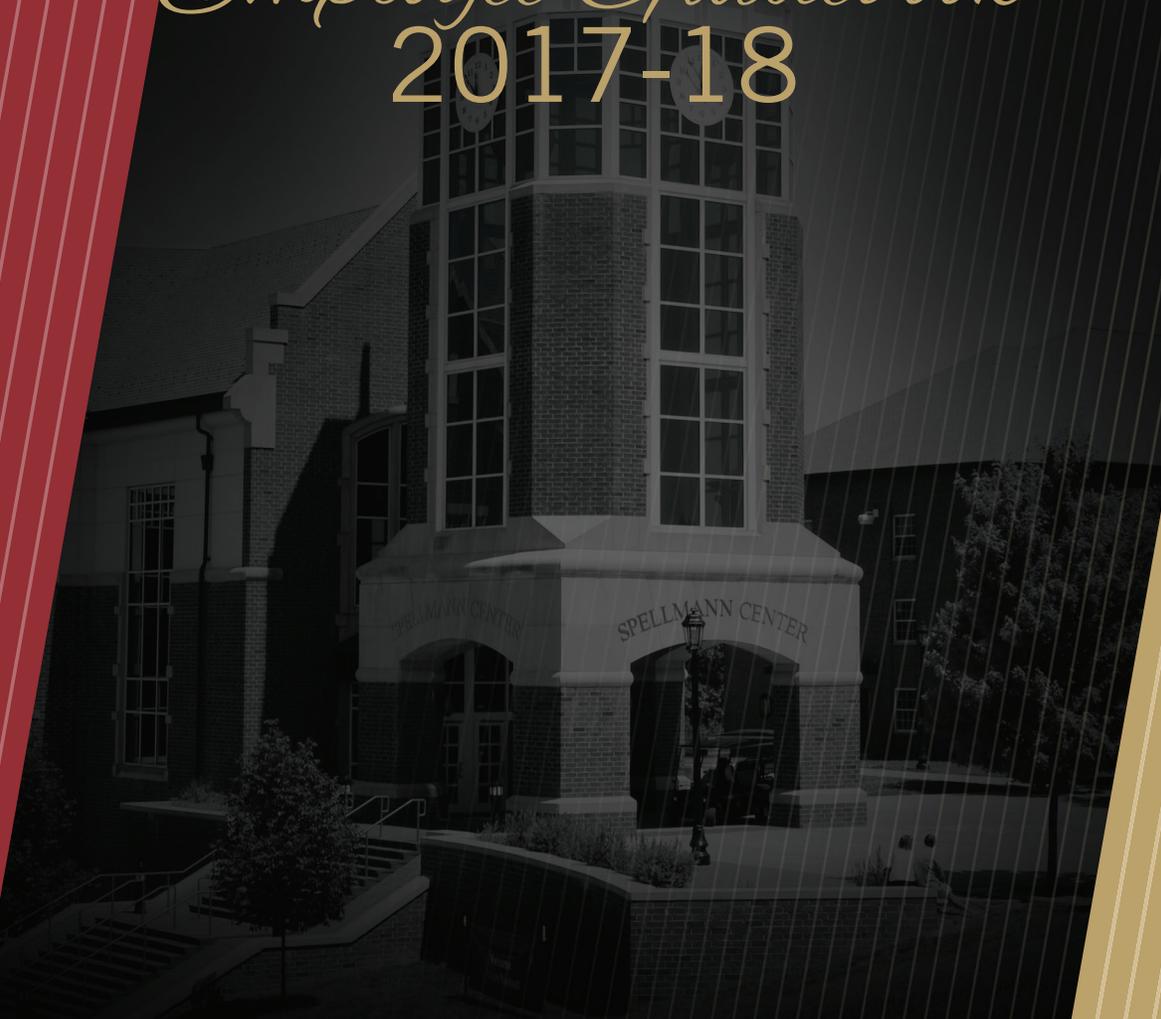


# LINDENWOOD UNIVERSITY

*Employee Guidebook*  
2017-18



# LINDENWOOD

**LIKE NO OTHER**

Revised July 2017  
LU17-120

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# Section 1

# INTRODUCTION

## **EMPLOYEE GUIDEBOOK OVERVIEW**

Welcome to Lindenwood! You are here because of your unique talents, your qualifications, and your ability to contribute to the mission of the university and the greater good of the Lindenwood community. This guidebook applies to faculty, adjuncts, staff, and student workers who work for the Lindenwood University system. Please read this document carefully. These policies and procedures will support and guide you as you perform your professional duties.

This document contains general guidelines for safe and effective operating practices that apply throughout the University organizational system. This guidebook is not intended to create any contractual rights or obligations and does not create a contract of employment, either expressed or implied. Moreover, these guidelines neither confer any obligation on Lindenwood University nor create any right to employment on the part of employees. This guidebook will serve as a useful resource for employees, although it cannot provide an exhaustive review of all practices, policies, and procedures.

Please read through the guidebook carefully and retain it for future reference. The policies found here may be changed at the discretion of Lindenwood University at any time and without any notice as the University continues to grow and evolve. From time to time, you may receive notification that the guidebook has updated information for which you are responsible and accountable. The guidebook is conveniently located on Workday under “Useful Links” for your information and compliance. If you have any questions regarding any of the information in the guidebook, please contact Human Resources.

## **CONFORMANCE WITH THE LAW**

The contents of this guidebook have been drafted with the intent of conforming with all laws. Anything stated herein shall be deemed subject to, and modified by, any current, amended, or future federal, state, or local law in order to be in conformance.

## **MISSION STATEMENT**

Lindenwood University offers values-centered programs leading to the development of the whole person – an educated, responsible citizen of a global community.

Lindenwood is committed to

- providing an integrative liberal arts curriculum,
- offering professional and pre-professional degree programs,
- focusing on the talents, interests, and future of the student,
- supporting academic freedom and the unrestricted search for truth,
- affording cultural enrichment to the surrounding community,
- promoting ethical lifestyles,
- developing adaptive thinking and problem-solving skills,
- furthering lifelong learning.

Lindenwood is an independent, public-serving liberal arts university that has a historical relationship with the Presbyterian Church and is firmly rooted in Judeo-Christian values. These values include belief in an ordered, purposeful universe, the dignity of work, the worth and integrity of the individual, the obligations and privileges of citizenship, and the primacy of the truth.

## **EMPLOYEE CODE OF ETHICS**

### **Lindenwood University Employee Code of Ethics**

**Revised & Approved by Board of Directors: 02/07/14**

This code applies to all Lindenwood University employees, including but not limited to faculty, staff, and administrators.

**Lindenwood's Mission-Based System:** Lindenwood University's Code of Ethics is built upon the mission of the university and incorporates the founding principles of the institution. All conduct is expected to be concordant with and supportive of the Lindenwood University Mission Statement, with particular emphasis upon a values base and good citizenship, as well as the development of those behavioral traits in our students.

**A Student-First Ethic** Each of us must recognize that we have a primary responsibility to the student and that our decisions and actions must serve that priority. Under no circumstances are students to be ignored, deferred, used primarily for one's personal purposes, or exploited.

**Individual Responsibility** The employee is expected to take responsibility for his or her job duties and behaviors, as well as for general demeanor and conduct during work as well as non-work hours. It is incumbent upon all personnel to reliably report to work with a positive attitude and a readiness to perform effectively.

**Integrity** Employees are expected to hold themselves to the highest standards of conduct and expression. Deliberate misrepresentation is not acceptable. It is not permissible for any employee to engage in false accusation, denial or distortion, or fabrication of alleged events or data.

**Punctuality** The Lindenwood community values timeliness. Students and members of the faculty, staff, and administration are required to appear punctually for work, classes, meetings, ceremonial events, and off-campus commitments.

**Ownership and Commitment** Employees are expected to exhibit positive regard for the university in their daily activities, both on and off campus, and to work at all times in the best interest of Lindenwood and its students.

**Follow-through** When given an assignment or presented a situation or a request for help, the Lindenwood employee is obligated to respond in a timely and effective manner. If an employee is given an assignment by his or her supervisor, that employee is obligated to see the task through to completion and apprise the supervisor of having finished the project.

**Reporting and Chain of Command** Members of the Lindenwood community must strive to respect and cooperate with their supervisors. Similarly, supervisors are expected to exhibit respect and positive mentorship toward their employees and not let personal needs or biases affect the work relationship. It is inappropriate for an employee to routinely skirt around the official supervisor and report to an

“unofficial” supervisor because the employee feels more comfortable in dealing with the latter person. The chain of command must be followed.

**Personal Health and Conduct** We strongly urge our employees to avoid practices and habits that are harmful to their physical and mental wellbeing and to adopt eating, sleeping, and exercise regimens that will help them remain optimally suited to perform their duties at the highest possible level. Each member of the Lindenwood community should act in a respectful, mature, and professional manner.

**Favoritism** The University discourages favoritism and, to the extent possible, strives to avoid creating or allowing work situations that foster it. No employee should attempt to influence the fortunes of a friend or relative in the work environment in matters of being hired, co-worker disputes, supervisor-employee relationships, or eligibility for promotions, raises, or special recognition or rewards. Faculty members should not permit relatives or close friends to enroll in their classes if there are alternative courses or class sections available to fulfill graduation requirements.

**Confidential Information** All members of the Lindenwood community are required to abide by the federal Family Education Rights and Privacy Act. Beyond that statute, our employees are expected to use mature judgment to protect the sanctity of personal, classified, and confidential information about students and fellow employees.

**Cyberspace Conduct** Lindenwood employees are expected to exercise psychological maturity, respect for others, and netiquette when browsing the Internet and using email services. Cyberbullying, personal attacks, and rudeness stemming from the “safety” of digital distance are considered abuse by this institution. Members of our campus community are expected to identify themselves when communicating online and to take responsibility for their words and actions in regard to computer use.

**Respect of Human Dignity** Lindenwood employees are expected to respect the dignity of each human being. Under no circumstance is a person to be belittled, slighted, ridiculed, persecuted, alienated, or discriminated against in any other way based on gender, race, age, disability, color, creed, ethnicity, national origin, sexual orientation, political view, or any other characteristic protected by applicable law.

**Legal Infractions** Lindenwood expects its employees to be law-abiding.

**Understanding Institutional Ethics** Compliance with the university’s Disciplinary Policy is part of the Code of Ethics. More information is available from the vice president for human resources.

## **DIVERSITY, EQUALITY, AND INCLUSION STATEMENT**

### **Delineation**

Lindenwood University is proud of its diverse population, which includes faculty and staff from all corners of the world and students from all continents and nearly 100 countries. We believe that our diversity and commitment to valuing diversity, both in and out of the classroom, place us on the cutting edge of scholastic and pedagogical innovations, preparing our students to be educated, responsible citizens of a global community. Intentionally, we design our policies in such a manner that all stakeholders (whether students, employees, or visitors) will be treated with respect, dignity, fairness, equality, and inclusiveness in the pursuit and achievement of the objectives of their relationship with the university.

Additionally, we strive to ensure the opportunities afforded by the university for learning, personal advancement, and employment are offered to all without discrimination and that we always provide a safe, supportive, and welcoming environment for all students, employees, and visitors. Upholding a culture of diversity, equality, and inclusion means that we fully understand and accept the fact that people of different cultures, races, colors, genders, ages, qualifications, skills, experiences, religions, orientations, affiliations, sexual orientations, socio-economic backgrounds, abilities, disabilities, or countries of origin are simply fellow human beings who are different and have the right to be different without being mistreated or discriminated against on the basis of their differences.

## **COMMITMENT AND IMPLEMENTATION**

At Lindenwood University, we will strive to do the following:

- Offer collaborative and integrated academic and sporting programs that provide mutually beneficial experiences (locally and internationally) to our diverse body of students.
- Pursue and promote mutual understanding, respect, and cooperation among our teaching and non-teaching staff, contractors, suppliers, and visitors to our community who represent the aforementioned differences.
- Respect the knowledge, skills, and experiences that every person in our community brings to the University.
- Design and operate flexible and easily accessible services, facilities, and activities whose procedures appropriately recognize the needs of both the able and disabled.
- Make every effort to ensure that no discrimination occurs among individuals or groups in the daily discharge of the university's work.
- Protect every member of our community against all forms of unlawful discrimination.
- Encourage and promote the empowerment and advancement of minority groups within our community.
- Make every effort to ensure that our current and future contractual agreements and obligations fully reflect and embrace our commitment to the philosophy and culture of diversity, equality, and inclusion as delineated in this statement.
- Encourage all faculty and staff members to promote diversity, equality, and inclusion in all locations within our community.

# Section 2

# HUMAN RESOURCES: POLICIES & PROCEDURES

## **HUMAN RESOURCES OVERVIEW**

The mission of the Office of Human Resources is to provide a quality education and experience for all Lindenwood University students by selecting the appropriate faculty, adjunct instructors, and staff to serve the students, and by supporting the professional and personal success and wellness of those employees throughout their employment at Lindenwood.

## **INTERNAL RECRUITMENT**

Lindenwood University gives consideration to internal candidates for all faculty and staff job openings. Available positions are posted on the Lindenwood University Human Resources website.

## **DISABILITY SUPPORT**

If reasonable accommodations are required to enable a qualified applicant or employee with a disability to participate in the application process or to perform essential job functions, the employee should contact the vice president for human resources (VP-HR).

## **SEXUAL MISCONDUCT**

Lindenwood is committed to maintaining an environment that is free from sexual discrimination, sexual and gender-based harassment and violence, stalking, and retaliation. Lindenwood University's Title IX Policy on Sexual Harassment and Discrimination is attached hereto as Appendix K and is hereby incorporated by this reference.

## **FRATERNIZATION**

All employees are expected to recognize the importance of avoiding conflicts of interest between their professional responsibilities and their personal relationships. This principle applies particularly to employees who supervise, evaluate, grade, and exercise any form of authority over students, or to any professional relationship where one employee's supervisory capacity over another has the potential to create a power imbalance.

Romantic or sexual relationships between supervisors and subordinates or instructor-employees and students may pose risks not only to the employees and students or subordinates involved in the relationship, but also to co-workers, other students, the department, or even Lindenwood University as a whole. Such relationships may lead to complaints of sexual harassment if the students, subordinates, or even uninvolved third parties believe that the relationship is exploitative.

In order to protect employees, subordinates, and students and to assure that supervision, evaluation, grading, and mentoring are fairly conducted, employees are prohibited from entering into romantic, sexual, or other relationships that might create the perception of bias with a student or employee whom

the employee supervises, evaluates, grades, or otherwise mentors. In practical terms, this prohibition means employees may not have romantic relationships with students or employees they supervise, with students enrolled in their courses or for whom they oversee research or dissertations, or with students who are members of athletic teams coached by the employee.

Employees should avoid consumption of alcohol with students at all times, even after working hours or off-campus. There may, however, be instances in which employees attend off-campus functions where students are in attendance and alcohol is being served. Employees are expected to exercise good judgment and avoid any instance or appearance of inappropriate behavior. If a student initiates inappropriate behavior toward an employee, that employee shall document the incident and report it to a supervisor.

## **NOTICE OF NONDISCRIMINATION**

Lindenwood University does not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, pregnancy, religion, disability, veteran status, or other protected status protected under applicable federal or state law. This policy extends to its admissions, employment, activities, treatment, educational programs, and services.

Lindenwood University is committed to a policy of non-discrimination. Any kind of discrimination, harassment, intimidation, or retaliation is unacceptable. For the purpose of this policy, discrimination, harassment, intimidation, or retaliation may be defined as any attempt on the part of individuals, groups, or recognized campus organizations to deny an individual or group those rights, freedoms, or opportunities available to all members of the Lindenwood University community.

The following persons have been designated to handle inquiries regarding Lindenwood University's non-discrimination policies: Tina Babel, interim Title IX coordinator, [tbabel@lindenwood.edu](mailto:tbabel@lindenwood.edu), 636-255-2279, 209 S. Kingshighway, Roemer Hall 119, St. Charles, MO 63301; Annie Reis, deputy Title IX coordinator, [areiss@lindenwood.edu](mailto:areiss@lindenwood.edu), 618-239-6037, 2600 W. Main St., Lynx Arena 12, Belleville, IL 62226; Dr. Shane Williamson, associate vice president and dean of students, [swilliamson@lindenwood.edu](mailto:swilliamson@lindenwood.edu), 636-949-4728, 209 S. Kingshighway, Evans Commons 3010, St. Charles, MO 63301; Dr. Thomas Trice, dean of students, [ttrice@lindenwood.edu](mailto:ttrice@lindenwood.edu), (618) 671-6130, 200 W. Main St., Old Main Hall 208, Belleville, IL 62226; and Dr. Deb Ayres, vice president for human resources, [dayres@lindenwood.edu](mailto:dayres@lindenwood.edu); 636-949-4405, 209 S. Kingshighway, Stumberg Hall 9, St. Charles, MO 63301. Jeremy Keye, coordinator of student support and accessibility, [jkeye@lindenwood.edu](mailto:jkeye@lindenwood.edu), 636-949-4510, 209 S. Kingshighway, Memorial Arts Building 10, St. Charles, MO 63301, and S. Veronica Spates, coordinator of the Testing Center and ADA compliance, [svspates@lindenwood.edu](mailto:svspates@lindenwood.edu), 618-239-6095, 2600 W. Main St., Alan J. Dixon Center D100, Belleville, IL 62226, have been designated to handle inquiries regarding Lindenwood University's disability services. Any person may also direct inquiries to the U.S. Department of Education's Office for Civil Rights. Lindenwood University is an Equal Opportunity Employer.

Lindenwood University complies with the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Drug Free Schools and Communities Act of 1989 (Public Law 101-226) as amended; the Drug-Free Workplace Act of 1988 (Public Law 101-690); the Student Right-to-Know and Campus Security acts of 1990 (final regulations published 1995, as revised 1999); the Campus Securities Disclosures section 485 of the Higher Education Amendments of 1992 (final regulations published 1994, with technical corrections published 1995, as revised 1999); the Equity in Athletics Disclosure Act (the higher education amendments of 1992, as revised in the amendments of 1998); and the Family Educational Rights and

Privacy Act of 1974 (the Buckley Amendment), as amended, including section 507 of the Patriot Act of 2001, and seeks to provide a healthy, safe, and secure environment for students and employees.

## **INDEMNIFICATION**

As part of the University's commitment to its employees, Lindenwood will protect against damage, loss, or injury due to work and/or decisions made in the best interests of the University. This policy is contingent on the university's determination that the incident is not caused by malicious intent or egregious negligence.

## **UNIVERSITY-RELATED LEGAL ACTIONS**

Prior to giving out any information or statement, employees should contact their supervisors and the University's general counsel if contacted by anyone outside of the Lindenwood University community regarding any of the following:

- litigation related to the university
- threats of litigation
- contact by an attorney
- receipt of a summons or subpoena
- contact by a private investigator
- written or verbal notice of noncompliance with any federal, state, or local law

## **WHISTLEBLOWER POLICY**

Lindenwood University requires its employees, including but not limited to faculty and staff, to comply with its Code of Ethics and observe high standards of business and personal ethics in the conduct of their duties and responsibilities in all matters, including those related to the university's Whistleblower Policy (See Appendix A). Both documents can be found on the Faculty and Staff Portal in the Forms and Handbooks folder under the Policies section.

## **DISCIPLINARY POLICY**

In order to ensure orderly operations and provide the best possible work environment, the university expects employees to follow its policies and rules of conduct designed to protect the interests and safety of all employees. The University may exercise its discretion to utilize any form of discipline, including verbal or written warnings, suspension, and other corrective action, up to and including termination of employment. Lindenwood reserves the right to determine the appropriate level of discipline for any inappropriate conduct by an employee.

Each case is considered based on its own facts. In the case of misconduct or violation of the university's policies, immediate termination may be appropriate depending on the facts based on Lindenwood's judgment.

It is not possible to list all of the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

1. Insubordination or refusal to comply with the reasonable instruction of a manager; failure to carry out assigned duties; refusal to provide assistance on special assignments.

2. Attitude that detracts from job performance or is otherwise unsatisfactory; gossip and/or spreading rumors; engaging in behavior that creates discord and lack of harmony; interfering with another employee on the job; and willfully restricting work output or encouraging others to do the same.
3. Failure to meet job performance standards; engaging in unethical conduct.
4. Violation of security or safety rules or failure to observe safety rules or University safety practices; failure to wear required safety equipment; tampering with University equipment; engaging in any careless action that endangers the life or safety of another person; posing a threat to the safety and security of the campus, the work environment, or the reputation of the university.
5. Unauthorized logging/clocking in or out for another employee; recording the work time of another employee; allowing any other employee to record an individual's work time; and allowing or participating in falsification of any time card.
6. Using abusive language at any time during work hours or while on any premises owned or occupied by the University.
7. Failure to notify the appropriate supervisor when unable to report to work; unreported and/or unexcused absences of two or more consecutive work days; failure to obtain permission to leave work early for any reason during normal work hours; and failure to observe working schedules, including rest and lunch periods (if applicable).
8. Engaging in excessive personal correspondence during work hours.
9. Working overtime without prior approval from a manager or refusing to work assigned overtime.
10. Reporting to work with unprofessional or inappropriate dress, hair, or attire.
11. Excessive tardiness or absences.
12. Unsatisfactory job performance; incompetence.
13. Failure to follow any university rule or policy.
14. Failure to meet all financial obligations with the university.
15. Theft or careless use of university property or the property of fellow employees; unauthorized use, disclosure, borrowing, possession, or removal of any University property, including documents, from the premises without prior permission from management; unauthorized use of university equipment or property for personal reasons.
16. Engaging in acts of violence or making of violence; intimidating, coercing, fighting, or provoking a fight on university property; and damage to university property on or off the premises at any time.
17. Unauthorized possession of weapons or possession of explosives while on university property or business.
18. Gambling on university property.
19. Immoral conduct or indecency on university premises or while on university business.
20. Falsifying or misstating claims of injury.
21. Dishonesty; falsification, or misrepresentation on application for employment or other employment-related records; falsifying sick leave; falsifying reason for leave of absence or other data requested by the university; and alteration of university records or other university documents.
22. Violation of non-disclosure agreement; giving confidential or proprietary university information to competitors, other organizations, or other third parties, or to unauthorized university employees.
23. Failure to complete mandatory compliance training.
24. Failure to cooperate with an investigation conducted by the university.

The university maintains the right to terminate an employee, with or without cause or notice, at any time (subject to any terms and conditions of a faculty employment contract).

## **EMPLOYEE COMPENSATION AND BENEFITS**

### **1) Full-Time Employees**

Full-time employees are regularly scheduled to work 30 or more hours per week. Full-time employees are eligible for certain benefits after eligibility waiting periods are met.

### **2) Part-Time Employees**

Part-time employees are regularly scheduled to work up to 29 hours per week. Part-time employees are not eligible for benefits.

### **3) Temporary Employees**

Temporary employees in this category are those who are hired to work for a limited period of time, usually six months or less in duration. Temporary employees are not eligible to receive any employee benefits.

## **GENERAL CATEGORIES OF EMPLOYMENT**

Every employee is assigned to one of two employment classifications in compliance with applicable federal and state law:

### **1) Non-Exempt**

Non-exempt employees are those whose job duties make them subject to the provisions of the Fair Labor Standards Act (FLSA). They are paid on an hourly basis and entitled to overtime pay at a rate of 1.5 times their regular rate of pay for any hours worked in excess of 40 per workweek.

### **2) Exempt**

Exempt employees are those whose positions are supervisory, administrative, professional, or fall under another exemption as defined by the Fair Labor Standards Act. Exempt employees are paid a fixed salary and are not entitled to overtime pay.

## **NON-EXEMPT EMPLOYEES**

Employees should not work any hours outside of their scheduled workday unless the employee's supervisor has authorized the additional hours worked in advance. Non-exempt employees are not eligible to teach in addition to their regular full-time positions. Employees should not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless they are authorized to do so and that time is recorded on their time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work they may perform but do not report on their time cards. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

All hours worked by non-exempt employees must be accurately recorded and reflected in Workday as part of the total hours worked each day. All employees are responsible for clocking in and out and for notifying their supervisor if an error is made or if they fail to do so upon arriving or leaving work. Time cards must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures, and meal breaks. At the end of each week, employees should review their

completed time cards for verification and approval. When pay checks are received, employees should verify immediately that they were paid correctly for all regular and overtime hours worked each workweek.

## **ASSIGNMENT OF OVERTIME TO NON-EXEMPT EMPLOYEES**

Overtime work may be assigned to non-exempt employees by supervisors to meet operational needs of the university. Supervisors shall request the approval of anticipated overtime by the VP-HR.

Lindenwood's workweek begins on Saturday at 12:00 a.m. and runs through Friday at 11:59 p.m. Any absence within any given workweek, whether paid (sick leave, or vacation) or unpaid, is not counted as hours worked for purposes the computation of overtime. The employee must actually work 40 hours before the 1.5 overtime rate of pay is paid.

## **EXEMPT EMPLOYEES**

Employees classified as exempt will be paid not less than the minimum weekly salary required by law and on a salary basis. (Note that this salary requirement does not apply to outside sales employees, teachers, and employees practicing law or medicine). This predetermined salary is intended to be compensation for all hours that may be worked for the university. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Employees will receive full salary for any workweek in which work is performed. However, under federal law, it is permissible for Lindenwood to make certain deductions from an exempt employee's salary. For example, salary can be reduced for the following reasons in a workweek in which work was performed:

- Full-day absences for personal reasons, including vacation.
- Full-day absences for sickness or disability, since Lindenwood has a sick day pay plan and short-term disability insurance plan.
- Full-day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Unpaid Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event less than a full week is worked.

Salary also may be reduced for certain types of deductions authorized by the employee, such as for the employee's portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 403(b) or pension plan. In any workweek in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability.
- Absence because the facility is closed on a scheduled work day.
- Any other deductions prohibited by state or federal law.

**Please Note:** Employees will be required to use accrued vacation or other forms of paid time off for full- or partial-day absences for personal reasons, sickness, or disability.

## **SALARY BASIS/SAFE HARBOR POLICY**

It is the policy and practice of Lindenwood University to accurately compensate employees and to do so in compliance with all applicable state and federal laws. It is Lindenwood's policy to comply with the salary basis requirements of the Fair Labor Standards Act. Therefore, Lindenwood prohibits any manager from making any improper deductions from the salaries of exempt employees. Lindenwood wants employees to be aware of this policy and that it does not allow deductions that violate the Fair Labor Standards Act.

## **PAY STUB REVIEWS**

Lindenwood makes every effort to ensure employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the administration's attention, corrective measures are promptly made. Employees should utilize the LUHR self-service portal to review pay stubs to ensure accuracy. If a mistake has occurred or if questions arise, the employee should follow the reporting procedure outlined below.

## **WHAT TO DO IF AN IMPROPER DEDUCTION OCCURS**

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the Office of Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

### **To Report Violations of This Policy, Communicate Concerns, or to Obtain More Information**

It is a violation of the university's policy for any employee to falsify a time card or to alter another employee's time card. It is also a serious violation of university policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. If any manager or employee instructs another employee to (1) incorrectly or falsely under- or over-report hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, the instructed employee should not follow orders. Instead, the incident should be immediately reported to the Office of Human Resources.

Employees who have questions about deductions from pay should contact the Office of Human Resources immediately. Employees who believe their wages have been subject to any improper deductions or that pay does not accurately reflect all hours worked should report concerns to a supervisor immediately. If a supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply within three business days), the employee should immediately contact the VP for human resources, Dr. Deb Ayres, at (636) 949-4477. If the employee has not received a satisfactory response within five business days after reporting the concern to Human Resources and is unsure who to contact to correct the problem, the employee should immediately contact the university general counsel at (636) 255-2277.

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

### **Retaliation Prohibited**

In addition, the university will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the university's investigation of such reports. Retaliation is prohibited. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **PAYCHECK DISBURSEMENT**

Exempt employees are paid once each month on the final business day of the month.

Non-exempt employees are paid every other Friday. All Missouri employees are required and all Illinois employees are encouraged to utilize direct deposit of paychecks. Direct deposit forms may be obtained in the Human Resources section of the Faculty/Staff Portal or on the J-Drive. Check stubs are available through the self-service portal on the LUHR webpage.

## **FACULTY and STAFF ANNUAL RAISES**

Annual raises are impacted by internal and external financial factors. Student enrollment and retention, fund-raising, and the cost of living index will be considered when determining the availability of funds for employee raises. Employee performance, as measured by the Lindenwood University Performance Evaluation System, may result in additional employee compensation based upon merit.

The university also reserves the right to make pay adjustments based on equity, changes in work assignments, promotion, completion of terminal degree, or change of position.

## **EMPLOYEE BENEFITS**

Lindenwood University offers a variety of different benefits for eligible full-time employees. All enrollment forms and informational packets, including Summary Plan Descriptions, are available on Workday in the "Useful Links" worklet. For additional questions and/or concerns, please contact the HR benefits manager.

## **HEALTH INSURANCE**

Lindenwood offers a group health plan to full-time employees and their dependents. A dependent, as it relates to health insurance, is defined as a child under the age of 26 who is not married, not a veteran, and who does not have any children for whom the employee provides more than 50 percent of support. The university will make a monthly contribution toward the cost of the monthly premium for participating employees. The amount of the university contribution will be determined annually. Coverage begins on the first day of the month following a 30-day wait period. The employee portion of the premium for exempt employees is deducted from their paychecks monthly. For non-exempt employees, the deduction is made bi-monthly or twice a month.

Participating employees who leave the university have the opportunity to temporarily extend their health coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Continuation of coverage is available only when qualifying events cause coverage under the university's plans to end. Coverage under COBRA is limited to the health coverage in effect at the time of the qualifying event. Employees have 60 days to elect COBRA after the termination of the previous policy.

Employees needing additional information should visit the "Useful Links" worklet on Workday or contact the benefits manager at 636-627-2589.

## DENTAL AND VISION INSURANCE

Full-time faculty and staff may voluntarily elect to participate in a group dental and/or vision coverage at their own expense. The premiums for exempt employees are deducted from employee paychecks monthly. For non-exempt employees, the deduction is made bi-monthly or twice a month. The Summary Plan Description (SPD) controls the terms of the insurance plan. Provider contact:

Dental: Delta Dental 1-800-335-8266

Vision: United HealthCare 1-800-638-3120

## LIFE INSURANCE

Full-time faculty and staff may voluntarily elect to participate in a group life insurance plan at their own expense. Please note that rates vary. The Summary Plan Description (SPD) describes the terms of the insurance plan. Provider contact:

Hartford (STD, LTD, LIFE): 1-800-523-2233.

## DISABILITY INSURANCE

Lindenwood University provides at no cost to the employee, disability insurance for all full-time faculty and staff who have been employed at the university for a minimum of one year. Coverage begins after the employee has been certified as disabled for six months and will conclude on the upcoming first day of September. The Summary Plan Description (SPD) describes the terms of the disability insurance plan.

Provider contact:

Hartford (STD, LTD, LIFE): 1-800-523-2233.

## VACATION PAY

### Staff

Based on Lindenwood's fiscal year of July 1 through June 30, full-time staff employees are eligible to accrue vacation. Vacation requests must be submitted through Workday and are dependent upon approval by the appropriate supervisor. Vacation requests must be entered at least two weeks prior to the requested vacation date. At the discretion of the supervisor, and based upon departmental needs, the two-week advance window may be waived.

Staff Employee Vacation Accrual	
Years of Service	Vacation Granted
1 - 5 years	12 days/Accrue 1 day per month
6 - 11 years	18 days/Accrue 1.5 days per month
12-plus years	24 days/Accrue 2 days per month

### Faculty

Twelve-month faculty are granted 20 to 24 days of vacation per year, depending on years of service, beginning July 1 for ADP faculty and on September 1 for all other 12-month faculty.

Faculty Employee Vacation Accrual	
Years of Service	Vacation Granted
1 - 11 years	20 days/year

12-plus years	24 days/year
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### **Student Employees**

Full-time, 52-week student employees are eligible for paid time off at a rate of eight hours per month, awarded on the first day of every month. Full-time student employees will continue to accrue at this rate for the duration of their employment. Any unused paid time off will be paid out on the last and final pay check upon separation from Lindenwood. If the worker takes on a different position within Lindenwood, the paid time off will continue to accrue in accordance with their new position's policy.

### **VACATION CARRY OVER**

No faculty or staff member shall accumulate more than 40 vacation days. A faculty or staff member who quits or is terminated is entitled to pro rata financial compensation for net accrued vacation days, not to exceed 20 days unless otherwise required by law. Unused vacation days will be automatically carried over at the end of the fiscal year. Upon an employee leaving the university, all unused vacation days will be paid to the employee on the final paycheck. If an employee moves from full-time to part-time status, the unused vacation days will be paid out at that time.

### **SICK DAYS**

Full-time employees are entitled to four hours of sick leave per month for a total of six working days of paid sick leave per year in years one through five of employment. On the sixth year of service, eight hours per month for a total of 12 sick days per year are earned, beginning on July 1 for staff and Accelerated Degree Program faculty and on Sept. 1 for all other faculty. Full-time employees shall have no more than 90 sick days (720 hours) in their sick leave accrual accounts.

Employees using sick leave must notify their supervisors at the earliest possible time so that arrangements can be made to cover essential job duties. Employees will submit requests for sick leave to their managers through Workday prior to the absence. Failure to document the absence will be grounds for termination. When sick absences exceed available sick leave, vacation days will be used until they are depleted, at which time the employee will not receive pay for further absences.

When an absence occurs immediately before or after a holiday or vacation, a physician's verification is required in order for an employee to receive sick pay benefits. Employees on disciplinary notice for absenteeism may be required to present a doctor's verification for any sick leave request at the supervisor's discretion.

Unused sick pay is not reimbursable upon separation from the university.

### **ABSENCES**

Out of consideration to coworkers, it is important to be prompt and dependable. Excessive absenteeism and tardiness places an additional burden on other employees and may affect services provided to students or others by Lindenwood University. Excessive unscheduled absences will result in disciplinary action up to and including termination. Sick days are intended to be accrued and used for required absences related to illness; they should not be used for unscheduled time off.

### **FAMILY MEDICAL LEAVE ACT**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA).

This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources. More information is available in Lindenwood's FMLA Policy, which can be found on the "Useful Links" worklet in Workday and in Appendix B. Information can also be found on the Employee Rights and Responsibilities under the Family and Medical Leave Act poster: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.

## **HOLIDAYS**

Full-time employees receive 12 paid holidays annually. If a holiday occurs on a weekend, the holiday will be awarded on the next closest weekday.

- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day after Christmas Day
- New Year's Eve
- New Year's Day

## **UNPAID GENERAL LEAVE OF ABSENCE**

At the discretion of the supervisor and the VP-HR, a full-time employee may be granted time off without pay for personal reasons. Employees are required to use all accrued vacation prior to taking an unpaid leave of absence. Whether or not an employee is granted a general leave may depend upon job requirements, the availability of a temporary replacement, and the projected ability of the department/program to reinstate the employee after the leave. The university is under no obligation to return an employee who takes an unpaid general leave of absence to a position at Lindenwood University. During the period of the leave, the entire cost of insurance premiums is the responsibility of the employee.

## **BEREAVEMENT PAY**

### **Family Bereavement Pay**

Family bereavement pay is provided to full-time employees by using accumulated sick days or paid time off. Family bereavement days should be submitted to the employee's immediate supervisor to enter into Workday. A maximum of five days of sick pay, if available, is allowed in the event of a death in the immediate family (except in the case of the death of a child and if you are a qualified employee, as defined below under the Children Bereavement Leave). The immediate family is defined as

- spouse
- parent
- stepparent
- sibling
- child
- stepchild

- grandparents or grandparents-in-law
- father-in-law
- mother-in-law
- brother-in-law
- sister-in-law
- son-in-law
- daughter-in-law
- grandchild

One sick day may be used for anybody not on the above list. Additional vacation time or unpaid leave may be taken if necessary if approved by the employee’s immediate supervisor. Additional documentation may be requested.

### **Child Bereavement Leave**

If an employee is an “eligible employee” as defined in Appendix B (the Family Medical Leave Act Policy) and has not exhausted all available FMLA leave, the eligible employee may take a maximum of two weeks (10 working days) of unpaid leave in the event of the death of a child in order to (a) attend the funeral or an alternative to a funeral, (b) make arrangements necessitated by the death of the child, and/or (c) grieve the child’s death. Eligible employees are entitled to substitute Child Bereavement Leave for any existing paid or unpaid leave to which they are entitled (including using accumulated sick days), but Child Bereavement Leave shall not be in addition to other leave and shall not exceed the amount allowed that employee under FMLA leave (Appendix B).

A “child,” for purposes of Child Bereavement Leave, shall be defined as a biological, adopted, or foster daughter or son, a stepchild, a legal ward, or a child of a person standing in *loco parentis*.

The Child Bereavement Leave must be taken within 60 days of the date the employee receives notification of the child’s death, and the employee must notify his or her immediate supervisor with at least 48 hours of advance notice of the employee’s intent to take the Child Bereavement Leave, unless doing so is not reasonable or practicable.

In the event of the death of more than one child in a 12-month period, an eligible employee is entitled to take two weeks of unpaid Child Bereavement Leave per child and may take up to a maximum of six weeks (30 days) of unpaid Child Bereavement Leave during the 12-month period.

Additional documentation may be requested to verify the need for leave.

### **JURY DUTY PAY**

Upon receipt of a jury duty summons, the employee should present a copy of the summons to the employee’s supervisor. The summons should indicate the beginning date of service and the anticipated end date of service. Absences will be designated as Jury Duty in Workday by supervisors. Employees are required to return to work the next business day following the completion of the duty and are required to report to work when court is not in session.

Upon completion of jury duty, or at the end of each week for lengthy jury duty assignments, the employee must provide verification of attendance from the court indicating the dates of jury duty. This statement should be given to the employee’s supervisor. Payment of salary or wages may be delayed until this statement has been received.

## **MILITARY LEAVE OF ABSENCE**

Lindenwood University complies with federal, state, and local laws and honors and respects the rights and obligations of its employees to serve in the U.S. armed forces. All employees will be granted time off to serve in that capacity in accordance with applicable laws. Military service includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work to determine fitness, for any of the above types of duty. Employees must provide notice to their supervisors in writing in advance of military service.

Accrued vacation days or paid time off may be used for military leave. Additional unpaid leave will be granted as necessary. Employees who follow the procedures outlined in the policy will accumulate seniority for the period of service in the armed forces and retain previously accumulated benefits subject to rules and regulations that might be imposed in those plans underwritten by insurance companies. When military service is unpaid, the employee will pay the cost of benefits.

An employee may elect to continue university healthcare benefits during a period of military service. Lindenwood University will continue to make contributions for medical insurance as long as the employee is using accrued time off. Employees on unpaid leave will have to pay the full premium. An employee who is performing military service may elect to make employee contributions or elective deferrals to the university's retirement plan to the extent allowed by law.

For more information, contact the benefits coordinator at (636) 627-2589.

## **EMPLOYEE FLEXIBLE SPENDING ACCOUNT**

Full-time faculty and staff may voluntarily elect to enroll in a group flexible spending account. The employee may choose the amount to contribute into the plan each month within the IRS guidelines outlined on the enrollment forms. Employees are responsible for their elected contribution until the plan renews during annual open enrollment. The university will NOT contribute to the employee's annual election. Eligible participants have until March 15 of the following year to use any funds that have been contributed. Any funds not used by this date will no longer be available to the participant.

## **RETIREMENT**

Lindenwood University participates in the TIAA/CREF retirement program and invites its faculty, staff, and adjuncts to join. In order to be eligible for the plan, individuals must be at least 21 years of age. For full-time faculty and staff, the university will equally match a dollar amount up to five percent of the employee's salary after two years of employment at Lindenwood University. Direct questions concerning the retirement fund to the payroll manager at (636) 949-4971.

## **TUITION GRANT**

As a part of the benefit structure at Lindenwood University, full-time faculty and staff are eligible to obtain full tuition remission for themselves and their spouses at the bachelor's or master's level for any enrollment period at Lindenwood University. Faculty and staff must be employed at full-time status at the start of term for the benefit to apply. Dependents of full-time faculty and staff are eligible for four years of undergraduate tuition as full-time residential students. Dependents of faculty and staff with 10 years or more of service to Lindenwood University will receive 50 percent reduction in the cost of room and board, as well. A dependent, as it relates to tuition remission, is defined as a child under the age of

24 who is not married, not a veteran, not working toward a graduate degree, and who does not have any children for whom the employee provides more than 50 percent of support.

Eligible employees who enroll in any degree program at Lindenwood **beyond** the master's level are eligible for full tuition remission under the following circumstances. To be eligible to apply for this benefit, employees must have been employed by Lindenwood full-time for a minimum of two years.

(NOTE: Fees are the responsibility of the employee and are not included in this benefit.)

1. Entrance to the Ed.D. program for this benefit will be capped at five employees per term and no more than 15 enrolled at any time. As employees using this benefit exit the program, slots will become available for others to apply. Employees will be selected by the Ed.D. Admissions Committee based upon GPA, writing assessment, entrance exam, letters of recommendation, and committee interview.
2. In exchange for receiving this benefit, the employee must agree to work for the university at its discretion for no less than three years after the degree is conferred.
3. At the time of the implementation of this benefit (January 2017) any employee currently enrolled in the Ed.D. will have the opportunity to apply for this benefit through the process described in item #1.
4. Employee spouses enrolled in degrees beyond the master's level will be awarded tuition at the master's rate and will be responsible for paying the difference between the tuition costs for the master's and doctorate degrees.
5. Failure of employees to complete the three-year work commitment will require repayment of the difference between the tuition costs for the master's and doctorate degrees. If the employee leaves due to the elimination of the employee's position, repayment per the parameters below will not be required. Repayment will be calculated based upon the following formula:

Leave the university 1-12 months after degree is conferred – repay 100 percent of the difference between the tuition costs for the master's and doctorate programs

Leave the university 13-24 months after degree is conferred – repay 66 percent of the difference between the tuition costs for the master's and doctorate programs

Leave the university 25-36 months after degree is conferred – repay 33 percent of the difference between the tuition costs for the master's and doctorate programs

To apply for the Lindenwood Full-Time Faculty, Instructors, and Staff Grant, employees should complete the appropriate Tuition Grant Form located in the "Useful Links" worklet in Workday in the HR Section (also on the LUHR Self Service page). Submit it to HR, along with a copy of the course schedule. Employees with dependent children seeking tuition remission must also complete the FAFSA annually. The same procedure should be followed for dependents. Once approved by HR, Financial Aid and the Business Office will be notified. At that point, a Financial Aid Award Letter will be updated and the recipient's student account will reflect the grant. (See Appendix C)

Lindenwood offers a \$100-per-credit-hour tuition discount to part-time faculty and staff, their spouses, and their dependents. Discount eligibility depends on the course degree level (see eligibility chart below). A dependent, for purposes of tuition remission, is defined as a child under the age of 24 who is not married, not a veteran, not working toward a graduate degree, and who does not have any children for whom the dependent provides more than 50 percent of support. A FAFSA must be filed for undergraduate coursework. The tuition discount represents \$100 off the catalog tuition rate and cannot

be combined with any other scholarships or discounts. Full admission as a student of the university must occur to enroll in classes and access the tuition discount.

## **COUNSEL FOR INDEPENDENT COLLEGES PROGRAM**

Lindenwood University participates in the Council for Independent Colleges' Program. The program is a network of CIC colleges and universities willing to accept, tuition-free, students from families of full-time faculty and staff of other CIC institutions. CIC was planned and developed more than two decades ago with a goal of creating a true-access program, without any costly fees or cumbersome credit-debit limitations. Each participating institution in the network agrees to import a limited number of students on the same admission basis as they accept all other students, without regard to the number of students it exports. The true-access component is only one of the many special features that the program offers. <http://www.cic.org/Programs-and-Services/Tuition-Exchange-Program/Pages/About-TEP.aspx>

## **TUITION EXCHANGE PROGRAM**

Faculty and staff must have at least two years of full-time service at the university in order for their dependents to qualify for the Tuition Exchange Program (TE). In the event that another dependent of the employee has received this benefit, the candidate's application will only be considered if available slots remain after all exports have been finalized. The application must be for a full academic year, and the college or university must not be included in the CIC program (see above). A sub-committee of the Benefits Committee will be formed annually, and the candidates will be blindly considered based upon these and other criteria, such as grades, written assessment, and the quality of the application. Freshmen candidates will be required to provide high school transcripts. Candidates already enrolled at a university will be required to provide transcripts of years attended. All candidates will submit a short essay describing what qualifies them to be selected for this benefit. These candidates will be ranked in the event that a chosen candidate is not accepted into the institution of choice. Applications will be accepted during the application window of October 1 and November 30. By January 15, the sub-committee will be in a position to determine which candidates will be exported for the upcoming academic year. <http://www.tuitionexchange.org/>

## **EMPLOYEE SCHOLARSHIP PROGRAM**

One renewable \$5,000 award per year is allocated for each full-time employee to award to new residential undergraduate students who have demonstrated significant merit. These awards are made available to each Lindenwood University faculty/staff member to nominate prospective students. For more details, see Appendix C.

## **E-VERIFY**

Lindenwood University will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

To determine whether Form I-9 documentation is valid, Lindenwood University uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

## **PRIVILEGES AND COURTESIES**

## **LINDENWELL EMPLOYEE WELLNESS PROGRAM**

LindenWell is a free and voluntary employee health and wellness program offered to all Lindenwood University faculty and staff. The program offers semester and yearly on-campus wellness services and activities.

The wellness program is consistent with the mission of Lindenwood University, which affirms a deep commitment to the development of the whole person. Through dedication to all areas of wellness, including physical, mental, social, and spiritual health, Lindenwood can inspire happiness and prosperity in the community.

For more information about the LindenWell employee wellness program, contact [lindenwell@lindenwood.edu](mailto:lindenwell@lindenwood.edu).

## **COMPUTER SOFTWARE**

Employees may purchase Microsoft software products at a discounted rate through <http://lindenwood.onthehub.com>. Applications purchased through this site can only be used by active employees. Once the employee leaves the university, the license is no longer valid and must be removed from the employee's PC. Further information is available from the Department of Information Technology.

## **DINING SERVICES**

Full-time employees have dining privileges provided by food services that include two meals per week during the fall and spring semesters. These meals are specifically allocated for the lunch period, which is Monday through Friday from 10:30 a.m. to 2:00 p.m. on the St. Charles campus in the Evans Commons Dining Hall or the Grab-and-Go located in the Loft (Butler Hall); on the Belleville campus, lunch is available between 11 a.m. and 1:30 p.m. in the Dixon Center Dining Hall or Grab-and-Go. Employee IDs must be shown upon entry.

Otherwise, meals may be purchased at a 15 percent discount any time during regular meal sessions at any campus dining location.

## **EVENT TICKETS**

Employees and members of their immediate families (see Bereavement section for definition of immediate family) will be admitted to regular season Lindenwood athletic events without charge. To attend events, employees must present a valid Lindenwood University identification card.

Additionally, employees will be issued two complimentary theatre or concert tickets per event upon request, on a space-available basis. Free tickets are available only for Lindenwood student productions.

Two tickets to Lindenwood Film Series presentations in Young Hall are free to anyone with a university ID, including alumni. Extra tickets can be purchased for \$5 each.

## **LIBRARY PRIVILEGES**

All employees have full library privileges, including access to all available materials such as books, subscriptions, databases, and other resources. Materials may be checked out with a current Lindenwood University identification card. Library databases can be accessed from extension locations with proper login information.

## **RECREATIONAL FACILITIES**

St. Charles campus recreational facilities are available to employees and alumni at the Evans Commons during normal operating hours. Family members may enter the facilities for a \$5 fee. Belleville campus recreational facilities are available for use by faculty and staff members, but not by alumni or employee family members.

## **LINDENSTAR PEER-TO-PEER RECOGNITION**

The LindenStar peer-to-peer staff employee recognition program allows staff members to recognize other staff members in a variety of categories, such as behind-the-scenes work and customer/student service. The recipient receives a certificate by email, and the top recipients in each category are recognized annually at the May campus-wide staff meeting. Each staff employee may submit up to 12 LindenStar awards per year. Nomination forms are available in Workday.

# Section 3

# GENERAL POLICIES & PROCEDURES

## EMPLOYEE RESPONSIBILITIES

### ACADEMIC FREEDOM

The following statement on academic freedom was formulated by a joint task force of the faculty's Educational Policies Committee and the Faculty Council and endorsed by the president and the academic administration in 2007:

Lindenwood University is committed to the idea that universities are centers of intellectual growth, exploration, creativity, and expression. It is incumbent upon the university, therefore, to create an atmosphere that is conducive to open, critical thinking. Central to that duty is the freedom to formulate and express ideas that advance the process of intellectual inquiry and education. Therefore, freedom of thought and word within the confines of higher education is central to effective education of the whole person.

Academic freedom also carries profound responsibilities. The university itself must take all precautions to protect the ability of faculty to express ideas and teach concepts that are germane to their respective subjects in research and publication as well as the classroom; the ability to do so without interference must remain unfettered. Some subjects of intellectual inquiry cause discomfort to some or all students and faculty members, yet failure to explore those topics would be to deny our responsibility as educators. Rather, the open exchange of ideas between faculty and students must be conducted in an atmosphere of mutual civility, respect, and attention toward the greater good of the university and its members.

Faculty members should neither be censored for expression of their views nor engage in self-censorship out of fear of recrimination; similarly, students should know that they have the right to express their views as well but will be held to the same standard of defense of those views. Academic freedom in no way implies a tolerance of disrespect, of bigotry, or of discrimination regarding age, race, national origin, religion, sexual orientation, or gender, nor should the academic freedom of one person interfere with the freedom of another.

Academic freedom also includes the right to freedom in research and publication. Faculty members are free to select topics, obtain data, and report findings in a manner that is scientifically and academically sound in one's field without censorship. Work that produces monetary gains will be based on standard practices and shall not be linked to nature of the research.

The freedom to associate, to speak, and to write are central to the republic itself. Therefore, it shall be the policy and practice of the university to permit a faculty member's exercise of the basic right of freedom of speech when outside the university itself and to be involved in community activities.

## **CONFIDENTIALITY**

Employees are expected to treat private, personal, and sensitive information regarding students, employees, and the institution as confidential. Lindenwood University is obligated to maintain the privacy of those whom we serve. Information regarding students is to be released only by authorized employees in accordance with established federal policies. The Family Educational Rights and Privacy Act (FERPA), formerly known as the Buckley Amendment, protects the privacy of student education records. Before discussing a student's confidential information with parents or guardians, ensure that the student has signed a FERPA Waiver giving permission for such disclosure. Faculty members should reveal information only to those specifically named in the waiver. Electronic copies of student FERPA Waivers can be viewed in student files in the CAMS Portal.

## **RESPONSIBILITY FOR TIMELY REPORTING**

Employees are obligated to immediately report any circumstances, complaints, behaviors, documents (electronic or paper), or observations that reveal or indicate a threat to the well-being of students or other members of the university community. Any matter of this type must be reported to at least two campus authorities: (1) one's immediate supervisor or vice president and (2) the President's Office. It is not acceptable to withhold or postpone reporting because the information on the matter is incomplete; the possible trouble is discovered during the course of a class project or assignment, research project, or co-curricular initiative; filing a concern or complaint might upset another employee or one's supervisor; disclosing the information might disrupt or interfere with the completion of a newspaper article, video production, or a professional manuscript; or the threat surfaces in the context of counseling or advising students.

## **COMPLAINT REPORTS**

Lindenwood has a system for handling student complaints. See student complaint procedure contained in Lindenwood's student handbook. Complaints and their resolutions are entered into an electronic database by individuals in each school/office who have been designated as complaint resolvers. Each month, the vice presidents receive summary reports of all of the complaints that have been entered in the database that deal with issues in their areas. An employee who receives a complaint from a student should attempt to resolve the complaint if it is within the employee's purview. Once the complaint is resolved, information about the complaint and its resolution should be entered into the database or forwarded to a designated resolver in the school or office for entry. If the complaint is not something that the recipient can handle, it should be forwarded to the school/office resolver who will enter it and refer it to the appropriate resolver in the school/office in question. For example, if an employee in the Business Office receives a complaint about food service, that employee will enter the complaint into the database and refer it for resolution to the food service office. The resolver in that office will contact the student, resolve the issue, and enter the resolution into the system. Note that claims by students about discrimination, harassment, sexual misconduct, etc. should be referred directly to Lindenwood's Title IX Coordinator or Deputy Coordinator (for the Belleville Campus), and will be handled pursuant to Lindenwood University's Title IX Policy on Sexual Harassment and Discrimination (Appendix K).

## **‘RED FLAG’ IDENTITY THEFT PREVENTION PROGRAM**

In compliance with applicable laws (including Red Flags Rule regulations) designed to protect against identity theft, Lindenwood has developed an Identity Theft Prevention Program. The program provides guidelines for employees to identify red flags that indicate potential theft of personal information of students, employees, and university customers (Appendix D).

## **DRUGS AND ALCOHOL**

Lindenwood University prohibits the misuse of prescription drugs and the unlawful use, possession, manufacture, and distribution of unauthorized or illegal drugs and alcohol by its employees on its property, while engaged in university business, or as part of any of the university’s activities. Persons who violate this policy are subject to disciplinary action and referral to law enforcement agencies.

The level of disciplinary action will be determined by assessing factors including, but not limited to, the seriousness of the conduct, the effect of the conduct on the community, and the assessed probability that other violations will not be committed by the person(s) in the future. Lindenwood will work with local authorities to ensure local, state, and federal laws are enforced.

For more information, see the Lindenwood Drug-Free Campus Policy (Appendix E).

**Exception:** Alcohol may be consumed at designated locations during authorized functions as determined by Lindenwood University.

## **POLITICAL NONPARTISANSHIP**

No office, organization, subdivision, student, or employee of Lindenwood University may use university resources, advertising channels, or work time to promote, assist, or express support for any particular candidate(s) pursuing election or appointment to a political office. No Lindenwood students, faculty members, or employees may use those resources or university work time on behalf of personal political initiatives or state or imply that they speak as a representatives of the university when expressing personal support for a political candidate. No Lindenwood students, faculty members, employees, or entities are permitted to post, mount, erect, or stand a sign, banner, or poster of a political nature on any property owned, leased, or managed by the university.

This policy is in no way meant to deter students or organizations on campus from engaging in political discussions and debate. However, Lindenwood as an institution must remain politically neutral relative to candidates for office. Also, students may invite active candidates to campus as long as the university issues equal invitations to the opposing candidates. The general principle is that Lindenwood will allow political activities on campus only if they serve a clear educational purpose. Any such events must be approved by the Office of Student Development.

## **INTELLECTUAL PROPERTY RIGHT POLICY**

Lindenwood University abides by applicable laws pertaining to intellectual rights. Any exception is stipulated in an individual contract with the inventor or content creator. For more information, refer to the Intellectual Property and Patent Ownership Policy (Appendix F) and the P2P File Sharing Policy (Appendix G) on the Faculty and Staff Portal.

## **COPYRIGHT POLICY**

It is the intent of Lindenwood University that all members of the university community comply with the provisions of the United States Copyright Law. The Lindenwood Copyright Policy serves to uphold the university's commitment to protecting the principles of intellectual property, as well as protect the rights of its faculty to make appropriate use of copyrighted works for acceptable educational purposes. This policy applies to all university faculty, staff, and students who wish to make use of copyrighted works, whether in print, electronic, or other form. Implicit in this policy is the Fair Use Act, which applies across the board to uses in the traditional classroom environment and the TEACH Act, which is an exception to the Fair Use Act for distance learning.

For this policy to be in effect, by law, all faculty members must be knowledgeable of this policy and they, in turn, must inform the students in their classes of this policy. To read the Lindenwood Copyright Policy, the Lindenwood Web Copyright Policy, and the Lindenwood Streaming Video Policy, go to the following webpage: <http://library.lindenwood.edu/research/copyright/index.html>.

## **PROFESSIONAL DEVELOPMENT**

Exempt faculty and staff are eligible to apply for support for professional development/travel. Supported professional development opportunities include

- Attending a conference or training course to advance or expand subject area expertise (Tier 1); reimbursement for approved expenses up to \$750 per event.
- Presenting a paper, poster, or performance at a conference, or accompanying one or more students who are giving such presentations (Tier 2); reimbursement for approved expenses up to \$1,500 per event.
- Attending a conference or training course at the request of the supervisor (Tier 3); reimbursement for all approved expenses.

Faculty and staff are eligible for up to \$2,000 in professional development travel funds per year, excluding Tier 3 events.

Faculty and staff must complete and submit a Professional Development/Travel Grant form (found on Useful Links in Workday) well in advance of the date of each event. Employees will not be reimbursed for travel occurring before final approval by the provost.

After the approved travel is complete, the employee must submit a copy of the approved travel request form and receipts for all approved expenditures, along with a completed Expense Report form (found on Useful Links in Workday) to the provost for approval. Notification will be sent by email when the reimbursement check is available for pickup at the Business Office.

## **PROFESSIONAL RESPONSIBILITIES**

All members of the Lindenwood University faculty and staff are expected to conduct themselves in a professional manner and demonstrate respect for all members of the university community, as detailed in employee performance evaluation documents. Adjunct instructors are expected to follow the policies, procedures, and expectations outlined in the Adjunct Instructor Guidebook, which is available on Useful Links in Workday.

## **PROFESSIONAL APPEARANCE**

Employees are expected to dress according to generally accepted professional standards appropriate for the professional environment. For clarification and details, consult the relevant supervisor, school dean, or BV-division chair.

## **SOLICITATION/DISTRIBUTION**

Lindenwood University recognizes the responsibility to prevent disruption of normal business and avoid interference or disturbance to our students, visitors, and employees. Solicitation for any reason during working time and in working areas is not permitted without Lindenwood's approval. Employees are not permitted to solicit or distribute non-university literature in work areas at any time during working time. Employees are also prohibited from soliciting or distributing non-university literature in non-working areas during working time. This includes use of the e-mail system. Working time is defined as the time assigned for the performance of a job and does not apply to break periods and meal times. Employees are not permitted to sell chances or merchandise or otherwise solicit or distribute literature without management approval. Solicitation refers to employees and/or non-employees approaching anyone for the purpose of influencing him/her to take a specific action or make purchases as to matters or items not related to Lindenwood business. Distribution refers to handing out materials, supplies, brochures, etc., for non-Lindenwood business. (See Appendix H)

## **ROYALTY DONATIONS**

Faculty members (full-time, part-time, or adjunct instructors) who require students to purchase a textbook they themselves have written must donate any royalties earned on books purchased by students in that class to either the Emergency Textbook Fund or the Student Travel Fund. Contact the Lindenwood Development Office at 636-949-4903 for details.

## **STRATEGIC PLANNING OBJECTIVES AND PROCESS**

Strategic planning at Lindenwood University is a committee-of-the-whole process, an endeavor that involves all offices, schools, and sectors, including the students as well as faculty, staff, and the Board of Directors. The overarching goal is to conduct the formulation or reformulation of the strategic plan as a genuinely collegial effort that draws upon the interests, perspectives, and unique expertise of the entire university community.

The planning process flows from the university's mission statement and is developed to reflect and accomplish the purposes included in that proclamation. All key stakeholders are expected to participate in the undertaking to provide input not only on their individual service domains or disciplines but also on the formal assumptions underlying the plan and the general direction of the university's educational and developmental programs and operations.

## **UNIVERSITY COUNCILS**

The university has four councils that address comprehensive issues affecting the university system as well as individual campuses and student constituencies. The councils are herein briefly described:

Faculty Council	Representatives from each academic school or Lindenwood Belleville division are elected to serve on this council to address important issues affecting faculty members.
Deans Council	The Deans Council is a forum for decision making by the academic deans.

Staff Council	Representatives from each campus are elected to serve on this council to address important issues affecting staff members.
President’s Cabinet	Direct reports to the president serve on this council to address issues affecting the university system and to advise the president of the university system.

## **EXPENSE POLICIES**

### **FUNDRAISERS**

System-wide fundraising projects must be approved in advance by the Development Office (x4939). All fundraisers must be documented through the use of the Solicitation Approval Form, which can be accessed on the Faculty and Staff Portal in the Forms and Handbooks folder in Process Forms section.

## **FACILITIES AND PROPERTY USAGE**

### **FACILITIES ACCESS**

The student is the reason the university was founded and remains the reason for our continued existence and operations. Lindenwood’s grounds, buildings, facilities, curricula, personnel, and programs have the preeminent purpose of serving the student – now and in the future – including any prospective student who is visiting any Lindenwood campus or center.

All university personnel are stewards of their respective domains on campus but not the owners of those domains. All employees are responsible for the orderly and responsible care and functioning of their Lindenwood spaces but are not entitled to unreasonably exclude students and friends of the university from normal and expected admittance to and participation in our facilities.

For further information, please see the Facilities Access Policy (Appendix I).

### **MEETING SPACE AND EVENTS RESERVATIONS**

To request a meeting space or to obtain approval for an event on the St. Charles campus, employees must make a formal request to the facilities coordinator, whose office is located in the Student Involvement offices in Evans Commons. Call (636) 949-4613 for help making online reservations. The facilities coordinator handles reservations for all events spaces except for the Roemer Conference Room. To reserve that space, contact [mcollins@lindenwood.edu](mailto:mcollins@lindenwood.edu).

To request a meeting space or obtain approval for an event on the Belleville campus, employees must make a formal request to the relevant building manager.

### **LOSS OF PERSONAL PROPERTY**

The university is not responsible for lost or stolen personal property. Employees are strongly encouraged to properly secure or keep personal property with them at all times.

### **FIREARMS POLICY**

The university’s Firearms Policy states that no person is permitted to carry firearms or other weapons—either concealed or visible—on Lindenwood property or to any Lindenwood class (offered anywhere), except by duly sworn law enforcement officers who are on duty or working security on a Lindenwood

campus or center. Off-duty police officers may carry completely concealed weapons to their Lindenwood classes only if authorized to do so by their employer and the state of Missouri or Illinois.

Lindenwood shooting team members and coaches must comply with established firearms handling policies and procedures.

## **TOBACCO-FREE POLICY**

Lindenwood University is committed to providing a healthy working and learning environment for the entire campus community. The purpose of this policy is to reduce harm from tobacco use and secondhand smoke, provide an environment that encourages individuals to be tobacco-free, reduce health insurance and health care costs, and promote a campus culture of wellness. Therefore, Lindenwood University establishes the following smoking policy for all facilities, campus areas and university owned property or vehicles where services are carried out or offered. All university students, employees, contractors, and visitors are subject to these regulations.

1. Tobacco includes but not limited to cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and any non-FDA approved nicotine delivery device.

Phase I: (August 1, 2016) Tobacco use is prohibited on Lindenwood University campus except in areas designated as smoking zones. These zones will be at least 100 feet from any university facility and not be more than a five minute walk. This phase of implementation is designed to eliminate smoking around buildings and offer the opportunity to move to a complete ban by fall 2017. Refer to attached map for locations.

- A. Tobacco use is prohibited in all university vehicles, including maintenance vehicles, and automobiles owned by the university.
- B. Tobacco use is prohibited in all university housing units.
- C. University parking areas are included in the ban.

Phase II: (August 1, 2017) Tobacco will be banned from all University owned and controlled property.

2. Adherence to this policy is the responsibility of all members of the University community. It is expected that students, faculty, staff, University affiliates, contractors and visitors to campus will comply with this policy. Members of the University community are to respectfully inform others about the policy to ensure compliance. Primary enforcement of this smoking policy will be the responsibility of those persons who head individual units, departments, buildings, student housing units, those who supervise personnel, Public Safety personnel, and other designees.

### **St. Charles Campus**

Hyland Arena—Southwest parking lot  
Young Hall—Northeast side of building  
Guffey Hall—Northwest parking lot  
J. Scheidegger Center—Southwest side of building  
Campus Service Center—West parking lot  
Welcome Center—West parking lot  
Gazebo—Southeast side of Niccolls Hall  
Harmon Hall—Northwest parking lot

### **Belleville Campus**

Smoking is completely prohibited on the campus and in all residential facilities. Smoking on the premises of other Lindenwood sites and locations is determined by the particular administration and any city ordinances posted on the sites.

## **PARKING AND PARKING PERMITS**

Campus parking and vehicular regulations are designed to minimize congestion, maintain safety, enhance security, and maximize the use of existing parking facilities. Annual parking permits are available for purchase in the Security Office (St. Charles) or Student Services (Belleville). Permits may also be available at the LUCG or off-campus sites. Each university employee is required to obtain and display a parking permit in order to park on university grounds. A parking permit purchased at any campus or site is valid for all Lindenwood campuses and sites.

No vehicle should be parked in any area not marked as a parking spot. The fire lane is designated by yellow marking around all curbs on campus. Parking in a fire lane will result in a parking fine and possible towing. Parking in no-parking zones or courtesy lanes is prohibited. Parking in handicapped parking by those who are not disabled is also prohibited. Violators will be ticketed and/or towed at the owner's expense.

## **IDENTIFICATION CARDS (ID)**

University photo ID cards can be obtained from the IT Help Desk on the third floor of the Spellmann Center in St. Charles or from Student Services on the lower level of Old Main Hall in Belleville. IDs are required for lunch, library use, and for picking up tickets to student performances and sporting events.

## **COPY CENTER USE**

### **St. Charles**

Faculty members have access to free copies of classroom materials at the Copy Center (Spellmann 3rd Floor). Print requests can be sent via email ([copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu)) or brought to the Copy Center with the completed work request form. Students may not retrieve copies of exams without prior written permission from the professor. For more information, contact the Copy Center at (636) 949-4616 [copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu).

### **Belleville**

Copiers are located in a number of buildings and are available to all faculty members. For large runs, contact the Copy Center ([bvcopycenter@lindenwood.edu](mailto:bvcopycenter@lindenwood.edu)) in the lower level of Old Main Hall, adjacent to the library.

### **Off-Campus Sites**

Copiers are available at off-campus centers.

# Section 4

# COMPUTERS & COMMUNICATIONS

## UNIVERSITY EMAIL RESPONSIBILITY

Employees are responsible for the contents of their university email. Exempt employees, including nine- and ten-month faculty members, are expected to regularly monitor university email throughout the calendar year for work updates, student requests, and other necessary functions of the job.

## COMPUTER USE AND SOCIAL MEDIA POLICY

All Lindenwood employees must abide by the following Computer Use and Social Media Policy:

### Revised & Approved by the Board of Directors: 02/07/14

The following guidelines and rules constitute Lindenwood University's Computer Use Policy. Exceptions to these guidelines and rules require the written permission of a dean/division chair and the chief information officer. Violation of any of these rules or guidelines may result in termination of employment.

- **Appropriate Use:** Individuals who are provided access to university computer facilities and to the campus-wide communications network assume responsibility for their appropriate use.
- **Attachments:** No one should open attachments from an unknown or questionable source as doing so can introduce damaging viruses that result in costly repairs.
- **Bandwidth:** Providing services or running applications that consume excessive bandwidth on the Lindenwood network is prohibited.
- **Commercial Use:** It is prohibited to use Lindenwood University's network for commercial purposes.
- **Content:** Viewing, sending, or authoring obscene, profane, or harassing electronic material or messaging is prohibited, as are messages that target individuals in a threatening manner.
- **Criminal Activity:** No Lindenwood University system is to be used for illegal or criminal purposes.
- **Criticism:** Emails and social media entries must not contain personal or unfounded criticisms of the university or any members of the Lindenwood community.
- **Damage and Disruption:** Individuals must not attempt to damage or to degrade the performance of Lindenwood's computers and network or disrupt the online work of other users.
- **Email Use:** The email and network systems are to be used principally for conducting Lindenwood business. Excessive personal use—defined as exceeding 10 minutes per work day engaged in personal email communications—is not permitted. Any personal email transactions should take place only during regular work breaks, unless they are of a time-critical nature, e.g., related to a family emergency or an urgent financial or medical matter. While employees may choose to send personal email communications, they do so at their own risk and should have no expectation of privacy in any email sent over Lindenwood's email system using Lindenwood computers. Please remember that deleting emails or files from a Lindenwood email account or computer does not necessarily mean it has been erased from the university's system. All emails generated through or

received by Lindenwood's email system are property of the university and subject to examination by university officials [for cause]. Lindenwood reserves the right to inspect any messages on our server at any time.

- **External Domains:** Users are not permitted to own external domain names that are utilized for Lindenwood business unless otherwise approved by the user's school dean or division chair and the chief information officer.
- **Hacking:** Unauthorized intrusion into, manipulation of, or theft of another's data is prohibited.
- **Intellectual Property Rights:** Users must observe intellectual property rights in accordance with the Lindenwood University Copyright Policy, the Lindenwood University Intellectual Property Rights Policy, and the Lindenwood University P2P File Sharing Policy (see appendices below).
- **Legal Compliance:** Lindenwood employees are prohibited from sending or knowingly downloading software or data that violate local ordinances or state or federal laws.
- **Mailing Lists:** The use of Lindenwood email accounts for non-business mailing list subscriptions is prohibited.
- **Outlook:** Lindenwood business conducted via email should be limited to the user's Lindenwood Outlook account. Personal email accounts should not be used to transmit Lindenwood communications.
- **Passwords:** Users must not disclose their passwords or otherwise make Lindenwood's facilities available to unauthorized individuals. Moreover, the possession or collection of other's passwords is prohibited.
- **Personal Accounts:** Individuals assume personal responsibility for the use of their accounts.
- **Personal Computers:** Users with personal computers on the Lindenwood network are expected to take reasonable precautions to ensure the security of their systems and will be held responsible for misuse by others.
- **Personal/Political Messaging:** Broadcasting personal or political messages to either ad hoc or preconfigured distribution groups, internal or external to the university, is prohibited.
- **Policy Application:** The Lindenwood University Computer Use policy applies to all computers, mobile devices, etc., connected to the Lindenwood University network, whether they are personal or university-owned.
- **Property:** Statutes governing intellectual property rights will supersede the university's prerogatives in the case of copyrighted materials.
- **Purpose:** Computer and network facilities are provided primarily for educational use.
- **Restrictions:** At its discretion, the university reserves the right to restrict or deny the use of its network facilities and capabilities.
- **Secondary Networks:** It is prohibited to connect any secondary physical network to the Lindenwood network without authorization.
- **Security:** Individuals may not attempt to circumvent security systems or to exploit or probe for security holes in any Lindenwood network or system, nor may individuals attempt any such activity against other systems accessed through Lindenwood's facilities.
- **Theft:** Theft, rearrangement, or damage to any university computer or network equipment, facilities, or property is strictly prohibited and will be reported to the police. This includes all public computer labs, network equipment, wiring, and circuits.
- **User Privilege:** The use of technology on campus is a privilege, rather than a right, and a violation of the aforementioned policies could result in a suspension of network privileges or even termination of employment depending on how egregious the action is.

## **IT CHANGE POLICY**

### User Acceptance

1. **New Employees**  
The dean or supervisor completes a Lindenwood Access Form that denotes campus location and access needed to perform the employee's duties and submits it to the Office of Human Resources. The Office of Human Resources notifies the various offices of access needed.
2. **Current Employees**  
For change in job duties or location, the dean or supervisor completes a Lindenwood New Hire and Change Form that denotes the change and submits it to the Office of Human Resources. The Office of Human Resources notifies the various offices to update records as needed.

## **HARDWARE AND SOFTWARE REQUESTS**

Requests for computer hardware or software should be sent to the Help Desk ([helpdesk@lindenwood.edu](mailto:helpdesk@lindenwood.edu)).

## **SOFTWARE COPYRIGHT COMPLIANCE**

As a part of its compliance with federal copyright law, Lindenwood University employs a procedure to respond to bona fide notices of copyright violation by copyright holders. This procedure operates as follows:

The Digital Millennium Copyright Agent for the university requests that the Network Operations Center block the Internet Protocol (IP) address alleged to be in violation of federal law and provide the agent with the identity of the user or party responsible for the computer (responsible party). The agent then notifies the user or responsible party of the notice and requests a cease and desist statement. Upon receipt of that statement, the agent requests that the Network Operations Center unblock the IP address.

Because intentional file sharing of material for which the user does not have the copyright holder's permission is a violation of the university policy, the user shall report to the VP-HR office for disciplinary processing. These procedures help to protect the user against copyright holders going through legal processes to obtain the identity of the user.

In the case where the copyright notice is the result of a computer compromise (electronic activities that cause damage to a computer) or a hacking, and not the intentional activity of file sharing on the part of the computer's user, the agent shall instruct the user to fix the computer or to make an appointment with the Help Desk ([helpdesk@Lindenwood.edu](mailto:helpdesk@Lindenwood.edu)) to have it fixed. The agent will request the block be lifted upon receipt of information that the machine has been repaired.

## **COMMUNICATION POLICIES AND PROCEDURES**

### **EDITORIAL STYLE AND APPROVAL**

Most publications produced by the Lindenwood Office of Public Relations must follow Lindenwood's *Style Handbook*. Academic and institutional documents generally follow Lindenwood Editorial Guidelines. Both documents can be found on the Faculty and Staff Portal in the Forms and Handbooks folder under the Editorial Policies/Forms section.

All promotional publications, whether printed professionally by the PR staff or produced on a faculty member's computer, must be formally approved. To start the approval process, submit a Publication Request Form at the beginning of the planning process. The form can be found on the Faculty and Staff Portal in the Forms and Handbooks folder.

All promotional materials must be reviewed and approved by the department, school, or office that requested them and must be reviewed by Public Relations staff for accuracy, university style, aesthetics, and appropriate grammar, spelling, and punctuation before the document is printed.

## **FORMS AND UNIVERSITY DOCUMENTS**

The latest versions of commonly used forms and documents are available on the Faculty and Staff Portal or on the Faculty Folder Network Drive.

## **LOGO USE**

Logos and Lindenwood branding guidelines can be found on the J: Drive in the Logos folder. Logos should only be used for official Lindenwood documents, and the documents must be free of grammatical, punctuation, and spelling errors. The Belleville campus versions of the Lindenwood logos appear in maroon. Sports logos that contain the images of a lion (St. Charles) or a lynx (Belleville) should be, in most cases, reserved for sports-related editorial content.

## **MEDIA CONTACT**

Employees at the St. Charles campus and at extension centers should call the Lindenwood University Office of Public Relations at (636) 949-4913 if they are aware of or involved in any media matters related to Lindenwood. Employees at the Belleville campus should contact the assistant vice president and executive director of community relations at (618) 239-6031.

If an employee on the St. Charles campus or an extension center is approached by a member of the media, the employee should immediately call (636) 949-4913 and notify the PR staff. Belleville employees who are approached by a member of the media should immediately call (618) 239-6031 or (314) 504-0036 to notify the assistant vice president and executive director of community relations.

To reach the St. Charles public relations professionals after hours, contact security at (636) 262-4622. To reach the Belleville campus assistant vice president and executive director of community relations after hours, call (314) 504-0036.

## **SIGNATURE POLICY**

Lindenwood employees shall not include another Lindenwood employee's signature on any document without written, signed approval from the signature holder. Further, university officials wishing to include the president's signature on a document shall have that document reviewed and approved by the president prior to general distribution. This policy applies to all university faculty, staff, and students. Further, all authorized monetary signatures are approved by the Board of Directors and implemented via the president.

## **SURVEYS**

Surveys may be conducted for research or assessment purposes with prior approval. All surveys must have the approval of the appropriate vice president. Surveys are implemented through the Qualtrics

software. To use this account, contact an assigned survey administrator. For more details, see the Lindenwood Survey Guidelines in the Forms and Handbooks section of the Faculty and Staff Portal.

## **E-NEWSLETTERS**

Electronic newsletters may be used to promote programs or to keep stakeholders informed about new policies and procedures. Follow *Lindenwood Digest* submissions guidelines and send announcements directly to [ludigest@lindenwood.edu](mailto:ludigest@lindenwood.edu). All e-newsletters that represent Lindenwood must be accurate and error-free.

## **MAIL PROCEDURES**

Mail traveling between the St. Charles and Belleville campuses is handled by a courier service. Each campus handles U.S. Postal Service mail as follows:

### **St. Charles**

Mail is received each morning, Monday through Saturday, at the Evans Commons. Schools and offices make arrangements for pickup. Outgoing mail is also processed by the Evans Commons' mailroom. Only official mail will receive university postage. Faculty members can send personal letters if they provide the stamps. For information on sending bulk mail (200 pieces or more), contact (636) 949-4563.

### **Belleville**

Incoming mail is delivered each morning. Outgoing mail should be in the mailroom by 5 p.m. the previous day. For information on bulk mail (200 pieces or more), contact the Belleville dean of students.

## **SOCIAL MEDIA POLICY**

Lindenwood recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Pinterest, Tumblr, blogs and wikis. However, employees' use of social media can pose risks to Lindenwood's confidential and proprietary information, reputation, and brands.

To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the university's IT resources and communications systems are used appropriately as explained below, Lindenwood expects its employees to adhere to the following guidelines and rules regarding social media use.

Apart from personal use of social media in accordance with this policy, Lindenwood encourages its employees to participate responsibly in these media as a means of generating interest in Lindenwood's services and creating business and teaching opportunities so long as all of Lindenwood's rules and guidelines regarding social media usage, particularly in a business context, are adhered to.

### **Compliance with Related Policies and Agreements**

All of Lindenwood's other policies that might apply to social media use remain in full force and effect. Employees should always adhere to them when using social media. Social media should never be used in a way that violates any other Lindenwood policies or employee obligations. If your social media activity would violate any of Lindenwood's policies in another forum, it will also violate them in an online forum.

### **Personal Use of Social Media**

Lindenwood recognizes that employees might work long hours and occasionally may desire to use social media for personal activities at the office or by means of the university's computers, networks, and

other IT resources and communications systems. We authorize such use during nonworking time, so long as it does not involve vulgar, obscene, threatening, intimidating, or harassing content not otherwise protected or required by law, is not maliciously false, does not violate any other Lindenwood policies or employee obligations, and does not interfere with your employment responsibilities or productivity. Circulating or posting commercial, personal, religious, or political solicitations, chain letters, spam or promotion of outside organizations unrelated to university business are also prohibited during working time unless otherwise protected or required by law.

### **No Expectation of Privacy**

All contents of Lindenwood's IT resources and communications systems are the property of the university. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the university's electronic information and communications systems.

You are expressly advised that in order to prevent misuse and maintain production and discipline, **Lindenwood reserves the right to monitor, intercept and review, without further notice, every employee's activities using the university's IT resources and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your use of such resources and systems.** This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies. Lindenwood may store copies of such data or communications for a period of time after they are created and may delete such copies from time to time without notice.

Do not use Lindenwood's IT resources and communications systems for any matter that you desire to be kept private or confidential from Lindenwood.

### **Business Use of Social Media**

If you are required to use social media as part of your job duties—for Lindenwood's marketing, public relations, recruitment, university communications, or other university purposes—you should carefully review this Social Media Policy. Note that Lindenwood owns all social media accounts used on behalf of Lindenwood or otherwise for university purposes, including any and all log-in information, passwords, and content associated with each account, such as followers and contacts. Lindenwood owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with Lindenwood. If your job duties require you to speak on behalf of the Lindenwood in a social media environment, you must still seek approval for such communication from your supervisor, who will consult with the university's digital media specialist in the Office of Marketing and Communications as needed. You may be required to receive training before you proceed, and certain requirements and restrictions with regard to your activities may be imposed.

### **Guidelines for Employees' Responsible Use of Social Media**

The above material covers specific rules, policies and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and

safely, in the best interests of Lindenwood. These guidelines reflect the "duty of loyalty" all employees owe their employers and are intended to add to, not contradict, limit, or replace applicable mandatory rules, policies, legal requirements, legal prohibitions, and contractual obligations.

**Protect Lindenwood's Goodwill, Brands, and Reputation.** You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the university itself, future employers, and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media. Never post anonymously to social media sites when your post could be attributed to Lindenwood, its employees, students, suppliers, vendors or other stakeholders. Anonymous posts can be traced back to the original sender's e-mail address. Follow all guidelines in this policy regarding social media postings.

If you disclose your affiliation as an employee of Lindenwood, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."

Use good judgment about what you post and remember that anything you say can reflect on Lindenwood, even if you do include a disclaimer. Always strive to be accurate in your communications about Lindenwood and remember that your statements have the potential to result in liability for you or Lindenwood. Lindenwood encourages professionalism and honesty in social media and other communications.

**Respect Intellectual Property and Confidential Information.** Lindenwood's policies restricts employees' use and disclosure of the university's trade secrets, confidential information, and intellectual property. Beyond these mandatory restrictions, you should treat Lindenwood's trade secrets, intellectual property, and other proprietary information about Lindenwood's operations, students, and services as confidential and not do anything to jeopardize or unwittingly disclose them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other entities and individuals, which can create liability for yourself and for Lindenwood.

To protect yourself and the university against liability for copyright or trademark infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or company, ask the Marketing and Communications staff ([publicrelations@lindenwood.edu](mailto:publicrelations@lindenwood.edu)) before making the communication.

**Respect and Comply With Terms of Use of All Sites You Visit.** Do not expose yourself or Lindenwood to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them. If you are using social media as part of your job duties, pay particular attention to terms relating to

- Prohibitions or restrictions on the use of the social media site, including prohibitions or restrictions on use for advertising, marketing and promotions, or other commercial purposes (for example, *Facebook's Statement of Rights and Responsibilities* (its terms of use) and accompanying *Promotional Guidelines* specify the terms for businesses administering promotions through Facebook).

- Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of the university's copyrighted material and trademarks that might be posted on the site, or user information the company collects through the site).
- Requirements for licenses or other permissions allowing use by the site owner and other third parties of the company's trademarks or other intellectual property.
- Privacy rights and responsibilities of the site owner and users.

**Respect Others.** In addition to complying with Lindenwood's policies prohibiting discrimination and harassment, do not post, or express a viewpoint on another's post, such as by "liking" a Facebook post, that Lindenwood's employees, students, suppliers, or vendors may find offensive, including ethnic slurs, sexist comments, discriminatory comments, profanity, abusive language or obscenity, or any post that is maliciously false. No employee should feel pressured to accept any social media request for another employee.

**Conduct Not Prohibited by this Policy**

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or other terms and conditions of employment; raising complaints about working conditions for their own and their fellow employees' mutual aid or protection; or legally required activities.

# Section 5

# EMERGENCIES AND CANCELLATIONS

## EMERGENCY PREPAREDNESS

### BASIC EMERGENCY ACTION PLAN

Please refer to the Basic Emergency Action Plan (Appendix J), which can be found on the Security tab of the Lindenwood website.

### BUILDING EXIT PLANS

Every building has a building emergency exit plan. To access the plans for the St. Charles campus and extension centers, consult the Security webpages. All employees should be familiar with the building(s) they occupy and be prepared to help students and visitors in emergencies.

### INJURIES/ACCIDENTS—EMPLOYEES

Emergency kiosks and phones are available on the St. Charles and Belleville campuses for emergency use.

In the event of an emergency, 911 should be called immediately. Lindenwood University provides workers' compensation benefits for all employees in accordance with federal, state, and local laws if a compensable injury is incurred in the course of employment.

Employees should immediately report all injuries incurred on the job, no matter how insignificant, to their supervisors. The employee must also complete an incident report in Workday. The supervisor will instruct the employee where to obtain any necessary medical treatment. If the medical provider certifies that the injured/ill employee is unable to work, a leave of absence may be initiated. The employee or the supervisors must submit the incident report immediately to the VP-HR.

### INJURIES/ACCIDENTS—STUDENTS AND GUESTS

At times, members of the campus community and guests to our campuses suffer injury or illness. In the event of an emergency, 911 should be called immediately. If the injury or illness is not life threatening, campus security should be called for assistance. An incident report must be completed.

Please note it is important to err on the side of caution and call 911 in instances where individuals appear to be unconscious or are otherwise impaired.

If the student needs to be transported to the hospital, 911 should be called. Employees should not transport students or campus visitors in Lindenwood or personal vehicles. If the student is transported to the hospital, Campus Security will notify a designated emergency contact.

## SECURITY OFFICES

### St. Charles Campus

John Bowman  
Director of Public Safety and Security  
110 S. Kingshighway  
St. Charles, MO 63301  
(636) 949-4687

**Campus Security: (636) 949-4911**

St. Charles Police Department: 911 or (636) 949-3300

### Belleville Campus

Tom Coppotelli  
Director of Public Safety and Security  
2600 West Main Street, Old Main Hall  
Belleville, IL 62226  
(618) 671-6088

**Campus Security: (618) 239-6081**

Belleville Police Department: 911 or (618) 234-1212

## EMERGENCY MESSAGING SYSTEM

During emergencies, the university alerts students, staff, and faculty via the Lindenwood instant message system provided by Rave. This important service enables quick mass communication in the event of school closings or campus crises. The service is free to users.

Employees can update cell phone information in order to receive emergency texts by logging onto the Faculty and Staff Portal and clicking on Emergency Text Messaging under the Services tab near the bottom of the left menu. Then click the update button. (Please Note: It may take up to 24-48 hours for cell phone numbers to be updated.)

## INCLEMENT WEATHER POLICY FOR EMPLOYEES

When the campus is closed due to inclement weather, all exempt and non-exempt employees are credited with *closure pay* for hours they would have worked had the campus been open. Essential workers who are required to report when the campus is closed receive regular pay like all other staff employees plus emergency or *inclement weather pay* for all hours actually worked during the time period the campus is closed. Essential employees who do not report to work due to illness on a required inclement weather work day must provide a doctor's excuse and will not receive closure pay. Essential employees previously approved for vacation are not required to report to work when the campus is closed for inclement weather and will not receive closure pay.

When classes are cancelled, but the campus is open, all staff employees and service contractors are expected to maintain a normal work schedule. During inclement weather when road conditions are hazardous and may endanger employee safety, supervisors are encouraged to adjust work schedules to allow employees to arrive late or leave early based upon the circumstances. Employees should be allowed to make up missed work time **during the same work week**. Staff employees who are unable report to work or to make up missed time during the work week may use accrued vacation or sick time.

## **INCLEMENT WEATHER ANNOUNCEMENTS**

Should weather conditions create potentially hazardous conditions, Lindenwood University will evaluate the situation and take into consideration the safety of faculty, staff, and students as well as the services that must be provided despite the inclement weather. After this careful evaluation and depending on the hazardous weather conditions (e.g., tornado, snow/ice, etc.), an alert will be sent to applicable students, faculty, and staff via a Rave system text message and Lionmail as necessary. This alert will detail the appropriate action required of faculty, staff, and students as well as essential services that must be provided despite the occurrence of inclement weather.

In the unlikely event that Lindenwood alters the normal work and/or class schedule, an announcement will be posted on the university's homepage ([lindenwood.edu](http://lindenwood.edu) and [belleville.lindenwood.edu](http://belleville.lindenwood.edu)). An announcement will also be distributed via Lionmail and the Rave system or whatever is deemed most appropriate for the weather conditions. Announcements for the Belleville and St. Charles campuses will be made separately but will follow the same procedures.

Separate announcements may be made regarding evening classes; evening classes are defined as those classes starting at or after 4 p.m.

Only the president (or, in the president's absence, the provost) has the authority to cancel classes in the event of severe weather. The university maintains its teaching, research, and service activities in accordance with established schedules and operational demands. To this end, suspension or cancellation of classes due to inclement weather will be avoided whenever possible. Because certain essential functions of the university must be provided at all times, campus operations will not be suspended in the event of severe weather even though classes may be canceled.

# Section 6

## STAFF EMPLOYEES

### STAFF EMPLOYEES TEACHING CLASSES

Teaching classes at Lindenwood University is sometimes considered part of the job duties of qualified staff employees. When this is not the case, exempt staff employees may be asked to teach a class in their field of study. If the class is taught outside of the regularly scheduled workday, the staff member may receive regular adjunct pay. If the class is taught during the employee's regularly scheduled workday, no pay will be awarded. Online classes will be paid at the regular adjunct rate, assuming all responsibilities associated with teaching the class are performed outside of the workday. Non-exempt employees are **not** permitted to teach classes in addition to their primary duties.

### ESSENTIAL WORKERS

Essential workers include public safety officers, groundskeepers, maintenance workers, housekeepers, the special projects manager, the director of residential life, the preventative maintenance manager, and the contracted food service workers. All essential workers must report to work when the campus is closed due to inclement weather and during emergency situations, unless otherwise notified by the supervisor. For more information on Inclement Weather Policy for Employees, see page 43.

### EMPLOYMENT AT WILL

Employment as a staff member with Lindenwood University is on an "at-will" basis and is for no definite period. This means that regardless of the date or method of payment of wages or salary, a staff employee may be terminated at any time with or without cause or notice. Likewise, an employee may resign from employment at any time with or without cause or notice. No one, other than the president, has the authority to alter the at-will status of the employee's employment or to enter into any employment contract for a definite period of time. Any such agreement altering the employment-at-will status must be in writing and signed by the president.

Employees are expected to comply with all federal, state, and local laws at all times, whether on or off campus, and failure to do so is deemed unacceptable conduct. Any such violations determined to be egregious by the university are grounds for discipline or termination. Additional grounds for discipline and/or termination include, but are not limited to

- Poor work execution
- Incompetence, defined as lack of sufficient ability, education, training, or experience to perform adequately
- Failure to carry out assigned duties
- Unethical conduct
- Posing a threat to the safety and security of the campus, the work environment, or the reputation of the university

## **GRIEVANCE PROCEDURE FOR STAFF EMPLOYEES**

A grievance will be considered a written complaint alleging a violation of university, school, division, or department policy. Complaints concerning termination, discrimination, and harassment are addressed in other policies in the Employee Guidebook.

The grievance procedure begins when a staff member has a grievance with a person or the institution. The issue should be brought to the attention of the immediate supervisor via a signed, written statement of the aggrieved act and the specific policy that has been violated. The immediate supervisor shall then seek resolution.

1. Upon receipt of the grievance, with all pertinent documentation attached, the immediate supervisor shall determine the appropriate measure(s) to resolve the grievance. The named respondent(s) shall have an opportunity to address the grievance. The grievant and respondent shall be notified in writing within seven days of receiving the grievance of either the resolution or the appropriate measures taken towards the resolution of the grievance. If the staff member's grievance is with the immediate supervisor, the written, signed statement along with all pertinent materials are to be submitted to the vice president for human resources.
2. A staff member dissatisfied with the response of the immediate supervisor can appeal to the VP-HR within seven days of receipt of the initial adjudication. The appeal to the VP-HR shall be in a written, signed statement setting forth reason(s) for the dissatisfaction.
3. The named respondent shall be notified in writing of the appeal by the VP-HR. The respondent shall have the opportunity to address the appeal. The VP-HR shall determine the resolution or appropriate measures to be taken, if any, to resolve the grievance and notify the grievant and respondent(s) in writing within seven days of receiving the appeal.
4. If the grievant remains dissatisfied, the grievant shall within seven days submit a written request to the VP-HR for a hearing before a three-person subcommittee consisting of three members of the executive management team.
5. The VP-HR shall provide the subcommittee with a copy of the grievance file. Within seven days of receipt of the request for a hearing, the subcommittee shall set the date, time, and location for the hearing. The grievant, respondent, and respective immediate supervisors shall be present at the hearing. Either party to the grievance may request other staff members to speak to the issue(s). The subcommittee shall establish the procedural guidelines for conducting the hearing.
6. Within seven days of the conclusion of the hearing, the subcommittee shall forward a written, signed recommended resolution to the VP-HR, grievant, respondent, and respective supervisor.
7. The VP-HR shall submit a copy of the subcommittee recommendation along with all supporting documentation to the president along with a recommendation for consideration. The president shall issue a final administrative decision in writing to the grievant, respondent, respective supervisor, and VP-HR within 14 days.
8. All time periods shall not include weekends or university-observed holidays. Time periods may be extended for such reasons as, including but not limited to, an individual not being available

due to vacation, holidays, outside-of-university contract period, scheduled university commitments, etc. All parties shall be notified of an extension of a required time period.

9. All parties to the grievance procedure shall respect the privacy of all parties and maintain all information acquired throughout the process, regardless of form, in the strictest of confidence.

## **STAFF COUNCIL**

### **Staff Council Focus**

The focus of the Staff Council is to engage staff employees through ongoing communication and collaboration for the successful achievement of the Lindenwood University mission.

### **Staff Advisory Council Purpose and Duties**

The council will provide for the integration of staff perspective by

1. Acting as a conduit for two-way communication between staff and administration
2. Identifying operational and institutional issues and their impact on staff
3. Exploring and researching possible solutions
4. Providing options and recommendations to the president
5. Attending and actively participating in regularly scheduled council meetings as convened by the St. Charles and Belleville chairpersons
6. Serving on additional committees or subcommittees as necessary;
7. Engaging staff in the achievement of the Lindenwood University mission.

### **Staff Advisory Council Participation Process**

Staff employees wishing to be considered for the council must complete section 1 of the Staff Advisory Council Participation Form and submit it to the supervisor for approval. The supervisor will complete section 2 and submit it to the Staff Council chair and the VP-HR no later than June 1. If more than the allotted number of staff employees per unit submit the Staff Advisory Council Participation Form, the chair will hold an election among the constituents of that work unit.

### **Staff Advisory Council Eligibility**

1. Designated as staff or staff administrator employee
2. Minimum of three years of full-time service at Lindenwood University
3. Meet or exceed supervisor's performance expectations

### **Staff Advisory Council Make-up (St. Charles)**

1. Employees designated as staff from each unit
2. Staff units include
  - a. Executive Offices (2 members)
    - i. Human Resources
    - ii. Development
  - b. Financial Affairs (2 members)
    - i. Business Office
    - ii. Accounting Office
    - iii. Maintenance
    - iv. Housekeeping

- v. Groundskeeping
  - vi. Ice Arena
- c. Student Development (2 members)
  - i. Career Development
  - ii. Residential Life
  - iii. Student Life and Leadership
  - iv. Public Safety
  - v. International Students and Scholars
  - vi. English as a Second Language
- d. Academic Affairs (2 members)
  - i. Schools
  - ii. Library Services
  - iii. Academic Services
  - iv. Student and Academic Support Services
- e. Enrollment Management (2 members)
  - i. Admissions Processing
  - ii. Day Admissions
  - iii. Graduate and Evening Admissions
  - iv. Financial Aid
  - v. Extension Sites
  - vi. Marketing and Communications
- f. Athletics (2 members)
- g. Theater Operations (1 member)
- h. Information Technology (1 member)
- 3. Administrative representatives
  - a. VP-Human Resources
  - b. Assistant VP-Facilities Management
  - c. VP-Student Development/Global Affairs

**Staff Advisory Council Make-up (Belleville)**

1. Employees designated as staff from each unit
2. Staff units include
  - a. Executive/Administrative Offices (2 members)
    - i. Institutional advancement
    - ii. Community Relations/Public Relations
    - iii. Administrative Support Services
    - iv. Executive Communications
  - b. Operations and Finance (2 members)
    - i. Business Office/Financial Aid
    - ii. Maintenance/Housekeeping/Grounds keeping
    - iii. VA Services
  - c. Student Development (2 members)
    - i. Housing

- ii. Student Life and Leadership
    - iii. Public Safety
    - iv. International Student Advisors
  - d. Academic Affairs (2 members)
    - i. Divisions
    - ii. Library Services
    - iii. Academic Services
    - iv. Student and Academic Support Services
  - e. Enrollment Management (2 members)
    - i. Admissions Processing
    - ii. Day Admissions
    - iii. Graduate and Evening Admissions
    - iv. Extension Sites
  - f. Athletics (2 members)
    - i. Coaches
    - ii. Athletic Training
    - iii. Sports Information
    - iv. Athletic Support Staff
  - g. Information Technology (1 member)
  - h. NAIA (1 member)
    - i. NAIA Administration
    - ii. NAIA Coaches

# Section 7

## FACULTY EMPLOYEES

All are exempt employees and are not covered by the overtime pay or minimum salary requirements of the Fair Labor Standards Act.

### **CONTRACTS AND EMPLOYMENT**

*Modified March 2017, pending Board of Directors Approval*

Faculty members are issued annual contracts based upon individual merit, institutional needs, and available resources. Lindenwood University does not grant tenure. Each year, returning faculty members are offered one-year contracts that range from 9 to 12 months in duration (see Faculty Contracts below). Any faculty member may request an alternative contract that varies in duration from the previous year, which would involve a corresponding change of compensation (see Alternative Contracts below).

Unless otherwise contracted, Lindenwood recognizes a faculty member's right to resign at any time for any reason; similarly Lindenwood may terminate a professor's employment at any time for cause, subject to procedures stipulated in the Employee Guidebook (p. 50). The administration may decide not to renew a faculty member's contract without a performance-related cause when that decision best serves the overriding educational, programmatic, or economic interests of the university. A faculty member who does not intend to accept a contract for the following academic year should submit a written letter of resignation to the school dean no later than one week following the offer of employment. Failure to submit the signed contract by the date stipulated in the contract letter will also represent an intended resignation.

Once signed, the faculty member agrees to abide by the provisions contained in the Employee Guidebook and any revisions thereto. Salary, benefits, and deployment shall not change during the term of agreement, but other changes to the Employee Guidebook shall apply to the faculty member. Benefits include employer-paid insurance, paid time off (applicable sick, vacation, and holidays), retirement, and tuition grant.

### **GRIEVANCE PROCEDURE FOR FACULTY EMPLOYEES**

A grievance is a written complaint alleging a violation of university, school, division, or department policy. Complaints concerning termination, non-renewal of contract, discrimination, and harassment are addressed in other policies in the Employee Guidebook.

The grievance procedure begins when a faculty member has a grievance with a person or the institution. The issue should be brought to the attention of the school dean or immediate supervisor via a signed, written statement within 90 days of the aggrieved act and the specific policy that has been violated. The dean or immediate supervisor shall then seek resolution.

1. Upon receipt of the grievance, with all pertinent documentation attached, the dean or immediate supervisor shall determine the appropriate measure(s) to resolve the grievance. The

named respondent(s) shall have an opportunity to address the grievance. The grievant and respondent shall be notified in writing within seven days of receiving the grievance of either the resolution or the appropriate measures taken towards the resolution of the grievance. If the faculty member's grievance is with the school dean or division chair, the written, signed statement along with all pertinent material are to be submitted to the provost.

2. If dissatisfied with the response of the school dean or division chair, the faculty member can appeal to the provost within seven days of receipt of the initial adjudication. The appeal to the provost shall be in a written, signed statement setting forth the reason(s) for the dissatisfaction.
3. The named respondent shall be notified of the appeal in writing by the provost. The respondent shall have the opportunity to address the appeal. The provost shall determine the resolution or appropriate measures to be taken, if any, to resolve the grievance and notify the grievant and respondent(s) in writing within seven days of receiving the appeal.
4. If the grievant remains dissatisfied, the grievant shall within seven days submit a written request to the Faculty Council for a hearing before a subcommittee consisting of three representatives selected by the Faculty Council. At least two of the subcommittee members shall have a minimum of five years full-time faculty service, at least three of which must be at Lindenwood University. No member of the subcommittee shall be from the grievant or respondent's school or university department. It is recommended that one member be from the alternate campus.
5. The provost shall provide the Faculty Council subcommittee with a copy of the grievance file. Within seven days of receipt of the request for a hearing, the Faculty Council subcommittee shall set the date, time, and location for the hearing. The grievant, respondent, and respective school deans or immediate supervisors shall be present at the hearing. Either party to the grievance may request other faculty, staff, or members of the administration to speak to the issue(s). The Faculty Council subcommittee shall establish the procedural guidelines for conducting the hearing.

Within seven days of the conclusion of the hearing, the Faculty Council subcommittee shall forward a written, signed recommended resolution to the provost, grievant, respondent, and respective school dean/supervisor(s).

6. If the grievant remains dissatisfied, the provost shall submit a copy to the president of the Faculty Council subcommittee recommendation along with all supporting documentation and a recommendation for consideration. The president shall issue a final administrative decision in writing to the grievant, respondent, respective school dean/supervisor(s), Faculty Council, provost, and VP-HR within 14 days.

All time periods shall not include weekends or university observed holidays. Time periods may be extended for such reasons as, including but not limited to, an individual not being available due to vacation, holidays, outside of University contract period, scheduled university commitments, etc. All parties shall be notified of the extension of a required time period.

If the grievance is with the provost, the VP-HR will assume the duties of the provost as outlined in this procedure.

All parties to the grievance procedure shall respect in strictest of confidence the privacy of all parties and maintain all information acquired throughout the process, regardless of form.

See Faculty Council Bylaws for Grievance Hearing Guideline recommendations.

## **PROCEDURES FOR APPEAL OF FACULTY TERMINATION AND NON-RENEWAL**

### **I. Termination and Nonrenewal of Contract**

#### **A. Termination for Cause**

The administration may dismiss a faculty members at any time for cause, defined as failing to fulfill professional duties or to conduct themselves according to acceptable professional standards, as defined by a committee of their peers. Performance problems that are cause for dismissal are listed in Disciplinary Policy in Section 2 above.

#### **B. Non-Renewal**

The administration may decide to not renew a faculty member's contract without a performance-related cause when that decision best serves the overriding educational, programmatic, or economic interests of the university. Written notice of non-renewal shall be delivered to the faculty member by March 15 in the first or second year of service. If written notice of non-renewal occurs after March 15 of the second year of service, a faculty employee who is notified of non-renewal will be paid 12 months of salary from the date of the non-renewal notification at the employee's current rate of pay.

#### **C. Appeal Process**

A full-time faculty member who is notified by the administration that the employee's contract will not be renewed after at least three years of service or who is dismissed for cause in any year of service has a right to appeal the decision through these procedures:

1. Within 14 calendar days following the date of receiving written notice of termination or non-renewal, the faculty member may appeal the decision to the provost through written request, and the provost shall conduct a meeting with the faculty member and the relevant school dean or Belleville division chair and department chair. Within seven business days after that hearing, the provost shall make a recommendation to the president to either sustain or reverse the decision.
2. If the decision is sustained and the faculty member believes that either academic freedom or the evidentiary review is at issue, the faculty member shall then have 14 calendar days to submit a written request to the Faculty Council for a hearing before that body. The faculty member shall send copies of the request to the school dean or Belleville division chair and the provost.
3. The Faculty Council shall review the request and determine whether a formal hearing should be conducted. If the council concludes that a hearing is warranted, it shall elect a subcommittee of three members to conduct the proceedings. At least two of the subcommittee participants shall have a minimum of six years of full-time faculty service, with at least three years of full-time faculty service at Lindenwood, and none shall be from the petitioner's academic school. No formal rules of evidence or procedure apply to such proceedings. The subcommittee will, however, ensure that the proceedings elicit reliable evidence and that they are conducted in a fair

manner. The committee may institute additional procedural rules as it deems necessary to ensure the fairness of the proceedings.

4. The affected faculty member, the school dean or Belleville division chair, and the department chair shall be present at the hearing, and the faculty member shall have the opportunity to present information in support of the appeal. The hearing shall be closed to all other persons unless the subcommittee directs otherwise.
5. The school dean or Belleville division chair, department chair, affected faculty member, and/or members of the subcommittee may invite other members of the faculty or administration to speak to the issue. The affected faculty member may be heard by the subcommittee personally. Such opportunity, however, does not include the right to have counsel present evidence or question witnesses or make arguments before the subcommittee.
6. Student opinion may be introduced through individual written statements or course evaluations at the Faculty Council's discretion.
7. Within seven days of receipt of its subcommittee's report and conclusion on the hearing, the Faculty Council shall meet and determine a recommendation, and the council chair shall submit that recommendation in writing to the provost and the affected faculty member, normally within two business days of the determination.
8. The provost shall submit a recommendation to the president along with a copy of the Faculty Council's written recommendation and supporting evidence and statements to the president. The president shall issue a final administrative decision in writing to the faculty member and the council.
9. Any complaint alleging an arbitrary or capricious decision related to continued employment status may be appealed in writing to the Executive Committee of the Board of Directors only after all other procedures described here have been exhausted. Such complaint must be delivered to the secretary of the Board of Directors, with copies for each member of the Executive Committee. The Executive Committee will review the complaint and determine at its discretion whether it will hear the appeal. The Executive Committee may choose to take action as it deems just and proper. No formal rules of evidence or procedure apply to such appeal, but it is instead guided by principles of fairness. In no circumstance will counsel be allowed to present evidence or question witnesses on behalf of the affected faculty member.
10. All evidence and conversations in this appeal process shall be held in strictest confidence by all parties.

## II. Procedures for Actions Stemming from Financial Exigency or Program Elimination

1. Declaration of financial exigency or elimination of an academic program will be determined by the provost in consultation with the president.
2. The Faculty Council will be consulted for input and recommendations to the administration prior to a final decision on program or specialty deletion.

3. The academic administration and Faculty Council will work together to review programmatic and academic personnel priorities; those conversations will be taken into account by the provost when formulating a recommendation to the president.
4. If a faculty member is slated for non-renewal for reasons of financial exigency or program or specialty deletion, the university will make all reasonable efforts to place the employee in an alternative position consistent with the employee's credentials.
5. A faculty member whose position or program has been eliminated shall be paid through the end of the current contract.

## **GUIDEBOOK REVISION PROCESS**

The VP-HR periodically reviews the Employee Guidebook and related personnel policies with the Faculty Council, Staff Council, and the Deans Council and requests input on recommendations for change and improvement. The resulting recommendations are evaluated by the president, the VP-HR, and the VP-AA, and many are formally presented to the Mission and Purpose Committee of the Board of Directors. Any suggested changes approved by that committee and the Executive Committee of the board are then formally proposed to the Board of Directors for final approval.

## **PROCESS FOR DETERMINING INDIVIDUAL FACULTY WORK ASSIGNMENTS**

The job obligations of any particular faculty member are determined by the needs of the relevant department and discussions involving departmental colleagues and the appropriate academic administrators. Deans will meet with their faculty members to discuss and plan workload for the next academic year. The dean, in turn, works with the provost to finalize a recommended workload plan for the faculty member.

Any year-to-year or term-to-term changes in a faculty member's job assignment will take place in accordance with the procedures represented in this section. Faculty members have recourse in regard to changing their workload at any time through negotiations with their academic dean and the provost.

## **FACULTY CONTRACTS**

The most common faculty contracts at Lindenwood University are 9-month (4-4 course load equivalent based on 3-credit-hour courses) and 12-month contracts (4-4-2 course load equivalent based on 3-credit-hour courses). In conjunction with the faculty performance evaluation process, annual contract recommendations and/or changes are presented to the provost and VP-HR by the dean or Belleville campus provost.

Nine- and ten-month faculty may leave campus at the conclusion of the fall semester once all student grades have been properly submitted. In the spring semester, faculty members should be available for on-campus meetings, events, and other work for two weeks after final semester grades are due, as specified in the contract.

### **Alternative Contract**

For faculty members who request and are granted an alternative contract, the system used to calculate the resultant salary changes is defined below:

- Change from 10 months to 9 months: present salary X .9434 + raise
- Change from 9 months to 12 months: present salary X 1.15 + raise
- Change from 12 months to 9 months: present salary X .8696 + raise
- Change from 10 months to 12 months: present salary X 1.09 + raise

**Example 1:** Employee A currently works a 10-month contract for \$50,000 and merits a 5 percent raise (\$2,500). The employee decided to move to a 9-month contract and the new pay would be  $(50,000 \times .9434) + 2,500 = \$49,670$ .

**Example 2:** Employee B currently works a 10-month contract for \$50,000 and is merits 5 percent raise (\$2,500). The employee decided to move to a 12-month contract, and the new pay would be  $(50,000 \times 1.09) + 2500 = \$57,000$ .

Another form of alternative contract involves those faculty members who request to change from a standard teaching load contract to a reduced teaching load contract. Thus, a faculty member who desires to teach a fewer than the normal number of semester hours would discuss this option with the dean and with the vice president for human resources. For a reduced-teaching-load contract, the salary is calculated with the following formula:

Where Y = New Pay; S = Present Salary; X = Teaching Load Reduction in Semester Hours; Load = Present Teaching Load in Semester Hours. This calculation assumes that teaching-related activities account for 2/3 of professor's time.

**Example 3:** Employee C currently works a 10-month contract for \$50,000 and is entitled to a 5 percent raise (\$2,500). The employee decided to take a 3-credit reduction in teaching, and the new pay would be  $50,000 - [(2/3) (50,000) (3/27)] + 2,500 = \$48,800$ .

### **Online Deployment Policy**

Effective fall 2015, fully deployed faculty teaching an online course will be deployed at 1.0. Full-time faculty teaching an online course will receive a stipend of \$250 per online credit hour. Adjunct instructors will continue to be compensated in accordance with the adjunct pay grade schedule.

Exceptions to the online deployment policy will be made with the approval of the school dean and the provost. The deployment policy will be reviewed every two years by the Deans Council and Faculty Council for further recommendation to the university president.

### **Summer Teaching**

Nine-month faculty members who teach in the summer are awarded supplemental compensation for carrying out summer assignments that they negotiate with their academic deans, subject to VP-HR approval. Twelve-month non-doctoral-program professors teach one or two summer classes, depending on what work agreements they reach with their deans. Doctoral-program faculty members who receive a 12-month agreement teach either no classes or one class during the summer; again, the particular work assignment depends on how they and their dean agree to allocate their professional services during that interval.

### **Salary Ranges**

Faculty salaries are based on several variables—all commonly used in higher education—including academic degrees, academic rank, years of experience (most importantly, university teaching

experience), record of scholarship and other professional accomplishments, market pay scale within the faculty member's discipline, and, in the case of returning faculty members, the extent and merit of service to Lindenwood.

## **RELEASE TIME**

Release time from teaching is granted as a form of adjustment to a faculty member's contractual obligation. The university acknowledges that personal time is often sacrificed to fulfill additional assigned responsibilities and that the faculty member's teaching load, defined in the employment contract, may need to be restructured to allot for such a sacrifice. If release time is granted during the fall/spring semesters, it is expected that the time gained from the release will be used in fulfillment of the assigned responsibility. Scheduling of the release time is to be determined in consultation with the faculty member's dean.

Monetary compensation in lieu of release time may be granted in situations where reduction of course load would not be possible. This alternative would impact payroll and should be discussed with the vice president for human resources. Deans should consult the VP-HR before making these alternative arrangements.

## **TEACHING-LOAD FORMULAS**

The table below summarizes the basic load formulas and shows how alternative services by faculty members create additional release time from teaching. Also below are examples of how the formulas stated above apply to various situations:

**Load Reduction for Faculty Council (FC).** The teaching loads of faculty members serving on the Lindenwood University Faculty Council are reduced by three semester hours each year. Therefore, a faculty member carrying a normal undergraduate teaching load of 24 hours will teach only 21 hours if a member of the council. If a course release is not an option, the member will receive supplemental compensation equivalent to adjunct instructor pay. The chairs of the faculty council also receive supplementary compensation of \$2,500 per semester, fall and spring.

**Load Reduction for Professional Work (PP).** Professional Project credit refers to teaching-load reductions awarded for special professional work assignments or undertakings.

**Load Reduction for Teaching Labs and Studios.** Faculty members in the sciences and performing arts earn twice as much teaching credit as they would normally receive for teaching lab and clinical experiences. For example, a 4-hour biology class would result in five semester hours of credit toward the professor's teaching load assignment. This adjustment duly recognizes that the typical 1-credit lab requires 2.5 contact hours per week from the professor.

**Load Reduction for Additional Dissertation Supervision (DS).** Faculty members who teach in the Lindenwood University EdD program are expected to supervise dissertations as a part of their professional responsibilities, which is one of several reasons that their teaching load is less than half that of the non-doctoral professors. Any faculty member who is supervising more than six dissertations receives an additional three-hour reduction in teaching load. Thus, a full-time doctoral program teacher would drop from 12 to 9 semester hours of teaching when electing to supervise, for example, seven or eight dissertations at any one time, a practice the university would generally discourage. No doctoral-program teacher is permitted to be involved with more than 12 dissertation projects under any circumstances, regardless of teaching load reductions. On the other hand, a faculty member who is

teaching full-time in the doctoral program, supervising seven dissertations, and sitting on the Faculty Council would teach only two classes per year (six semester hours). If the faculty member also edits a professional journal, the teaching load would drop to three hours per year. If a course release is not an option, the faculty member will receive supplemental compensation equivalent to adjunct instructor pay.

**\*\*Note on Teaching Load Reduction Values:** The teaching load reduction values in these tables are not all-inclusive. Rather, they are the most representative numbers based on the university's experience in implementing load adjustments. Professional teaching credit for professional project involvement, for instance, can range from 3 to 12 semester hours, depending on the number and nature of the projects.

## **LOAD FORMULAS FOR PROFESSORS WHO TEACH PART TIME IN THE DOCTORAL PROGRAM**

The table below exhibits various scenarios in which faculty members do part of their teaching in the bachelor's or master's degree programs and another portion in one of our doctoral degree programs: specifically, the case of a professor who teaches three, six, or nine hours in a doctoral curriculum and the rest in our bachelor's or master's programs.

The general load-conversion rule is that a teacher shall receive a three-hour reduction in total instructional hours per academic year for every three hours taught at the doctoral level. As shown in the table, this system logically leads to a regular 12-hour annual load for any faculty member who teaches four three-hour doctoral courses in any academic year, which is exactly the same assignment a full-time doctoral professor assumes. At that point, of course, the faculty member would in fact be a full-time Ed.D. professor. As is clearly specified in the table that follows, faculty members teaching two three-hour classes (a total of six semester hours) in the Ed.D. program have their regular loads reduced to 18 semester hours per academic year to assure quality of work at the more demanding doctoral level. By logical progression, a teaching assignment of three three-hour doctoral classes shrinks the yearly load to just 15 hours. Also, the various reductions factors that applied to full-time faculty members working entirely at the doctoral or sub-doctoral program levels apply to these combination teaching appointments.

## **FACULTY PROFESSIONAL SERVICE OPTIONS**

Lindenwood University considers teaching and mentoring to be the most essential and significant activities of its faculty members. However, we also recognize that faculty talent is multifaceted and our students benefit from—and, indeed, that their complete college education depends upon—various additional professional services provided by their professors.

Alternative duties from our faculty members confer these benefits: (1) They supply the university with specialized services that would otherwise require the engagement of external vendors or the creation of excess personnel positions; (2) they often afford professors and students the opportunity to apply and further develop the skills and concepts of their particular disciplines; (3) they help the university attract and retain students and professors of ability; (4) they further enhance the academic environment and reputation of the university.

## **THE IDEA OF A UNIVERSITY**

Furthermore, we acknowledge that four-year universities typically distinguish themselves from both high schools and junior colleges through the expectation of scholarly activities and projects in the faculty

members' respective disciplines. The differentiating concept is that universities should contribute new knowledge and offer new perspectives in addition to disseminating what is already known and believed. Finally, we support and nurture the scholarship of pedagogy, also known as the scholar-teacher model, defined as an enhancement of the student's higher-learning experience through the merging of scholarly interests and pursuits with classroom teaching. Such value-added faculty endeavors improve higher education by providing a richer learning and developmental context; they draw our students beyond a solely pedantic academia and into the realm of analysis, creative problem-solving, and evaluation.

## **FORMS OF PROFESSIONAL SERVICE**

In addition to the preeminent vocation of collegiate teaching and advising, university faculty members are expected to engage in some combination of the following professional activities:

1. Program development
2. Faculty Council service
3. Department chair duty
4. Teaching in Lindenwood's doctoral program
5. Dissertation supervision
6. Student support and counseling programs
7. Institutional research
8. Journal or book writing and editing
9. Scholarly research
10. Student research program supervision
11. University-to-community programs
12. Service to the academic or professional community
13. Other significant professional projects

If large enough in scope and significance, a commitment to involvement in any of these work areas might qualify for a teaching equivalence allowance – a reduction in the number of classroom teaching hours to enable the faculty member to provide alternative services. In the realm of scholarship initiatives, projects that directly involve students or that are part of graduate-program operations and enhancement will receive priority consideration for a teaching equivalence allowance.

## **EXAMPLES OF TEACHING EQUIVALENCIES**

### **FACULTY SCHOLARSHIP ADVISORY COMMITTEES**

Academic school deans and the Belleville campus provost should establish faculty scholarship advisory committees to provide input concerning the estimated merit of faculty members' teaching-equivalency alternative service in the area of scholarship. Lindenwood faculty members will be engaged in widely varied formats and types of professional endeavors that include (but are not limited to) topical research, creative writing, presentations, and performances. Evaluation of the merit of proposals must allow faculty members the latitude to pursue these different formats. Therefore, acceptable amounts and types of scholarship, creative productivity (i.e., deliverables), or professional services will be proposed within each of the academic schools (due to the inherent differences among the academic areas).

Each faculty scholarship advisory committee will normally consist of one faculty member from each department within a school, but will not exceed seven members. The committee within a school will be

responsible for making recommendations on faculty members wishing to start or continue on alternative-service assignments in their respective schools. A member of the committee being evaluated for continuation on an alternative contract will not participate in the vetting process for the committee member's proposal. The committee will determine whether the proposed work assignment is to be recommended for approval, and the dean will consider that recommendation in formulating the faculty member's annual work assignment. The advisory committee is consultative to the school dean or the Belleville campus provost. Approved scholarship initiatives will be reviewed as part of the annual performance evaluation; the faculty member should provide evidence of scholarship for that review.

## **FACULTY HIRING PROCEDURES**

### **Step 1:**

The school deans or dean of academics recommend faculty appointments to the provost. The provost then reviews the staffing recommendations with the president and VP-HR in the context of the university's mission, the strategic plan, program growth, and budget considerations. A hiring profile and job announcement/advertisement are developed and submitted to the provost by the deans or Belleville campus provost, after collaboration with representative faculty, chairs, and directors, for approved positions. The VP-HR implements the job announcement and associated advertising.

### **Step 2:**

Faculty positions are advertised through the Higher Education Recruitment Consortium, Chronicle of Higher Education, and the LUHR webpage. Specific job postings may be sent to [higheredjobs.com](http://higheredjobs.com), professional organizations, and publications.

Interview committee representation for initial screening through finalist interviews will include the dean or Belleville campus provost, faculty from the school/division/department, and a Faculty Council representative from the hiring school. If a Faculty Council member from the hiring school is unavailable, a Faculty Council delegate from outside the hiring school will be chosen to participate. The selection of this delegate will be decided by the hiring school's dean or the Belleville campus provost and Faculty Council representative or Faculty Council chair. The committee will evaluate each candidate against the hiring profile and will provide feedback to the dean of the school or Belleville campus provost.

Interviews, teaching demonstrations, or research discussions are scheduled with candidates most closely aligned with the hiring profile. Additional opportunities to interact with and observe candidates are at the discretion of the school dean or Belleville campus provost and interview committee. (The cost of dinners with potential faculty candidates will be eligible for reimbursement up to a \$100 limit. Only food and non-alcoholic beverages for the candidate and members of the interview committee will be covered. One faculty member should pay the bill and submit the receipt to the dean for submission to HR.) The dean, Belleville campus provost, or an appointed interview committee member will be responsible for contacting references. After references have been checked and the candidate has been identified as the finalist, the dean and the hiring school's Faculty Council representative will collaborate to determine the recommended faculty rank of the finalist.

### **Step 3:**

The dean will make hiring and rank recommendations to the provost. The provost will present the candidate to the VP-HR with the recommendation of a job offer. Hiring authority rests with the president, acting as the agent of the Board of Directors. The Board of Directors ratifies (but has the right to reverse) the president's decision regarding faculty rank.

## **FACULTY RANK & PROMOTION**

**Approved by the Faculty Council 5/25/2016**

**Approved by the Deans Council 6/7/2016**

Lindenwood University is committed to providing educational experiences that lead to development of the whole person—an educated responsible citizen of the global community. The responsibilities of faculty members in relation to these fundamental commitments will vary and will be specified in their individualized position descriptions.

Candidates for promotion will be evaluated objectively by faculty peers and the faculty members' deans and department chairs for evidence of excellence in teaching, advising, scholarship or creative activity, and university service. Evidence of excellence in each of these responsibilities will be documented in the promotion packet submitted by the faculty member.

### **General Considerations for Assessing Faculty Activity for Promotion**

As faculty members prepare their promotion packet, the following criteria should be addressed in their overview and synopses and with supportive evidence.

**Teaching:** The teaching of students is central to the mission of Lindenwood University. The primary responsibility of faculty members at Lindenwood is in teaching:

Faculty must demonstrate command of their subject matter, continuous growth in the subject field, and the ability to organize material and convey it effectively to students. Other activities that provide evidence of a faculty member's particular commitment to effective teaching include

- Contribution in curricular development
- Innovation in teaching strategies, including the incorporation of new technologies and approaches to learning
- Collaboration with and mentoring of students, including directing research, projects, or internships

**Advising and Mentoring:** Effective advising helps create an environment which fosters student learning and student retention. The formal and informal advising and mentoring of undergraduate and graduate students is an essential component of the broader educational experience at the university. Faculty advising may take the form of assisting students in the selection of courses or careers, serving as faculty advisor with student groups, assisting learners in educational programs both on and off campus, and mentoring students. Evaluation will consider the innovation and creativity of the services and their effectiveness.

**Service:** Faculty service is essential to the university's success in serving its central missions and is a responsibility of all faculty members. Faculty members perform a broad array of services that are vital to supporting and sustaining the quality and effectiveness of the university and its programs (institutional service), vital to their disciplines (professional service and practice), and vital to the community (community service). Faculty members are expected to provide service to the university and its students, clients, and programs as collegial and constructive members of the university and the broader community. Examples include service in faculty governance; in academic and student-support units; in international development; in community and state programs; in mentoring students and student groups; and on department, college, and university committees.

Service to professional organizations contributes to the national and international intellectual communities of which Lindenwood is a part. The part of faculty members' service duties that draw upon their professional expertise and/or are relevant to their assignment may be considered a component of a faculty member's scholarship or creative activity.

Many faculty members make important service contributions to university relations or to the community that are not directly related to their appointments. Though valuable in their own right, and ideally a responsibility of all citizens, these efforts are considered in promotion decisions only to the extent that they contribute to the mission of the university.

**Scholarship/Creative Activities/Research:** All university faculty in the professorial ranks have a responsibility to engage in scholarship and creative activity. The professional educator undertakes research in order to produce scholarly or creative works, to maintain currency in the content of courses taught, and to improve pedagogical techniques. The professional educator sustains professional contact with colleagues and engages in continuing professional activities to upgrade and augment existing skills or develop new ones.

Scholarship and creative activity are understood to be intellectual work whose significance is validated by peers and which is communicated. Scholarship and creative activity derive from many activities, including but not limited to

- Research contributing to a body of knowledge
- Development of new technologies, materials, methods, or educational approaches
- Integration of knowledge or technology leading to new interpretations or applications
- Creation and interpretation in the arts, including the performing arts
- Work on steering committees, funding agency panels, and editorships

**Examples may include**

- Academic journal articles
- Chairing or serving as a discussant on a panel at professional meeting
- Chapters in scholarly books
- Conducting professional workshops, seminars, and field trips
- Conference papers, workshops, and presentations
- Creative literary and artistic works and other creative works
- Creative scholarly activity
- Draft manuscripts
- Edited books and journals
- Funded grant proposals
- Invited or juried exhibits, concerts, performances, presentations, etc.
- Participating in professional meetings, seminars, workshops, field trips, etc.
- Patents
- Published bibliographies
- Professionally published scholarly books
- Proprietary consulting
- Receiving fellowships, grants, and awards
- Refereed electronic publications
- Review essays
- Reviewing manuscripts for journals and publishers; evaluating proposals for granting agencies

- Reviews of candidates' books, performances, etc.
- Scholarly reviews by the candidate of books performances, etc.
- Serving as a professional consultant
- Serving as an officer or member of a board or committee of a national, regional, state, or local professional organization
- Serving on an editorial board of a scholarly journal
- Technical reports
- Textbooks, workbooks, study guides, gallery guides, and other published pedagogical materials

### **Requirements for Rank**

We invite candidates to submit their application for promotion in the cycle following their completion of the requisite number of years. For example, if a candidate for full professor completed five years at the end of the spring semester, the candidate would then apply the following February for promotion in rank. The required number of years must be completed in a full-time position at an accredited institution of higher learning. The most recent year must have been completed at Lindenwood. The requirement of a terminal degree may be the equivalent experience or credentials as determined by the home school, approved by the provost, and recognized by the Office of Human Resources. Incomplete promotion packets will not be considered. Faculty members who have been on a corrective action plan in the last year will not be eligible to apply for promotion.

**A standing Promotion in Rank Committee** will coordinate the annual promotion process. The committee makeup includes a representative from each school's Faculty Scholarship Committee and two members of Faculty Council. The committee will

- Host an annual faculty workshop on the promotion process and provide updates on any changes to the process
- Set the schedule to accommodate potential conflicts with the calendar
- Work with schools and departments to craft specific scholarly benchmarks for the different disciplines for the rank of associate and full professor
- Champion the development of a more seamless process for creating a digital portfolio that maintains confidentiality
- Advise on rank for new hires along with the dean, provost, and VP-HR

### **Full Professor**

**Requirements** for initial appointment to or promotion to this rank are

1. An earned doctorate or terminal degree in the candidate's given field of study or closely related field
2. Distinguished record of full-time teaching experience at the university level for at least seven years
3. Five years full-time teaching experience at the rank of associate professor with the last full year at Lindenwood.
4. Effective leadership and dedication to the mission, values, and goals of Lindenwood University, and evidence of recent noteworthy professional accomplishment and/or institutional service must be demonstrated

**Criteria** to determine promotion to the rank of professor are based on evidence of the candidate's record documenting

1. Distinction in teaching as evident in continuing development and sustained effectiveness, new and innovative teaching methods, curricular development, awards, and recognition
2. Distinction in advising and mentoring students, formally and informally
3. Exemplary institutional and professional service and an appropriate balance between the two.
4. Distinction in scholarship or creative activity, as evidenced by the candidate's recognition and contributions to the field or profession.

### **Associate Professor**

**Requirements** for initial appointment to or promotion to this rank are

1. An earned doctorate or terminal degree in the candidate's given field of study or closely related field
2. At least four years of full-time teaching experience as an assistant professor with the last full year at Lindenwood University
3. Evidence of developing leadership qualities, professional accomplishment, and/or institutional service must be demonstrated

**Criteria** to determine promotion to the rank of associate professor are based on evidence of the candidate's record documenting

1. Demonstrated effectiveness in teaching, advising, and other assigned duties
2. Appropriate balance of institutional and professional service
3. Achievement in scholarship and creative activity that establishes the individual as a significant contributor to the field or profession, with potential for distinction

**Assistant Professor:** Initial appointment or promotion to this rank requires an earned doctorate or terminal degree in the candidate's given field of study or closely related field and demonstrable promise of professional accomplishment as a full-time teacher-scholar.

**Instructor:** This is the entry level for full-time staff members who have at least a master's degree, teach at least 18 deployment hours per year, and carry the full range of responsibilities normally associated with a full-time faculty position. Instructors are accountable to and are awarded the same benefits provided for in the Employee Guidebook, with the exception of the first paragraph on "Contracts and Employment" in the Employment Policies section of the guidebook. Staff instructors are at-will employees and are not afforded the contractual rights of other faculty.

**Visiting Faculty** – Faculty who are offered a temporary or visiting appointment, for example as a replacement for permanent faculty on administrative assignment, are accountable to and are awarded similar, but not exact, benefits provided for full-time faculty in the Employee Guidebook. The first paragraph of Contracts and Employment and subsections IB and IC of the Procedures for Appeal of Faculty Termination and the Non-Renewal sections of the Employee Guidebook do not apply to visiting

faculty. Visiting faculty are at-will employees and are not afforded the contractual rights of permanent faculty. Visiting faculty members are offered an alternative health insurance option. Visiting faculty will otherwise hold a rank appropriate to their education and experience, will normally have an earned doctorate or appropriate terminal degree, and must teach at least 18 semester hours per year.

**Post-Professorial Review:** Faculty at the rank of full professor for at least five years can apply for post-professorial review. The purpose of this review is to encourage and recognize continued growth in teaching, advising, service, and professional development. Post-professorial review can only be granted one time. If denied, applicants can re-apply the following year.

### **Requirements**

1. An earned doctorate or terminal degree in the candidate's given field of study or closely related field
2. Distinguished record of full-time teaching experience at the university level for at least 12 years
3. Five years of full-time teaching experience at the rank of full professor at Lindenwood University
4. Effective leadership and dedication to the mission, values, and goals of Lindenwood University and evidence of recent noteworthy professional accomplishment and/or institutional service must be demonstrated

### **Criteria**

1. Distinction in teaching as evident in continuing development and sustained effectiveness, new and innovative teaching methods, curricular development, awards, and recognition
2. Distinction in advising and mentoring students formally and informally
3. Exemplary institutional and professional service and an appropriate balance between the two
4. Distinction in scholarship or creative activity, as evidenced by the candidate's recognition and contributions to the field or profession
5. Distinction in mentoring and supporting faculty, especially in their department and school/division

### **Procedures for Promotion**

1. It is the candidate's responsibility to send formal notification by email of intent to submit materials to the school dean or Belleville division chair. The dean or division chair will forward the information to the VP-HR (see attached schedule). The VP-HR will confirm the number of years and that the candidate is in good standing.

2. The candidate for promotion will submit to the school dean or Belleville division chair a promotion portfolio containing

- A 2- 3-page overview of the entire period of service to the university, with emphasis on the past three years
- A one-page synopsis for each of the criteria listed for the promotion of rank along with

supporting evidence. The rank of full professor requires four criteria, and the associate professor requires three criteria

- Updated and detailed CV

3. The candidate will request three peer evaluation letters from colleagues who are in a position to comment knowledgeably upon the candidate's performance, including the candidate's department chair. Faculty who are chairs will be reviewed by their deans or division chairs. The candidate has the option to request one letter from outside the school. These peer evaluations are to be sent by colleagues directly to the vice president for human resources, who will share them with the Faculty Council in confidence. Human Resources will update candidates about the receipt of peer evaluation letters as requested.

4. The candidate's school dean or Belleville division chair will add to the candidate's promotion packet the following documentation and forward the material to the VP-HR:

- A statement or letter by the dean or division chair regarding the candidate's promotion
- A completed and signed form for Request for Promotion in Rank (located on faculty portal)

5. HR will add to the portfolio the candidate's student evaluations from the last calendar year.

6. The Faculty Council will give full deliberation to the appropriateness of each recommendation. Confidentiality will be maintained for all information in the promotion portfolio.

7. Once the Faculty Council has concluded deliberations, it will submit all recommendations to the system provost (St. Charles) or campus provost (Belleville).

8. The system provost or campus provost will present the recommendations to the Deans' Council.

9. Faculty Council will email candidates on the status of their promotion request, whether they have been recommended to the president or not.

10. The provost will present recommendations to the president, who will submit recommendations on candidates for faculty promotion to the Board of Directors through the board's Mission and Purpose Committee, and the board will ratify or modify the president's recommendations. Formal notification of the granting promotion will be made by the president to the provost prior to June 30.

**Appeals Process:** Candidates who were denied promotion can apply the following year. If a candidate wishes to appeal, the candidate has two weeks from the notification date to request the provost or Belleville campus provost to review the promotion portfolio. The system provost or campus provost will make a decision and inform the candidate and the Promotion in Rank Committee within two weeks of the request.

**Timeline for Faculty Promotion in Rank (*Dates are subject to change each year*)**

<b>Due Date</b>	<b>Item</b>	<b>Where/Who</b>
<b>Third week in February</b>	Formal notification by email of intent to apply for promotion due, submitted by faculty member to dean	Dean of school/division chair who will forward it to VP-HR
<b>Fourth week in February</b>	Candidate requests peer evaluations from colleagues to be sent directly to VP-HR	VP-HR via candidate
<b>Third week in March</b>	Promotion packet due to dean, who will add a statement concerning the candidate and sign the Request for Promotion in Rank form	Dean of school/division chair
<b>Fourth week in March</b>	Promotion packet due to VP-HR. HR will add student evaluation	VP-HR
<b>First week in April</b>	Review of promotion packets by Faculty Council	Electronic portfolios created by VP-HR (SC) or campus provost (BV) for Faculty Council members to review
<b>First week in April</b>	Faculty Council deliberations	Faculty Council
<b>First week in April</b>	Faculty Council sends recommendations to provost	Recommendations to provost
<b>Second week in April</b>	Faculty Council informs candidates of recommendation by email	Faculty Council
<b>Mid-April</b>	Provost submits candidates to president	Provost
<b>Mid-April</b>	Provost presents recommendations to deans	

**EMERITI**

**Emeritus Status**

**Criteria and Process**

The lifetime title of emeritus is an honor, designating special retired faculty, or academic administrative staff members with faculty rank, as having demonstrated a distinguished professional career and as having made significant contributions to Lindenwood University over the last 15 years of service.

## Criteria

Nominees must provide an outline of meritorious service to the academic mission of Lindenwood that speaks to the following areas:

1. Be in good standing at time of retirement as determined by the vice president for human resources
2. Achieved the academic rank of full professor
3. Nominated for teaching/scholarship awards
4. Contributed to teaching—a documented record of exceptional teaching performance which includes
  - a. Strong student evaluations
  - b. Evidence that demonstrates innovation in teaching strategies, including the incorporation of new technologies and approaches to learning that reflect the evolution of the discipline's scholarship
5. Contributed to student success through mentoring and advising—a documented record of supporting student success outside the classroom which includes:
  - a. Demonstrated effectiveness of advising and mentoring of students
  - b. Projects, programs and other innovations developed to support students
  - c. Active participation in projects, programs, and other innovations that support students
6. Contributed to the department or school—a documented record of extraordinary support which includes
  - a. Service to the department organizing initiatives to support student learning and experiences
  - b. Demonstrated leadership encouraging innovative initiatives that incorporate new knowledge and best practices in curricular development
  - c. Specific successful contributions that support and strengthen the department or school in areas of scholarship, recruitment efforts, and/or retention
7. Contributed to the university—a documented record of outstanding service to the university which includes
  - a. Evidence of innovative leadership through university-wide committees and initiatives
  - b. Providing professional expertise that contributes to the university mission and relationships
8. Contributed to the field—demonstrated commitment to a field of study through life-long learning and scholarship
  - a. Participated in regional and national professional organizations along with community groups
  - b. Contributions to the field through leadership, scholarship, and/or mentoring student research

## Process

1. A letter of nomination is drafted by a sponsoring member of the home department, signed by both the sponsor and the nominated faculty member. This nomination must be announced to all faculty members in the department. The following documentation must be attached to this letter:
  - a. A statement indicating how this nominee has met the criteria for this honor. It must include any examples, testimonials, artifacts, etc., that verify meritorious achievement of the criteria.
  - b. A letter of support/reservation by the dean of the home department explaining their reasons for either position

- c. Additional letters of support/reservation by any faculty member of the home department. Letters outside the home department can be added. These letters must be signed but may be submitted in confidence directly to the chair of the Faculty Council no later than Feb. 15.
2. All above information, except those individual letters sent directly to the chair, is forwarded confidentially to a Faculty Council representative for the home department no later than Feb. 15.
  3. At this time, all information will be forwarded to the vice president for human resources to be compiled for review by all Faculty Council members. The faculty council must vote in favor or denial of each nomination no later than Feb. 25. The Faculty Council chair will inform, in writing, any nominee(s) who have been denied and the nominee's sponsoring faculty member.
  4. All above information, including the Faculty Council votes, must be forwarded in confidence to the provost no later than March 1.
  5. A final determination must be made by the vice president for human resources, provost, and president in a timely manner. Any nominees supported by the Faculty Council but denied by the Executive Office must be reported to the chair of the Faculty Council, along with the reasons for the denial. The chair of the Faculty Council may request a hearing with the president if the council chooses to do so.

#### **Rights and Privileges for Emeriti**

- Maintain a Lindenwood email address
- Maintain a desk on campus, if space is available
- Receive publications sent to full-time faculty members
- Attend full faculty meetings
- Participate in graduation ceremonies with a place in the VIP seating area
- Attend Lindenwood events on the same basis as full-time faculty members
- Receive the same lunch privileges as granted full-time faculty members
- Ability to offer a Faculty Scholarship to an incoming Lindenwood student

## **CRITERIA FOR EVALUATION OF FACULTY PERFORMANCE**

For the purpose of supporting and sustaining a culture of continuous professional improvement, Lindenwood University faculty participate in a formative, evidence-based performance evaluation process that is aligned to the Mission of the university.

### **Standard I: Teaching and Learning**

Lindenwood Mission: Academic professionals are teachers committed to

- focusing on the talents, interests, and future of the student.
- developing adaptive thinking and problem-solving skills.
- furthering lifelong learning.
- promoting ethical lifestyles.

### ***Performance Indicator 1—Student Learning***

The professor/instructor helps students to

- achieve rigorous learning intentions (e.g., course objectives, SLOs, leadership skills, or research methodologies).
- develop adaptive thinking and problem-solving skills.

- become independent learners.

**Performance Indicator 2—Teacher Learning**

Based on evidence of impact, the professor/instructor

- undertakes and monitors initiatives to improve student learning.

**Performance Indicator 3—Student Focus**

The professor/instructor

- focuses on the talents, interests, and future of the student beyond the classroom.

**Standard II: Shared Responsibility**

Lindenwood Mission: Academic professionals are dedicated stakeholders committed to

- providing an integrative liberal arts curriculum.
- offering professional and pre-professional degree programs.

**Performance Indicator 4—Shared Responsibility**

The professor/instructor is committed to

- shared responsibility within the department, school/division, and university.

**Standard III: Subject Matter Expertise**

Lindenwood Mission: Academic professionals are experts in their field(s) of study committed to

- academic freedom and the unrestricted search for truth.
- furthering lifelong learning.

**Performance Indicator 5—Subject Matter Expertise**

The professor/instructor

- undertakes and monitors initiatives to advance subject-matter expertise.

**Performance Indicator 6—Improvement Goals**

The professor/instructor

- establishes and monitors improvement goals as agreed.

This applies to all instructors hired after July 1, 2014, and is not retroactive.

**TERMINAL DEGREES FOR SUBJECT AREAS TAUGHT AT LINDENWOOD**

SUBJECT TO BE TAUGHT	TERMINAL DEGREE	COMMENTS
ACCOUNTING	PhD or DBA in Accounting	
ADVERTISING/PR: CORP COMM	PhD in Advertising, Public Relations or Corporate Communications	
	MFA in Advertising, Public Relations or Corporate Communications	
ANTHROPOLOGY	PhD in Anthropology	
	PhD in Archaeology	
ART HISTORY	PhD in Art History	
	PhD in American Studies with 18 graduate hours in Art History	

	MFA in Studio Art with 18 graduate hours in Art History	
<b>ATHLETIC TRAINING</b>	PhD in Sports Medicine	
	PhD in Physiology/Kinesiology/Biomechanics	
	DPT in Physical Therapy	
	MD or DO with certification and licensing in Athletic Training	
<b>BIOLOGY</b>	PhD in Biology or Biological Sciences	
	PhD in Immunology	
	PhD in Cell Biology	
	PhD in Biochemistry	
	PhD in Physiology	
	PhD in Mammalogy, Herpetology, or Zoology	
	PhD in Botany, Plant Physiology, or Plant Pathology	
	PhD in Entomology	
	MD	
	Doctorate of Chiropractic	
<b>CHEMISTRY</b>	PhD in Chemistry	
	PhD in Biochemistry	
<b>COMPOSITION/RHETORIC</b>	PhD in English with a concentration in Comp/Rhet	
<b>COMPUTER SCIENCE</b>	PhD in Computer Science	
	PhD in Computer Engineering	
<b>CRIMINAL JUSTICE</b>	PhD in Criminology	
	PhD in Sociology	
	PhD in Psychology	
	JD, Criminal Law	
<b>DANCE</b>	MFA in Dance	
<b>DIGITAL CINEMA ARTS</b>	MFA in Film and Electronic Media	
	MFA in Digital Cinema Arts	
	MA in Media Communications	
<b>EARTH SCIENCES</b>	PhD in Geophysics	
	PhD in Geology	
	PhD in Astronomy	
	PhD in Hydrology	
<b>ECONOMICS</b>	PhD or DBA in Economics	
<b>ENGLISH LITERATURE</b>	PhD in English	
	MFA in Creative Writing	
	PhD in American Studies, with a focus in Literature	Sometimes called American Culture
	PhD in Comparative Literature, with a focus in a English	
<b>ENTREPRENEURIAL STUDIES</b>	PhD or DBA in Entrepreneurship	
	PhD or DBA in Management	

	PhD or DBA in Finance	
	PhD or DBA in Marketing	
	PhD or DBA in Economics	
	PhD or DBA in Communications	
	PhD or DBA in Accounting	
<b>EXERCISE SCIENCE</b>	PhD in Exercise Science or Exercise Physiology	
	PhD in Human Performance or Kinesiology	
<b>FASHION DESIGN</b>	MA or MFA in Fashion Design	
	PhD in Fashion Business or Fashion Marketing	
<b>FINANCE</b>	PhD or DBA in Finance	
<b>FOREIGN LANGUAGE</b>	PhD in a Foreign Language	
	PhD in Second Language Acquisition or Second Language Studies	Sometimes called Bilingualism and Second Language Acquisition, or Educational Linguistics
	PhD in Comparative Literature, with a focus in a foreign language	
<b>GAME DESIGN</b>	MA or MFA in Graphic Design	
	MA in Media Communications	
	MA in Communications	
	MS in Integrated Marketing Communications	
	MFA in Graphic Design and Computer Art	
	MS in Game Production and Management	
	PhD, EdD, MFA or EdS in Educational Technology with 18 graduate hours in technology	
<b>GEOGRAPHY</b>	PhD in Geography	
	PhD in International Relations	Sometimes called International Studies
	PhD in Geographic Information Systems	
	PhD in Meteorology	for Physical Geography
	PhD in Geology	for Physical Geography
	PhD in Atmospheric Sciences	for Physical Geography
<b>GRAPHIC DESIGN</b>	MA or MFA in Graphic Design	
<b>HISTORICAL STUDIES</b>	PhD in History	Sometimes called Historical Studies
	PhD in American Studies, with a focus in History	Sometimes called American Culture
	PhD in Political Science	
<b>HUMAN RESOURCES</b>	PhD or DBA in Human Resources	
	PhD or DBA in Management	
	PhD in Organizational Psychology	

	Juris Doctorate	
<b>INTERACTIVE MEDIA &amp; WEB DESIGN</b>	MA or MFA in Graphic Design	
	MA in Media Communications	
	MA in Communications	
	MS in Integrated Marketing Communications	
	MFA in Graphic Design and Computer Art	
	MS in Game Production and Management	
	PhD, EdD, MFA or EdS in Educational Technology with 18 graduate hours in technology	
<b>INTERNATIONAL BUSINESS</b>	PhD or DBA in International Business	
	PhD or DBA in Management	
	PhD or DBA in Finance	
	PhD or DBA in Marketing	
	PhD or DBA in Economics	
	PhD or DBA in Communications	
	PhD or DBA in Accounting	
	Juris Doctorate	
<b>INT'L RELATIONS/POLICAL SCIENCE</b>	PhD, International Relations	Sometimes called International Studies
	PhD, Political Science	
	PhD, History	
	PhD, Economics	
	Juris Doctorate	Specializing in International Law
<b>JOURNALISM</b>	PhD in Journalism	
	MFA in Journalism or related	
<b>MANAGEMENT</b>	PhD or DBA in Management	
<b>MARKETING</b>	PhD in Marketing	
	PhD in Communications	
<b>MASS COMMUNICATIONS</b>	PhD in Communications	
	MFA in Communications	
	MA in Media Communications	
<b>MATHEMATICS</b>	PhD in Mathematics	
	PhD in Statistics	
	PhD in Computer Science	
<b>MUSIC</b>	DA, DM, DMA or PhD in Music Performance	
	DA, DM, DMA or PhD in Musicology	
	DA, DM, DMA or PhD in Music Theory	
	DA, DM, DMA or PhD in Music Composition	
	DA, DM, DMA or PhD in Music Education	

<b>NON-PROFIT ADMINISTRATION</b>	PhD or DBA in Public Administration	
	PhD or DBA in Management	
	PhD or DBA in Finance	
	PhD or DBA in Marketing	
	PhD or DBA in Economics	
	PhD or DBA in Communications	
	PhD or DBA in Accounting	
	Juris Doctorate	
<b>NURSING</b>	PhD in Nursing	
<b>PARAMEDICINE</b>	MS in Paramedicine	
	MS in Paramedic Science or Technology	
	MS in Emergency Medical Services*	
	MS in Safety, Security, and Emergency Management*	
	MS in Fire Science or Administration*	
	PhD in Nursing with expertise in emergency medicine	
	MD or DO with expertise in emergency medicine	
	*Must have a paramedic license	
<b>PHILOSOPHY</b>	PhD in Philosophy	
	DPhil in Philosophy	
<b>PHYSICAL EDUCATION/HEALTH ED</b>	PhD or EdD in Physical/Health Education	
	PhD EdD in Kinesiology	
<b>PHYSICS</b>	PhD in Physics	
	PhD in Engineering	
<b>PSYCHOLOGY</b>	PhD in Psychology	
	PsyD	
<b>PUBLIC HEALTH</b>	PhD in Public Health	
	DrPH	
	MD or DO with Public Health expertise	
	PhD in Nursing with Public Health expertise	
<b>RECREATION ADMINISTRATION</b>	PhD in Parks, Recreation and Tourism	
	PhD in Recreation Administration	
	PhD or EdD in Sport Management	
	PhD or EdD in Physical Education with expertise in Recreation	
<b>RELIGION</b>	PhD in Religion	Various sub-disciplines
	DPhil in Religion	Various sub-disciplines
	ThD in Religion	Various sub-disciplines
	PhD in Theology	Various sub-disciplines
<b>SOCIOLOGY</b>	PhD in Sociology	
<b>SPORT MANAGEMENT</b>	PhD or DBA in Sport Management	
	PhD or DBA in Management	

	PhD or DBA in Finance
	PhD or DBA in Marketing
	PhD or DBA in Economics
	PhD or DBA in Communications
	PhD or DBA in Sport Management
	Juris Doctorate
<b>STUDIO ART</b>	MA or MFA in Studio Art
	MA or MFA in Digital Art
<b>THEATRE</b>	MFA in Theatre

## GRADUATE FACULTY CREDENTIALS POLICY

### Purpose of the Policy

Lindenwood University employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, Lindenwood University gives primary consideration to the highest degree earned in the discipline. The university will only recognize degrees awarded by regionally accredited schools in the United States or are officially evaluated by AACRAO International Education Services (IES) and recognized to award degrees in the respective country. The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and learning outcomes. (SACS/College Delegate Assembly, December 2006)

Lindenwood also maintains compliance with HLC requirements for faculty credentialing. The HLC policy may be found at <https://www.hlcommission.org/Document-Library/determining-qualified-faculty.html>.

## INSTRUCTOR QUALIFICATIONS GUIDELINES\*

Highest Degree Earned	Instructor Credentials	Bachelor's Fully Transferable Courses	Bachelor's Professional or Technical Courses	Master's Professional or Technical Courses	Ed. Specialist & EdD Courses
Terminal degree	In-field terminal degree	Yes	Yes	Yes	Yes <sup>2</sup>
Terminal degree	Out-of-field terminal degree with in-field Master's degree or 18 in-field graduate credit hours	Yes	Yes	Yes	Yes with Tested Experience <sup>1,2</sup>
Terminal degree	Out-of-field terminal degree	No	Yes	Yes with Tested Experience <sup>1</sup>	Yes with Tested Experience <sup>1,2</sup>
Master's degree	In-field Master's with verified plan for completion of terminal degree within one year	Yes	Yes	Yes	No

Master's degree	In-field Master's Degree or out-of-field Master's degree with 18 in-field graduate credit hours	Yes	Yes	Yes with Tested Experience <sup>1</sup>	No
Master's degree	Related-field Master's degree	No	Yes	Yes with Tested Experience <sup>1</sup>	No
Bachelor's degree	In-field Bachelor's degree with 18 in-field graduate credit hours	Yes?	Yes	No	No
Bachelor's degree	In-field Bachelor's degree with verified plan for completion of in-field master's degree	Yes	Yes	No	No
Bachelor's degree	In-field Bachelor's degree	No	Yes with Tested Experience <sup>1</sup>	No	No

\*Qualifications of each instructor are detailed at the time of hire using the Instructor Qualifications Checklist.

<sup>1</sup>Tested experience should support the learning outcomes of the course(s) to be taught to insure the instructor is fully prepared to teach the subject. Third party validation, such as a current or active certification or license, is the best form of tested experience. A record of scholarship or professional accomplishment in the field can serve as tested experience in some cases.

<sup>2</sup>This instructor would also possess a record of scholarship/achievement appropriate for the graduate program.

## COMPENSATION AND BENEFITS

### GENERAL CATEGORIES OF EMPLOYMENT

#### Exempt Status

As noted in Section 2 of this guidebook, faculty and instructors are exempt from the Fair Labor Standards Act's overtime and minimum salary requirements. As such, faculty instructors will receive a salary, which is intended to provide compensation for all hours worked for the university.

### EMPLOYMENT STATUS

#### 1) Full-Time Twelve-Month Faculty

Employees in this category are scheduled to work 12 months per year and carry the equivalent of a full-time load (4-4-2 or 30 total credit hours). Full-time employees are eligible for benefits after eligibility waiting periods are met.

#### 2) Full-Time Nine-Month Faculty

Employees in this category are scheduled to work nine months per year and carry the equivalent of a full-time load (4-4 or 24 total credit hours). Full-time nine-month faculty are eligible for all benefits after

eligibility waiting periods are met, afforded FT 12-month faculty with the exception of paid vacation and holidays.

### **2) Full-Time Ten-Month Faculty**

New 10-month contracts are not being offered to incoming faculty or current faculty with nine- or twelve-month contracts. However, faculty currently holding a 10-month full-time contract work nine months per year and carry the equivalent of a full-time load (4-4 or 24 total credit hours). Ten-month faculty also arrange with their deans 20 days of work during the summer months. Full-time 10-month faculty are eligible for all benefits, after eligibility waiting periods are met, afforded full-time 12-month faculty with the exception of paid vacation and holidays.

### **3) Part-Time Faculty**

Employees in this category are not eligible for benefits, unless otherwise designated.

## **PROPOSALS FOR COURSES, PROGRAMS, AND DEGREES**

Minor changes in program requirements and course descriptions, including offering frequency, prerequisites, and course requirements, will be approved within each individual school. Changes affecting courses that are requirements or electives in programs in other schools must be sent to the relevant department chair or program director for prior approval. School-approved proposals will then go the provost for final approval and inclusion in the catalog(s). Proposals for new courses, minors, or degree programs or for the elimination of courses, minors, or degree programs must be approved by both the deans and faculty councils.

The forms needed to initiate these proposals can be found on the Faculty and Staff Portal in the Forms and Handbooks folder under the Academic Services section. For more information, consult the university's Academic Initiatives Statement, also located on the Faculty and Staff Portal.

## **FACULTY GOVERNANCE AND DEVELOPMENT**

### **FACULTY COUNCIL**

The president has administrative authority over the university, such authority sustained and qualified by collegial support as represented in the faculty's position of shared responsibility (see Decision-Making Process). This responsibility is represented in the Faculty Council on each campus. Faculty Council members can serve two consecutive two-year terms for a total of four years, after which they must take a year off before serving again.

The principal responsibilities of the Lindenwood Faculty Council are to (1) evaluate and make recommendations on faculty personnel matters (including faculty candidates, promotions, initial ranks, and recognitions), (2) evaluate faculty personnel policies and procedures and recommend periodic revisions and improvements in those areas, (3) define and promote scholarly activities, (4) review and recommend policies and/or actions appropriate to address issues of concern submitted by faculty members, faculty committees, or the administration, (5) participate in the review and planning of university-wide initiatives, and (6) conduct reviews and make recommendations to the administration in cases of faculty grievances, terminations, and appeals. The Faculty Council is the faculty personnel committee, vested by the faculty members to represent them in discussions with the administration regarding the formulation of human resources policy and practices.

In addition, Faculty Council represents the faculty in regard to review, evaluation, and adoption of academic policies and procedures, including general education structure and advancement. The Faculty Council plans, calls, and runs all general faculty meetings and regularly scheduled general faculty workshops. The provost, Belleville campus provost, and VP-HR have faculty rank and regularly participate in Faculty Council meetings ex officio.

## **FACULTY MEETINGS DEFINITION**

Lindenwood University's Faculty Council conducts regular faculty meetings throughout the year. These meetings occur two to three times per semester on different days and at different times to ensure that all faculty members have an opportunity to attend meetings regardless of their class schedules. Full-time faculty members, deans, administrators, and adjunct instructors are welcome to attend.

The meetings often begin with an address from the president or provost, followed by informative presentations from interested parties across campus. As necessary, individuals from outside of the Lindenwood community are invited to speak on issues relevant to the campus. Although voting on issues primarily resides with the Faculty Council as representatives of each school, some issues are brought to vote during the faculty meeting.

At the conclusion of the meeting, the faculty moves into executive session. During this portion of the meeting, all academic administrators leave the room, after which the Faculty Council provides a status report on current issues being addressed by the council and addresses questions and concerns offered by the faculty members, either stated verbally or submitted in writing. Minutes are taken for both the Faculty Meeting and the Executive Session. To maintain anonymity in the executive session, only the names of Faculty Council members are included.

Issues and concerns that are brought to the attention of the Faculty Council in either written or verbal form are considered by the council for addition to a faculty concerns list. This list is utilized throughout the year to ensure that the concerns of the faculty are being addressed by its elected council members. After the issues are discussed within the Faculty Council, they may be assigned to a subcommittee, researched, and/or voted on. Results of communication with faculty members regarding the status of each item will be reported by the school representative during the subsequent faculty meeting.

## **DEANS COUNCIL DEFINITION**

The Deans Council supports the Lindenwood University mission by ensuring commitment to academic quality and rigor and promoting the development of institutional policies that are sound, fair, and effective. The council participates in the approval process for all decisions related to academic programs and policies, including creation of new majors and courses. The council also initiates and develops proposals and participates in the approval process for new policies and policy revisions when requested by individual faculty members or committees. Voting members of the council include the dean of each academic school, the Belleville campus provost, the associate vice-president for Student and Academic Support Services, the vice president for institutional research and assessment, and the dean of Academic Services. Ex officio members include the provost, the associate provost, and the VP-HR.

## **ACADEMIC COMMITTEES**

An important faculty role is played on committees that build on unifying principles and significantly impact academic decisions and directions for the future. University standing committees exist for the purpose of addressing long-term interests or concerns. Members of standing committees typically serve

one- or two-year terms and are elected to represent their school or BV-division. The provost reviews committee membership results. The Faculty Committee Handbook contains detailed descriptions of the following committees:

**Academic Standards & Practices Committee (ASPC)**

The principal responsibility of the Academic Standards & Practices Committee is to provide advice and counsel to the university's faculty and administration on matters related to adherence to the stated academic standards of the university. Further, the committee reviews and audits the procedures being used to ensure quality as well as the results of those procedures and provides recommendations and solutions to the provost for particular cases in which interpretation of academic policy is needed. The ASPC complements the Educational Policies Committee (EPC) by monitoring and ensuring implementation of the academic quality guidelines formulated by the EPC and suggesting changes in academic policy and practices to the EPC.

**Assessment Committee**

The principal responsibility of the Assessment Committee is to give guidance to the university assessment officers in the conduct of the assessment program. It also acts as a forum for the discussion of university assessment issues.

**Council on Teacher Education (CTE)**

The principal responsibility of the Council of Teacher Education is to review the assessment benchmarks of teacher education candidates to ensure that candidates have the knowledge, skills, and disposition to work as professional educators in schools.

**Educational Policies Committee (EPC)**

The principal responsibility of the Educational Policies Committee is to review, formulate, and propose academic policies and educational goals of the university. The committee works to create consistent policy, increase academic integrity, standardize the curriculum, and assist in developing smooth administration of University policy and curriculum.

**General Education Committee**

The principal responsibility of the General Education Committee is to maintain consistency of course requirements that lead to a well-rounded liberal arts education. The members of the GE committee will monitor the implementation and integrity of the general education program.

**Faculty and Student Scholarship Committee**

The Faculty and Student Scholarship committee (FSSC) exists to support, advocate for, and address issues related to scholarship, research, and scholarly activities among undergraduates, graduate students, and faculty members at the university.

**Institutional Review Board (IRB)**

The principal responsibility of the Institutional Review Board is to protect the safety, privacy, and rights of human subjects recruited to participate in research performed by students, faculty, and staff at Lindenwood University.

**Speaker Series Committee**

The goal of the Speaker Series Committee is to bring accomplished and knowledgeable individuals to Lindenwood so that our students and faculty and the surrounding community can be exposed to a broad

range of topics and events. By doing so, the committee hopes to impact those who choose to participate in a way that will encourage them to achieve academic excellence and become better citizens.

### **Student Engagement and Retention Committee (SERC)**

The primary responsibility of the Student Engagement and Retention Committee is to promote the engagement of traditional residential and commuter day students in ways that support retention and persistence to graduation.

### **Study Abroad Committee (SAC)**

The primary responsibility of the Study Abroad Committee is to promote study abroad among the faculty and students and help faculty to set up study abroad opportunities while maintaining the academic integrity of study abroad programs offered at Lindenwood University.

### **Information Technology Committee**

The Information Technology Committee's purpose is to support the efforts of university constituents in meeting goals of the Lindenwood IT Strategic Plan, encourage ideas and participation in technology adoption, develop technology policies, and support high IT service standards. The committee also serves as a conduit for faculty, staff, and students to suggest technology-related ideas that will enhance or improve the teaching, learning, or campus experience. For more information, consult the Lindenwood Faculty Committee Handbook, which is available on the Faculty and Staff Portal.

## **UNIVERSITY AND FACULTY TASK FORCES**

When needed, task forces are created to discuss and recommend policy; task forces are disbanded when their assignments are complete.

## **FACULTY DEVELOPMENT**

Lindenwood is committed to the full and continual professional development of faculty members as detailed in the Lindenwood Policy on Professional Development. In particular, we believe that as members of a teaching institution, the faculty should actively engage in scholarship as described by the 1990 Carnegie Foundation Report, "Scholarship Reconsidered," found at <http://www.umces.edu/sites/default/files/al/pdfs/BoyerScholarshipReconsidered.pdf>.

## **FACULTY GRANTS FOR PROFESSIONAL DEVELOPMENT**

Faculty development is strongly encouraged through participation at events, to include but not limited to conferences, seminars, exhibitions, concerts, and performances. Reimbursement for expenses is one part of Lindenwood's commitment to faculty members gaining and sharing knowledge. Application procedures for Professional Development support may be found in Section 3 above.

Coverage of classes for professors attending conferences is paramount. A plan for coverage of classes to be missed should be a focal point of the request. In addition, faculty members should be prepared to share information gained at conferences with other faculty members upon request. Also, please be aware that approval of a travel grant does not mean that a related research project will be approved by the IRB or approved in time for travel, so IRB applications should be filed early.

Students may apply for a Lindenwood Student Scholars Travel Grant, which provides student recipients with conference travel funds for the purpose of delivering a paper or other scholarly work, presenting a poster, serving as a moderator or invited discussant in a scholarly panel, or exhibiting one's artistic

productions that have been explicitly invited or accepted by the organizers of the event. The Student Scholars Travel Grant form can be downloaded from the Faculty and Staff Portal in the Forms and Handbooks folder in the Process Forms section.

## **CLASS SPEAKER GUIDELINES**

When the use of outside speakers is desired for classes taught at Lindenwood University, the following guidelines should be followed.

### **Recurring Use of Outside Speakers**

If the use of a speaker is to be a recurring part of the teaching of a particular class, the instructor should make this fact known to the dean or Belleville division chair with an estimated expenditure requirement (if applicable). This expenditure should then be added to the course in the form of a course fee and added to the course catalog.

### **Serendipitous Use of Outside Speakers**

In some instances, a speaker may be available on short notice and the use of the speaker would greatly enhance the learning environment for our students. Many speakers will speak without charging Lindenwood. If a fee is charged or some sort of honorarium is desired, the instructor should inform his/her dean of the circumstances. Typically, the honorarium should be approximately \$50 and may be in the form of an actual payment, lunch with the instructor, or even Lindenwood-branded merchandise. Commitments should not be made to the guest speaker until the Dean/Belleville division chair and provost approval is obtained.

### **Use of Speakers Who May Benefit More Than Just Those Students Enrolled in a Single Course**

If the guest speaker is speaking on a topic that may be of interest to more than just those students enrolled in the course and the meeting time and venue can accommodate more than just the class members, funds may be requested from the Lindenwood Speaker Series committee. This scenario also requires sufficient time to be able to publicize such an event and to reserve an appropriate venue. Prior to contacting the Speaker Series Committee, an instructor should discuss the opportunity and plan with the dean.

### **Process for Receiving Honorarium for Speakers**

A check request should be prepared to receive honorarium funds for the speaker. The request requires approval from dean/Belleville campus provost and provost. It will then be forwarded to the VP or AVP for operations and finance for final approval. A copy of the prior approval for the speaker and W-9 for the speaker should be attached to the check request. These steps should be completed as soon as possible to allow for sufficient time to process the check request.

## **PROFESSIONAL RESPONSIBILITIES**

Engagement in the life of the university and the well-being of students should be the primary focus of all faculty. During the academic year, nine- and ten-month faculty members are expected to teach their classes, provide sufficient office hours to meet student needs, and participate fully in department, school, and university meetings and activities.

## **CANVAS MINIMUM USE STANDARDS**

All faculty members are expected to use the university's designated learning management system, Canvas. Canvas offers a wide variety of features that faculty are encouraged to use for the benefit of their students, beyond the minimum standards for use as required below:

1. In the Syllabus Description Field, (a) enter instructor contact information, including office hours when applicable, and (b) post a link to the uploaded .pdf syllabus file. The required school syllabus template should be used when applicable.
2. Post all assignments and assessments so they appear in the course calendar.
3. Maintain an active Canvas Gradebook throughout the term.
4. Upload non-copyrighted documents that all students enrolled in the course should have access to, which may or may not include all instructional materials, such as study guides, rubrics, reading lists, etc.

## **TEXTBOOK ORDERING**

Books for classroom use will be ordered through Barnes & Noble unless otherwise approved. Deans and Belleville division chairs are responsible for ensuring that faculty have submitted book orders by the date specified by the provost. **(See policy on royalty donation on page 31.)**

## **TEXTBOOK FUND FOR STUDENTS**

Instructors who become aware of students who are in severe financial need and cannot afford to purchase required textbooks should refer them to the associate vice president for Student and Academic Support Services, who will determine whether the student qualifies for help from the Textbook Fund.

## **SYLLABUS PREPARATION**

Every course must have a complete, thorough, and accurate syllabus, which must be made available to students and submitted, in electronic format, to the school dean or Belleville division chair. The more thorough the syllabus, the less likely students will be to misunderstand or misinterpret the professor's expectations. At a minimum, a syllabus must include contact information and office hours, a course description, required books and materials, grading parameters for the course, including a list of assignments with due dates and point values or percentage of total points, learning outcomes for the course, and university policy statements. Professors should be as explicit as possible about expectations and policies regarding attendance, late work, assignments, and any other matters affecting grades. These documents must include required syllabus components, which are outlined in the Academic Syllabus Components section of the Forms and Handbooks folder on the Faculty and Staff Portal.

## **FACULTY SCHOLARSHIP LEAVE**

### **Faculty Qualifications for Scholarship Leave**

- Applicant must have completed at least three years of service as a full-time faculty member at Lindenwood University before the start of the proposed leave period.
- Applicant must be in good standing with regard to performance (not on a CAP).
- Applicant must not have taken scholarship leave in the preceding five years.

*Opportunities that arise outside of the parameters specified here should be reviewed with the provost before initiating an approval request.*

### **Procedure for requesting Scholarship Leave**

The proposal may not be submitted to the granting agency until the Lindenwood review process has been completed and all required approvals have been obtained.

- The faculty member will submit a summary of the scholarship proposal and the request form to the school's FSAC and the school dean/campus provost at least 30 days prior to the granting

agency's application deadline. If the review period will take place during summer or includes campus holidays, the submitting faculty member must allow extra time for review.

- The FSAC will review the proposal for scholarly merit and relation to the academic mission of the department, while the dean/campus provost reviews the proposal with the department/division chair for potential impacts on course scheduling, advising loads, committee assignments, and other department needs.
- If the FSAC recommends the proposal and the dean/campus provost has a plan to cover the faculty member's absence, the dean/campus provost will submit the application package to the system provost, who will evaluate the financial impact on the university to determine feasibility and will confer with the VP-HR on salary and benefits issues.
- Final arrangements for the leave request will be confirmed at a meeting of the applicant, the school dean/campus provost, the system provost, and the VP-HR.

Within the first term after returning to campus from scholarly leave, the faculty member will submit a report to the FSAC, school dean/campus provost, and system provost on the results of the project and give at least one campus-wide presentation on the topic.

7/2016 Approved by FC/DC

## **FACULTY STUDY ABROAD REIMBURSEMENT FOR EMERGENCY PHONE USAGE**

Faculty who teach study abroad courses must have phone access (in country and within the United States) when abroad. Lindenwood University will reimburse faculty members up to \$50 for their standard phone expenses. However, should a true emergency occur and expenses exceed \$50, then the university will reimburse the full expense of the additional costs incurred with proper documentation.

**Before they travel, faculty will complete necessary paperwork and receive prior approval of the expense, and after their return they will produce receipts and complete a check request in a timely manner.** This would apply only to the professor who is teaching the course.

7/2016 Approved by FC/DC

# Section 8

## ADJUNCT INSTRUCTORS

Adjunct instructors are valued members of the instructional team at Lindenwood. Adjunct instructors' academic credentials and expertise as successful current practitioners add depth and perspective to the educational experience of Lindenwood students.

### **COURSE CONTRACTS AND SCHEDULES**

Adjunct instructors are hired by Lindenwood University on a contractual, part-time basis. The employment of adjunct instructors by Lindenwood University depends on factors including but not limited to the university's need and finances. Adjunct instructors may teach up to nine credit hours a term, and adjunct instructors in the School of Accelerated Degree Programs may teach up to two clusters. Instructors receive a contract by email for each course and term that they are hired to teach.

### **COMPENSATION SCHEDULE**

The adjunct faculty compensation schedule credits and rewards adjunct instructors who possess terminal degrees, who teach higher-level classes, and/or who maintain a long-term relationship with Lindenwood University.

### **PAYCHECK DISBURSEMENT**

Adjunct instructors are paid on the last business day of the month. All Lindenwood employees are required to use direct deposit to receive their pay. This requirement means that payment is deposited directly into the employee's participating banking institution each payday.

### **REVIEWING PAY STUBS**

Every effort is made to ensure that employees are paid correctly. Occasionally, however, mistakes may happen. When mistakes are called to the attention of Human Resources, prompt actions are taken to make any correction that is necessary. Employees should use the Workday portal to review pay stubs to ensure accuracy. An employee who believes a mistake has occurred or who has any questions should contact the HR Manager for Adjunct Services at (636) 627-2956.

### **BENEFITS**

Adjunct instructors enjoy the following benefits:

- Two free lunches per week at Evans Commons during the academic year for adjunct instructors teaching morning or afternoon classes
- Option to contribute to a 403B, tax-deferred annuity
- \$100/credit tuition discount for self and dependents to take Lindenwood classes for credit
- Free participation in wellness events, including health screenings, banquets, health topic presentations, and exercise classes
- Opportunity to earn wellness bucks that can be converted into prizes such as gas cards, grocery cards, and Lindenwood merchandise
- YMCA discount with a Lindenwood ID
- Free admission for instructor and a guest to all Lindenwood athletics events by showing a

- current Lindenwood ID card
- Lindenwood instructor discount at Barnes & Noble on-campus bookstore: 10 percent off any purchase
- Lindenwood instructor discount on available tickets for national productions and fashion shows at the Scheidegger Center
- Two free tickets for student theatre or concert productions at Lindenwood
- Invitation to Lindenwood Family Day
- On-call assistance of Lindenwood Security staff as needed 24/7
- On-call classroom technology troubleshooting assistance from Lindenwood Help Desk staff six days a week
- Free use of Lindenwood Copy Center (days or before evening classes) to make bulk quantities of copies needed for classes taught at Lindenwood
- Reserved parking spaces for adjunct instructors with annual purchase of a parking sticker (\$2 per year)
- Free training on how to use Canvas for on-ground or online courses
- Paid attendance for optional annual adjunct instructor meeting
- Lindenwood corporate discount on Lifelock services to prevent identity theft
- Two free passes for each film at the Lindenwood Film Series
- Full library use to check out books, search materials inventory, or request resources through interlibrary loans, and use of electronic databases and online library resources
- Available office space to use for class preparation
- Adjunct Faculty Merit Scholarship Program (see below)
- Premier parking for adjunct instructors

## TUITION DISCOUNT

Lindenwood offers a \$100-per-credit-hour tuition discount to adjunct instructors, their spouses, and their dependents for courses taken during the terms in which the instructor teaches. Discount eligibility depends on the course degree level (see eligibility chart below). A dependent, for purposes of tuition remission, is defined as a child under the age of 24 who is not married, not a veteran, not working toward a graduate degree, and who does not have any children for whom the dependent provides more than 50 percent of support. A FAFSA must be filed for undergraduate coursework. The tuition discount represents \$100 off the catalog tuition rate and cannot be combined with any other scholarships or discounts. Full admission as a student of the university must occur to enroll in classes and access the tuition discount.

**For more information on how to access the Tuition Grant Form, see Appendix B.**

Tuition Discount	Bachelor's Degree	Master's Degree	Doctorate Degree
Adjunct Instructor	X	X	X
Spouse	X	X	
Dependent Child	X		

## ADJUNCT FACULTY MERIT SCHOLARSHIP PROGRAM

Each adjunct instructor may nominate one prospective undergraduate student per year for a \$4,000 merit scholarship. **For more details, see Appendix C.**

## ADJUNCT TEACHING AWARD

The Lindenwood Adjunct Teaching Award is presented to the part-time or adjunct Lindenwood faculty member who, in the judgment of the community of Lindenwood colleagues, demonstrates the best combination of pedagogical innovation, student-centeredness, and effectiveness as a classroom teacher during the present and prior academic years. Nomination may come from any academic department or school but must be adequately documented to be considered. Faculty Council determines the recipient of the award, who is announced at the fall adjunct instructors' meeting.

## PROFESSIONAL RESPONSIBILITIES

Adjunct instructors are responsible for the following:

New Instructors, prior to teaching first class at Lindenwood

- Provide Lindenwood with a current résumé
- Have an official copy of a graduate transcript sent to Lindenwood HR.

All Instructors

- Adhere to the following Canvas Minimum Use Standards:  
All faculty members are expected to use the university's designated learning management system, Canvas. Canvas offers a wide variety of features that faculty are encouraged to use for the benefit of their students, beyond the minimum standards for use as required below:
  5. In the Syllabus Description Field, (a) enter instructor contact information, including office hours when applicable, and (b) post a link to the uploaded .pdf syllabus file. The required school syllabus template should be used when applicable.
  6. Post all assignments and assessments so they appear in the course calendar.
  7. Maintain an active Canvas gradebook throughout the term.
  8. Upload non-copyrighted documents that all students enrolled in the course should have access to, which may or may not include all instructional materials, such as study guides, rubrics, reading lists, etc.
- Use all instructional materials students are required to purchase for the course, as published at the time of student registration in accordance with the 2008 Higher Education Opportunities Act. Books for classroom use will be ordered through Barnes & Noble unless otherwise approved. Deans and Belleville division chairs are responsible for ensuring that faculty have submitted book orders by the date specified by the provost. **(See policy on royalty donation on page 32.)**
- Inform school dean, assistant or associate dean, or division chair of illness or any other issue that will necessitate missing a class session (prior to missing the class, if possible).
- If the instructor must miss class for any reason, make arrangements with the students to make up the missed class/work.
- Purchase and properly display a Lindenwood parking sticker.
- Abide by Lindenwood's rules and policies at all times while on university property.
- In order to comply with federal requirements for instructional contact hours, hold every class session on time and for the entirety of the allotted time period for which it is scheduled
- Take and submit attendance at each class session during the first two weeks of class.

- Make sure that all windows in the classroom are closed and locked at the end of each class.
- Regularly log into, read, and respond to campus email, check campus mailbox, and read the Lindenwood Digest email.
- Promptly complete and turn in all attendance and grade sheets required by Academic Services to support financial aid and federal reporting obligations.
- Assure that Canvas gradebooks for all courses taught in a term, including tutorials, independent studies, and internships, are fully updated and accurate in advance of grade conversions from Canvas to the student information system. Grade conversions occur at four weeks (semester undergraduate), midterm (all undergraduate), and end of term (all courses).
- Inform appropriate Academic Administrator or the Student Academic Support Services Department at [SASS@lindenwood.edu](mailto:SASS@lindenwood.edu) of any students having unusual academic or other problems that are adversely affecting their performance in class.
- Cooperate with the university in meeting the educational needs of any students who require accommodations under the Americans with Disabilities Act.

# Section 9

## STUDENT EMPLOYEES

### PROGRAM OVERVIEW

A student employee performs as both student and employee. As a result, such individuals are expected to complete important institutional tasks while maintaining high academic standards. Student employees are expected to recognize their dual status, as well as understand that a student employee position is not just a job but a privilege that comes with outlined responsibilities and expectations. Student employees are required to adhere to the policies and procedures outlined in both the Student Guidebook and the Student Employee Guidebook.

### STUDENT EMPLOYEE ELIGIBILITY

All applicants must be **unconditionally** admitted into Lindenwood University **and enrolled in classes** to qualify for the program. If an applicant is **conditionally** admitted, the application process will be delayed until a released admit status is accomplished. Admit statuses are determined by the Provost's Office.

Any student employee on **academic probation** is not eligible to participate in the Student Employee Program. The student may apply to the program once the probation is removed. Should a student employee be placed on academic probation while already a student employee, the student will be immediately removed from the program until the probation is lifted. At that time, the student may reapply to the program. No position will be held open for an employee, and rehire into the program is not guaranteed. Decisions on academic probation are conducted through Academic Services.

Any student worker on **social probation** is not eligible to participate in the Student Employee Program. Should a student employee violate a university policy as outlined in the Student Handbook, the student may lose his/her eligibility to work on campus. At the time of sanctioning, the dean of students or designee will notify the student of his/her continued eligibility. Human Resources will be notified that the student employee is no longer eligible to work in the Student Employee Program for the remainder of the term.

Student employees are expected to contact the Lindenwood University Business Office within five business days of their official hire date to review an outstanding financial obligations. Student employees are expected to meet all financial expectations throughout their employment.

Due to visa regulations, international employees will not be permitted to extend employment past the student's last day of classes if not enrolled in classes for the next term. International students are also required to obtain a social security number prior to working. The International Office will complete a Social Security Number request form based on employment eligibility. The Human Resources office will confirm approve the request and the form will be sent to the Social Security Office for processing. Once the international student obtains the Social Security Number, he/she can begin working pending all other hiring requirements are met.

## **STUDENT EMPLOYEE CANDIDATE REQUIREMENTS**

- Maintain high level of responsibility
- Maintain confidentiality while adhering to FERPA regulations
- Strong customer service skills
- Detail-oriented
- Excellent written and oral skills
- Ability to multitask
- Reliable attendance
- High level of professionalism and maturity
- Proficient in Microsoft Suite products
- Work well with others and independently
- Unconditionally admitted to the university
- Prior to beginning a position, all student workers must be able to provide a Social Security Number. For information on how to obtain one, please visit the Student Worker Office.
- In good standing academically, socially, and financially with the university
- As a condition of employment, all student workers will be expected to contact a Business Office representative within five business days of their official hire date to set up an appointment to review any outstanding financial obligations AND must continue to meet all financial obligations throughout employment with the university.
- Actively enrolled in classes

## **FEDERAL WORK STUDY**

Students who demonstrate a financial need while completing their Free Application for Federal Student Aid (FASFA) have the option to participate in the Federal Work Study Program. Lindenwood's Office of Financial Aid notifies students of their eligibility based on the completion of the FASFA and the admit status of the student. All federal work study positions are part-time and applicable to both undergraduate and graduate students. Students interested in federal work study positions need to complete an application online through Workday.

## **UNIVERSITY STUDENT EMPLOYEE POSITIONS**

Students who do not qualify to participate in the Federal Work Study program can apply for one of Lindenwood's non-federal student employment positions. Lindenwood offers both part-time and full-time positions on and off campus. Students interested in employment with the University will need to complete an application online through Workday.

## **EMPLOYMENT AT WILL STATEMENT**

Employment as a student employee with Lindenwood University is on an "at-will" basis and is for no definite period. This means that regardless of the date or method of payment of wages or salary, a student employee may be terminated at any time with or without cause or notice. Likewise, a student employee may resign from employment at any time with or without cause or notice. No one, other than the university system president, has the authority to alter the at-will status of the employee's employment or to enter into any employment contract for a definite period of time. Any such agreement altering the employment-at-will status must be in writing and signed by the president.

Employees are expected to comply with all federal, state, and local laws at all times, whether on or off campus, and failure to do so is deemed unacceptable conduct. Any such violations determined to be egregious by the university are grounds for discipline or termination. Additional grounds for discipline and/or termination include, but are not limited to

- Poor work execution
- Incompetence, defined as lack of sufficient ability, education, training, or experience to perform adequately
- Failure to carry out assigned duties
- Unethical conduct
- Posing a threat to the safety and security of the campus, the work environment, or the reputation of the university

## **CALENDAR CYCLES**

Positions in the student employee program are based on calendar cycles which dictate when positions start and end. Calendar cycles are communicated with student employees through the hire letter. Most student employee positions are between thirty-six and forty weeks in length. Work is not permitted outside the calendar cycles dates for these positions.

Fifty-two-week student employees can start working up to four weeks prior to the assigned start date prior to the start of their term if enrolled in classes for the upcoming semester. Fifty-two-week student employees can also work for an additional three weeks when not enrolled in classes up until graduation. For either situation, the supervisor must contact Human Resources for approval and must be able to demonstrate a need for the deviation from the assigned work period.

Calendar Cycle	Number of Weeks
July 1, 2017 – June 30, 2018	52 weeks
August 1, 2017 – May 31, 2018	40 weeks
August 14, 2017 – May 11, 2018	36 weeks

## **ADMINISTRATIVE SUSPENSION**

When it is in the best interest of a student or of Lindenwood University, a student may be given a Withdrawal Pass (WP) or Withdrawal Fail (WF) and placed on administrative hold. This action of administrative withdrawal results in removal of all credits associated with the affected classes and places the student on administrative suspension. Before re-enrolling at the University, the student on administrative suspension must write a letter of appeal to the Provost. An administrative withdrawal does not affect one's grade point average. However, the student cannot continue as a student employee once he or she is placed on administrative suspension.

The university reserves the right at any time to request the withdrawal of a student who is unable to meet academic standards; whose continuance in the University is felt to endanger the student's own health, well-being, or that of others; or who does not observe the social regulations and standards of conduct of the University. If this occurs, that student can no longer participate in the Student Employee Program.

## **DISCIPLINARY DISMISSAL/REMOVAL FROM THE UNIVERSITY**

A disciplinary dismissal occurs when it has been determined by the University that a student has violated a university policy. This may include, but is not limited to, violation of housing rules or being found in possession of alcohol. If a student violates a university policy, the dean of students will meet with the Student Employee and provide in writing the reason for corrective action or dismissal from Lindenwood University. Written documentation of the incident and the final decision will be supplied to the Student Employee Program manager. If the student is placed on either Social or Academic probation, they will be immediately terminated from the program.

# APPENDICES

## APPENDIX A–WHISTLEBLOWER POLICY

Revised & Approved by Board of Directors: 8/9/06

### General

Lindenwood University (“LU”) requires directors, officers, administrators, and employees to comply with its Code of Ethics and observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of LU, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

### Reporting Responsibility

It is the responsibility of all directors, officers, administrators, and employees to comply with the Code of Ethics and to report violations or suspected violations in accordance with this Whistleblower Policy.

### No Retaliation

No director, officer, administrator, or employee who in good faith reports a violation of the code shall suffer harassment, retaliation or adverse employment consequence. Any retaliation against a person who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Lindenwood prior to seeking resolution outside Lindenwood.

### Reporting Violations

The code addresses Lindenwood’s open door policy and suggests that employees share their questions, concerns, suggestions, or complaints with a person who can address them properly. In most cases, an employee’s supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor’s response, you are encouraged to speak with a representative from the Human Resources Department or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the code to Lindenwood’s compliance officer, who has specific responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or you are uncomfortable with following Lindenwood’s open door policy, individuals should contact Lindenwood’s compliance officer directly. In the event the complaint involves the Lindenwood compliance officer, the complaint is to be reported directly to the president of the university.

### Compliance Officer

The Lindenwood compliance officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the code and, at the compliance officer’s own discretion, shall advise the president, the chairman of the Board of Directors, and/or the finance and audit committee. The compliance officer has direct access to the finance and audit committee of the Board of Directors and is required to report to the finance and audit committee at least annually on compliance activity. The Lindenwood compliance officer shall be appointed by the chairman of the Board of Directors.

### **Accounting and Auditing Matters**

The finance and audit committee of the Lindenwood Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The compliance officer shall immediately notify the finance and audit committee of any such complaint and work with the committee until the matter is resolved.

### **Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of the code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **Handling of Reported Violations**

The compliance officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and, if warranted, appropriate corrective action will be taken.

### **Compliance Officer**

Appointed by the chairman of the Board of Directors

## **APPENDIX B—FAMILY MEDICAL LEAVE ACT POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources.

### **I. Eligibility**

FMLA leave is available to “eligible employees.” To be an “eligible employee,” an employee must (1) have been employed by Lindenwood University for at least 12 months (which need not be consecutive); (2) have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

### **II. Entitlements**

The FMLA provides eligible employees with a right to leave, health insurance benefits and, job restoration provided that the employee returns to work during or at the end of the 12-week leave period. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

#### **A. Basic FMLA Leave Entitlement:**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling

12-month period measured backward from the date an employee uses the FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic condition. Other conditions may meet the definition of continuing treatment.

#### B. Military Family Leave Entitlement

Eligible employees with a spouse, son, daughter, or parent who is on covered active duty or has been notified of an impending call or order to covered active duty may use their 12-week leave entitlement to address certain qualifying exigencies arising out of the active duty or call to active duty. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement, known as Military Caregiver Leave, that permits eligible employees to take up 26 weeks of leave during a single 12-month period to care for the service member during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A covered service member is (1) a current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. (Note that the FMLA definitions

of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”)

#### C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

Leave to care for an employee’s child after the birth or placement of the child for adoption or foster care must be concluded within the 12-month period of the birth or placement and must be taken in one continuous block. Intermittent and reduced schedule leave may not be taken to care for a new child.

#### D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

#### E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to maintain group health plan coverage on the same terms and conditions as if they had continued to work.

#### F. Restoration of Employment and Benefits

Upon return from FMLA leave, employees generally have a right to return to the same or equivalent position with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

#### G. Notice of Eligibility for FMLA Leave

Employees requesting FMLA leave will receive written notice from Lindenwood University telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible within five business days of a request for leave. When eligible for FMLA leave, employees will receive written notice of 1) their rights and responsibilities in connection with such leave; 2) Lindenwood University’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement. The Medical Certification Form will also be provided to the employee at this time.

#### H. Designation of FMLA Leave

The Designation Notice will be provided to the employee within five business days (absent extenuating circumstances) of Lindenwood receiving enough information to determine whether the requested leave is FMLA eligible. Lindenwood University may retroactively designate leave as FMLA leave with written notice to employee.

#### I. Limitation on Leave for Spouses

Spouses who are eligible for FMLA leave and are both employed by Lindenwood are entitled to a joint total of 12 weeks of leave (rather than 12 weeks each) for (1) the birth of the employee’s son or daughter or to care for the child after birth, (2) for the placement of a son

or daughter with the employee for adoption or foster care or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition.

Spouses who are eligible for FMLA leave and are both employed by Lindenwood are limited to a combined total of 26 weeks of leave during a single 12-month period for Military Caregiver Leave or for Military Caregiver Leave and one or more of the following: (1) birth of the employee's son or daughter or to care for the child after birth, (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition.

For any other qualifying FMLA reason, each spouse will be entitled to the full leave allotment, or that portion of leave remaining for the particular employee in the relevant 12-month period.

### III. Employee FMLA Leave Obligations

#### A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify Lindenwood University of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### 1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow Lindenwood University to determine that the leave is FMLA-qualifying. For example, employees might explain that

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a healthcare provider;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status; or,
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick" without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to Human Resource's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which Lindenwood University has previously provided FMLA-

protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## 2. Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide Lindenwood University notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with Human Resources and make a reasonable effort to schedule treatment so as not to unduly disrupt university operations, subject to the approval of an employee's healthcare provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, Lindenwood University may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

### C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide Lindenwood University with timely, complete, and sufficient medical certifications. Whenever Lindenwood University requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. Lindenwood shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies.

Lindenwood will deny FMLA leave to employees who fail to cure deficiencies in a timely fashion or otherwise fail to submit requested medical certifications in a timely manner.

With the employee's permission, Human Resources may contact the employee's healthcare provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide Human Resources with authorization allowing it to clarify or authenticate certifications with healthcare providers, Lindenwood University may deny FMLA leave if certifications are unclear.

Whenever Lindenwood University deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

### 1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their healthcare provider or, if applicable, the healthcare provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If Lindenwood University has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the university's expense. If the opinions of the initial and second healthcare providers differ, Lindenwood may, at its expense, require employees to obtain a third, final, and binding certification from a healthcare provider designated or approved jointly by Lindenwood University and the employee.

### 2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, Lindenwood may require employees to provide recertification of medical conditions giving rise to the need for leave. Human Resources will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### 3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide medical certification confirming they are able to return to work and perform the essential functions of the employees' position, with or without reasonable accommodation. Lindenwood may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, Lindenwood may require employees to provide 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, Lindenwood may require employees to obtain certifications completed by an authorized healthcare provider of the covered service member. In addition, and in accordance with the FMLA regulations, Lindenwood may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

#### E. Substitute Paid Leave for Unpaid FMLA Leave

Employees will be required to use any accrued paid time (vacation or sick pay) while taking unpaid FMLA leave. The use of paid time during FMLA leave time does not extend the length of FMLA leave, and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, Lindenwood will allow employees to use accrued paid time to supplement any paid disability benefits.

#### F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Lindenwood University notifies employees of other arrangements, whenever employees are receiving pay from Lindenwood during FMLA leave, Lindenwood will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee were actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium to Human Resources by the first day of each month.

Lindenwood's obligation to maintain healthcare coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, Human Resources will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse Lindenwood for the cost of the premiums Lindenwood paid for maintaining coverage during their unpaid FMLA leave.

#### IV. Coordination of FMLA Leave with Other Leave Policies

For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please contact Human Resources.

#### V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. Lindenwood is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to the FMLA. If employees believe their FMLA rights have been violated, they should contact the Office of Human Resources immediately. Lindenwood will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For more information, see the “Employee Rights and Responsibilities under the Family and Medical Leave Act” poster:

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

## **APPENDIX C–TUITION REMISSION AND EMPLOYEE SCHOLARSHIP PROGRAM**

Lindenwood University offers an employee scholarship nomination program. One \$5,000 award is allocated for each employee to award per year to new students who have demonstrated significant merit. These awards are made available to each Lindenwood University employee to nominate prospective students.

The student who meets the following criteria will receive a \$5,000 annual Lindenwood scholarship:

1. Candidate must apply and remain continuously enrolled as a full-time undergraduate resident student in good academic and social standing.
2. Candidate must be a new student not previously contacted by Lindenwood University but does not have to be a freshman. Academic scholarship programs are restricted to freshman status.
3. Lindenwood grants are subject to students meeting the admission requirements set forth by the university and are not transferrable to other Lindenwood University campuses.
4. Candidate must receive no other institutional aid except as approved by the vice president for enrollment management.
5. Lindenwood University grants/scholarships are intended for individual use and are not intended for any group, institution, or organization.
6. NCAA athletic scholarships will be in addition to the Lindenwood Employee Referral Grant/Scholarship programs.

### **Adjunct Faculty Merit Scholarship**

Each adjunct instructor at Lindenwood University shall be encouraged to select each year one scholarship recipient subject to the above criteria. The nomination from the adjunct faculty member must be sent to the director of Day Admissions.

**Amount of Award: \$4,000** scholarship renewable each year, provided the student establishes and maintains good academic status (C average) and social standing.

All employees wishing to recommend a student for a scholarship should contact the Office of Admissions.

## **APPENDIX D–RED FLAG IDENTIFY THEFT PREVENTION PROGRAM**

LINDENWOOD UNIVERSITY IDENTITY THEFT PREVENTION PROGRAM

- I. BACKGROUND
- II. PURPOSE AND SCOPE
- III. DEFINITIONS
- IV. IDENTIFICATION & DETECTION OF RED FLAGS
- V. APPROPRIATELY RESPONDING WHEN RED FLAGS ARE DETECTED

- VI. CONSUMER REPORTS-ADDRESS VERIFICATION
- VII. TRAINING
- VIII. OVERSIGHT OF THIRD PARTY SERVICE PROVIDERS
- IX. PROGRAM ADMINISTRATION
- X. UPDATING THE PROGRAM

## **I. BACKGROUND**

The Identity Theft Prevention Program was developed pursuant to the Federal Trade Commission's red flag rules, pursuant to the Fair and Accurate Credit Transactions Act. It is designed to detect, prevent, and mitigate identity theft in connection with certain accounts. The program must include reasonable policies and procedures for detecting, preventing, and mitigating identity theft and enable the entity with covered accounts to

1. Describe and define relevant patterns, practices, and activities, dubbed "Red Flags," signaling possible identity theft and incorporate those Red Flags into the program;
2. Detect Red Flags;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft; and
4. Ensure the program is updated periodically to reflect changes in risks.

This document outlines the required Red Flags Rule Program of Lindenwood University and is extended to encompass not just financial or credit accounts but any university account or database for which the university believes there is a reasonably foreseeable risk from identity theft to the university and its students, faculty, staff, constituents, board members, or customers.

## **II. PURPOSE AND SCOPE**

The purpose of this program is to ensure the compliance of Lindenwood University with the Red Flags Rule regulations, to identify risks associated with identity theft, and to mitigate the effects of identity theft upon the university, employees, students, constituents, board members, and customers.

The requirements of this program apply to all Lindenwood University campuses, to the employees of such campuses, and the third parties with whom Lindenwood University contracts to perform certain functions on its behalf.

## **III. DEFINITIONS**

**Account:** Account means a continuing financial relationship established by a person with Lindenwood University, including an extension of credit, such as the purchase of services or property involving a deferred payment.

**Covered Account:** The Red Flags Regulations define the term "covered account" to mean (1) "an account that a financial institution or creditor offers or maintains primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions ..." and (2) "any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks."

For the purposes of the university's identity theft program, the term "covered account" is extended to include any university account or database (financial or otherwise) for which the university believes there is a reasonably foreseeable risk to the university and its students, faculty, staff, constituents, Board members, or customers from identity theft.

Credit: "Credit" means "the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase services or property and defer payment therefore."

Creditor: "Creditor" means "an entity [i.e. Lindenwood University] that regularly extends, renews, or continues credit; any entity that regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit."

Financial Institution: "Financial institution" means "a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that has an account belonging to a consumer."

Identity Theft: "Identity theft" means "fraud committed using the identifying information of another person."

Red Flag: "Red Flag" means "a pattern, practice, or specific activity that indicates the possible existence of identity theft."

Service Provider: "Service provider" means "a person that provides a service directly to the financial institution or creditor [i.e. credit reporting agency or collection agency]."

Transaction Account: "Transaction account" means "a deposit or account (i.e. at a bank or savings and loan) on which the depositor or account holder is permitted to make withdrawals by negotiable or transferable instrument, payment orders of withdrawal, telephone transfers, or other similar items for the purpose of making payments or transfers to third persons or others. Such term includes demand deposits, negotiable order of withdrawal accounts, savings deposits subject to automatic transfers, and share draft accounts."

#### **IV. IDENTIFICATION & DETECTION OF RED FLAGS**

A "Red Flag" is a pattern, practice, or specific activity that indicates the possible existence of identity theft. The following Red Flags are potential indicators or warning signs of potential or actual identity theft or similar fraud. Anytime a Red Flag or a situation resembling a Red Flag is apparent, it should be investigated for verification. The examples below are meant to be illustrative. Any time a Lindenwood University employee suspects a fraud involving personal information about an individual or individuals, the employee should assume that this identity theft program applies and follow protocols established by the employee's office for investigating, reporting, and mitigating identity theft.

#### **Examples of Red Flags:**

##### **Alerts, Notifications or Warnings from a Consumer Reporting Agency**

1. A fraud or active duty alert is included with a consumer report.

2. A consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.
3. A consumer reporting agency provides a notice of address discrepancy.
4. A consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as
  - a. A recent and significant increase in the volume of inquiries;
  - b. An unusual number of recently established credit relationships;
  - c. A material change in the use of credit, especially with respect to recently established credit relationships; or
  - d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

#### **Suspicious Documents**

1. Documents provided for identification appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification is not consistent with information provided by the person opening a new covered account or the customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the university, such as a signature card or a recent check.
5. An application either appears to have been altered or forged or gives the appearance of having been destroyed and reassembled.

#### **Suspicious Personal Identifying Information**

1. Personal identifying information provided is inconsistent when compared against external information sources used by the university. For example
  - a. The address does not match any address in the consumer report; or
  - b. The Social Security Number (SSN) either has not been issued or is listed on the Social Security Administration's Death Master File.
2. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
3. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the university. For example

- a. The address on an application is the same as the address provided on a fraudulent application;  
or
  - b. The phone number on the application is the same as the number provided on a fraudulent application.
4. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the university. For example, the address on the application is fictitious, possibly a mail drop or prison, or the telephone number is invalid or is associated with a pager/answering service.
  5. The SSN provided is the same as that submitted by another person opening an account or another customer.
  6. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other persons opening accounts or other customers.
  7. The person opening the covered account or the customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
  8. Personal identifying information provided is not consistent with personal identifying information that is on file with the university.
  9. The person opening the covered account (or the customer) cannot provide authenticating information beyond that generally would be available from a wallet or consumer report (such as answers to "challenge questions").

#### **Suspicious Account Activity or Unusual Use of Account**

1. Shortly following the notice of a change of address for a covered account, the university receives a request for a new, additional, or replacement card, or for the addition of authorized users on the account.
2. A new account is used in a manner commonly associated with known patterns of fraud. For example, the student fails to make the first payment or makes an initial payment but no subsequent payments.
3. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example, nonpayment when there is no history of late or missed payments or material changes in the use of the account.
4. A covered account that has been inactive for a lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage, and other relevant factors).
5. Mail sent to the customer is returned repeatedly as undeliverable even though transactions continue to be conducted in connection with the customer's covered account.

6. The university is notified that the customer is not receiving paper account statements.
7. The university is notified of unauthorized charges or transactions in connection with a customer's covered account.

#### **Alerts from Other**

The university is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

#### **V. APPROPRIATELY RESPONDING TO DETECTED RED FLAGS**

Once potentially fraudulent activity is detected, an employee should inform the supervisor that the employee has detected an actual or potential Red Flag or has identified a similar area of concern of identity theft. The supervisor should determine the validity of the Red Flag.

If it is found that a situation of identity theft has occurred, the division or department head should inform the Business Office of the matter so that it is documented as part of the monitoring portion of this program.

If the Red Flag indicates that a fraudulent transaction has occurred, the division or department head should attempt to mitigate the effects of the transaction. Consideration should be given to the type of Red Flag identified, the type of transaction, the relationship with the victim of the fraud, the availability of contact information for the victim of the fraud, and numerous other factors. Appropriate actions may include but are not limited to:

1. Canceling the transaction;
2. Not opening a new account or closing the account in question;
3. Notifying and cooperating with appropriate law enforcement;
4. Notifying the chief operating officer, chief financial officer, and general counsel of the university;
5. Notifying senior administration personnel of the university;
6. Notifying the customer that fraud has been attempted or that it has occurred;
7. Changing any passwords or other security devices that permit access to relevant accounts and/or databases;
8. Continuing to monitor the account or database for evidence of identity theft;
9. Alternatively, determining that no response is warranted after appropriate evaluation and consideration of the particular circumstances.

In all situations where it is discovered that a Red Flag has been positively identified, the office responsible for the account shall document what occurred and describe its review of the matter and any

specific actions taken to mitigate the impact of the effects of the actual or potential identity theft discovered. Such documentation shall also include a description of any additional actions the office believes are systemically necessary within that office (such as updating policies and procedures) in response to identified Red Flag to handle or prevent similar situations in the future.

#### **VI. CONSUMER REPORTS-ADDRESS VERIFICATION**

Any university office that obtains and/or uses consumer reports from a consumer reporting agency that finds a discrepancy between the address on file with the university and the address on the report should attempt to form a reasonable belief that the university is dealing with the actual student being researched or investigated and not another person with the same or similar name.

The office may reasonably confirm the accuracy of the consumer's address by

1. Verifying the address with the consumer about whom it has requested the report;
2. Reviewing its own records to verify the address of the consumer;
3. Verifying the address through third-party sources;
4. Using other reasonable means.

The office must provide the consumer's address that it has reasonably confirmed to be accurate to the consumer reporting agency as part of the information it regularly furnishes for the reporting period in which it establishes a relationship with the consumer.

#### **VII. TRAINING**

Staff training is required for all employees, officials, and contractors who likely will come into contact with accounts or personally identifiable information that may constitute a risk to the university or its students.

The division or department head of each office that maintains a covered account under this program is responsible for training employees by familiarizing them with the policies contained herein.

As part of the training, all requisite employees, officials, and contractors should be informed of the contents of the university's identity theft program and afforded access to a copy of this document. In addition, all requisite employees, officials, and contractors should be trained by the division or department head of each office regarding how to identify Red Flags and what to do should they detect a Red Flag or have similar concerns regarding an actual or potential fraud involving personal information.

#### **VIII. OVERSIGHT OF THIRD-PARTY SERVICE PROVIDERS**

It is the responsibility of the university to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. Before the university may engage a service provider to perform an activity in connection with one or more of the university's covered accounts, the university must take the following steps to ensure the service provider performs its activities in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risks of identity theft:

1. The university must require that the service provider has identity theft policies and procedures in place;
2. The university must make the service provider aware of the university's identity theft program by providing a copy of this document and require said provider to report to the university any Red Flags it identifies.

#### **IX. PROGRAM ADMINISTRATION**

Responsibility for overseeing the administration of this program has been delegated by the Board of Directors to the university president (for general oversight) and the university's vice president for operations and finance (for general execution), with compliance monitoring to be performed by the Business Office. On an annual basis, and as part of the university's Compliance Monitoring Plan, the Business Office will confer with the university offices that maintain covered accounts under the program to review each office's list of covered accounts, training and policies, procedures, and practices as they relate to preventing, detecting, and mitigating identity theft, as well as the definitive identification of Red Flags or similar incidents documented by the offices who maintain covered accounts under this program. The chief financial officer of the Business Office will create an annual report based upon that office's annual conferences with university offices that maintain covered accounts and assess the effectiveness of the university's identity theft program as a whole. As part of the report, the Business Office will make recommendations for updating or modifying the program as appropriate. The annual report will be provided by the chief financial officer of the Business Office to the vice president for operations and finance for review and presentation to the university's president and Board of Directors.

#### **X. UPDATING THE PROGRAM**

On an annual basis, as part of the university's Compliance Monitoring Plan, the program will be re-evaluated by the vice president for operations and finance to determine whether all aspects of the program are up to date and applicable. This review will include an assessment of which accounts and/or databases are covered by the program, whether additional Red Flags need to be identified as part of the program, whether training has been implemented, and whether training has been effective. In addition, the review will include an assessment of whether mitigating steps included in the program remain appropriate and whether additional steps need to be defined.

#### **XI. APPROVAL OF THE POLICY**

Under the Red Flags regulations, implementation and oversight of the identity theft program is the responsibility of the governing body or an appropriate committee of such governing body. Approval of the initial plan must be appropriately documented and maintained. After its initial approval of the program, the governing body may delegate its responsibility to implement and oversee the identity theft program. As the governing body of the Lindenwood University, the Board of Directors, as of the date below, hereby approved the initial identity theft program. Having made such initial approval, the Board of Directors hereby delegates the responsibility for implementing, monitoring and overseeing the university's identity theft program to the university administration, in accordance with procedures stipulated herein.

Approved by the Board of Directors August 1, 2009.

## **APPENDIX E—DRUG-FREE CAMPUS POLICY**

### **Introduction**

The Lindenwood University Board of Directors and the administration seek to provide a safe, secure, healthful, drug-free work, campus, and community environment. Additionally, the university intends to comply fully with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989. Employees of the college are expected and required to report to work in appropriate mental and physical condition. In addition to information outlines, institutional policies and programs are designed to implement federal legislation on this issue. University policy also provides for a biennial review of these policies and programs to determine their effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

### **Employee Compliance**

Each employee of the university will, as a condition of employment, agree to abide by the provisions of this policy which implements the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989.

### **Prohibited Employee Conduct**

Employees will not engage in unlawful manufacture, distribution, dispensing, possession, or use of controlled substances, illicit drugs, or alcohol while on university property or engaged in any university-related activity. Controlled substances include, but are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis (marijuana), and prescription drugs, except when used in accordance with instructions from a proper medical authority.

### **Employee Disciplinary Action**

Employees who violate this policy are subject to a range of disciplinary actions, which are outlined below. The disciplinary action taken in a particular situation will depend upon the circumstances of the individual situation and the judgment of appropriate university officials.

In conjunction with or in lieu of the imposition of any disciplinary actions, employees may (1) be referred to appropriate local, state, or federal law enforcement agencies for prosecution, or (2) be required to complete an appropriate counseling or rehabilitation program.

## **APPENDIX F—INTELLECTUAL PROPERTY AND PATENT OWNERSHIP POLICY**

The purpose of this policy is to encourage research, publication, and creativity while protecting intellectual property of the university and its faculty, staff, and students.

### **I. Ownership Policy**

#### **Faculty and Staff**

Faculty will own the copyright of works traditionally produced by faculty, such as scholarly publication, whitepapers, and the like, unless indicated otherwise herein. Faculty, as a condition of employment at Lindenwood University, will allow the university to use without cost such works in carrying out university business, unless such use will impede publication or scholarly activity. The university, however, owns the copyright to any specifically directed works created by faculty as a part of their employment, with significant university support, or with significant use of university equipment or staff. Such works include, but are not limited to, publications, software, web design, patents, graphic and artistic works,

photographs and other visual images, audio records, music, dramatic or theatrical work, and data compilations. Upon request, the university may, but is not required to, grant the faculty member a nonexclusive license to use the work for mutually agreed upon purposes.

The university owns the copyright to any works created by staff in the course of their university duties, with significant university support, or done through the use of university equipment or staff. This includes, but is not limited to publications, software, web design, patents, graphic and artistic works, photographs and other visual images, audio records, music, dramatic or theatrical work, and data compilations. Upon request, the university may, but is not required to, grant the staff member a nonexclusive license to use the work for mutually agreed purposes.

(a.) Faculty Responsibilities. Each faculty member who participates in the creation of a work is responsible for his or her contribution to such work including, without being limited to, ensuring that his or her contribution to such work does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that work is not libelous, obscene, or otherwise contrary to law. Each faculty member is responsible for obtaining any necessary permission for the use of any copyrighted materials for faculty member contributions to such work.

(b.) Exceptions. The president or the president's designee has the authority to negotiate exceptions to this section. These exceptions are valid only if in writing and if signed by the President and the employee.

### **Students**

Student Rights--"Student Works" are those works produced by Lindenwood students in fulfillment of class assignments as projects for academic credit or as projects with co-curricular or extra-curricular organizations. Student works' primary purpose is educational. Student works are owned by the student(s) and subject to a non-exclusive, royalty-free license for the university to use the student work for its educational, promotional, and public relations purposes if the student work is not a confidential educational record.

(a.) Student Responsibilities--Each student who participates in the creation of a student work is responsible for his or her contribution to such student work including, without being limited to, ensuring that his or her contribution to such student work does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that such student work is not libelous, obscene, or otherwise contrary to law. Each student is responsible for obtaining any necessary permission for the use of any copyrighted materials the student contributes to in such student work.

(b.) Limitation on Transfer Rights to Student Works. Student Works may also have market value. However, if a student markets, commercially distributes, or transfers such works to a third party, the student may hinder faculty supervision of the work, thereby limiting the primary educational purpose of the student work. Students should also be sure that their marketing, commercial distributions, or transfer of rights do not infringe upon the rights of co-authors of the student work. Any student work that is produced by more than one student is subject to the following policy, and all students agree, as a condition of their attendance at the university, to abide by the provisions of this policy.

Students agree to wait until every student who contributed to the student work has either graduated from Lindenwood University or is no longer enrolled before distributing their own interest in joint student work. This temporary limitation on distribution of joint student work includes distribution in any

manner, such as by sale or other transfer of the ownership or other rights, licenses, leases, loans, gifts, or otherwise. Students may, however, enter joint student work in festivals or competitions. Students shall make joint student work available to other students and to faculty members of Lindenwood University who participated in creation of the student work for any use relating to his or her education or to the education of such other students. The dean of the appropriate school at Lindenwood University may, in consultation with the vice president for academic affairs and the president of the university, waive these restrictions for any reason satisfactory to the dean.

(c.) Lindenwood Credit--Lindenwood University will decide whether or not to put its name on a given student work. If so requested by the appropriate dean at Lindenwood University, the student(s) who owns each student work agrees to credit in such student work in a manner satisfactory to the dean and any donor to Lindenwood University whose donation contributed directly to the production of such student work.

(d.) Destruction of Student Work--It is the obligation of the student to retrieve his or her work. The university has no obligation to preserve student work and reserves the right to destroy it after the end of the semester in which the work was created.

## **II. Disclosure**

Employees or students who create works in which the university may have an ownership interest should make an immediate disclosure, in writing, to the dean of their respective schools.

## **III. Additional Patent Provisions**

The goal of the inventions and patent policy is to ensure that discoveries, inventions, and other creations generated by faculty, staff, and students of Lindenwood University are utilized in ways most likely to benefit the public.

The university seeks to assist its faculty and other researchers in properly disclosing their scholarly work, in complying with applicable laws and formal agreements, and in gaining the protection available under United States laws governing patents. Likewise, the university seeks to ensure that commercial benefits are distributed in a fair and equitable manner that recognizes both the contributions of the inventors and the interests of Lindenwood University.

(a.) Definition of Invention—"Invention" means any and all ideas, processes, inventions, machines, technology concepts, designs, manufacture, programs, trade secrets, compositions of matter, discoveries, and other proprietary information, or an improvement thereof, whether patentable or unpatentable, that have been or are created, discovered, acquired, conceived, or reduced to practice.

(b.) Administration--The administration of this patent policy will reside with the president, the president's designee, or a committee appointed by the president. The invention shall be evaluated as to commercial value and whether it should be patented. All parties shall work together to ensure that all sales or licensing of the invention and/or discoveries are implemented to bring the inventions and/or discoveries to the public while securing financial reward for the university and the inventors.

(c.) Procedure--University personnel may be required to sign a patent agreement with the university that will detail the party's patent-related rights and responsibilities and the ownership of the invention

as provided herein. The absence of such a signed agreement will not in any way be interpreted as lessening or reducing the university's claim on such inventions, and the rules set forth herein shall apply.

(d.) Ownership--Ownership of inventions, including any intellectual property rights therein, that are conceived or reduced to practice by faculty, staff, or any other person performing research or engaging in work or study at the university, where such inventions are created or discovered within the course of their employment or with substantial use of university resources, personnel, or facilities beyond the usual office and library provisions, will reside with Lindenwood University. Inventions or discoveries that are made off university premises, are unrelated to teaching and professional activities, and are made without university support and resources are exempt from this policy.

(e.) Students--Any student invention will be deemed made under universities auspices and therefore the property of the university pursuant to the patent policy only if it is made in the course of the students' staff-guided or assigned research projects in research courses or on a voluntary basis. Royalties from the university's licensing of any student invention will be shared with the student on the same basis that royalties are shared with faculty or staff employees.

(f.) Expenses and Distribution of Income--An account will be opened to which expenses associated with patenting and marketing inventions will be charged. Expenses include, but are not limited to, invoiced costs such as legal fees, patent filing fees, licensing agent fees, development fees, production fees, and other out-of-pocket expenses. Revenues attributable to a particular invention will first be used to recover expenses incurred according to the following formula:

- One hundred percent of the income shall go to the university until all its out-of-pocket expenses associated with the protection and development of the invention have been reimbursed. After the university's full recovery of expenses, the net revenues received by the university will be distributed as follows: 50 percent to the university and 50 percent to the inventor.
- In the event of multiple inventors, the inventors will be expected to agree among themselves on the fractional distribution of each inventor's share of any royalties. The inventors shall sign a written agreement specifying the fractional distribution of their share of royalties. The inventor's share will continue even if the inventor leaves Lindenwood University.
- In the event of multiple departments or schools included in an invention, the departments and schools will be expected to agree among themselves on the fractional distribution of each inventor's share of any royalties. The departments or schools shall sign a written agreement specifying the fractional distribution of their share of royalties.

(g.) Dispute Resolution--In the event of any dispute regarding a decision of the committee or a decision of the inventors in the case of multiple inventors, under this policy--including, without limitation, the ownership of an invention or the allocation of the inventor's share of royalties--the president shall have the final decision concerning the university's position in the matter.

# **APPENDIX G—P2P FILE SHARING POLICY**

**Lindenwood University File Sharing Policy March 2013**

## **Purpose**

Lawful use of Peer-to-Peer (P2P) technologies is allowed at Lindenwood University. However, using P2P file-sharing applications to obtain copyrighted materials (e.g., music, videos, textual material, etc.) without the permission of the owner or distributor is prohibited. Running P2P file-sharing applications on university computers also introduces the risk of inadvertently sharing files containing sensitive university data. The purpose of this policy is to prevent the use of Peer-to-Peer file sharing applications in order to illegally obtain copyrighted or licensed material.

## **Scope**

This policy applies to all students, faculty and staff, and other individuals using university information technology resources or data and responds to requirements of the Higher Education Opportunity Act of 2008 that requires universities to develop plans that effectively combat the unauthorized distribution of copyright materials.

## **Policy**

1. Use of Peer-to-Peer file sharing applications for the unauthorized acquisition or distribution of copyrighted or licensed material is prohibited on any university computer or university network. Furthermore, P2P file sharing applications commonly used for these illicit purposes may not be installed on any university computer, and technological deterrents will be used to block their use on the university network.
2. Any violation of this policy may result in the suspension of access to network resources or other appropriate university discipline, up to and including termination of employment and/or expulsion. In addition, the unauthorized acquisition or distribution of copyrighted or licensed material, including unauthorized peer-to-peer file sharing, may subject individuals to civil and criminal liabilities.
2. Lindenwood University shall annually inform students of this policy and associated procedures, consistent with the requirements of the Higher Education Opportunity Act of 2008.

## **Definitions**

1. Digital Millennium Copyright Act (DMCA) - A Federal copyright law for the digital environment establishing how alleged copyright infringements are to be handled and establishing liability limitations for "online service providers."
2. Peer-to-Peer (P2P) - A network environment where participants share their resources (such as files, disk storage, or processing power) directly with their peers without having to through an intermediary network host or server.
3. Peer-to-Peer File Sharing Applications - Programs or services that use P2P technology to share music, movies, software, or other digitally stored files.
4. University Computer - Any computer considered to the property of Lindenwood University.

5. University Network - Any part of data network physically located on the campus. This includes wireless networks and the network serving academic and athletic buildings, student residence halls, and other student housing.

### **Roles and Responsibilities**

1. Chief Information Officer (CIO) – The CIO will determine the set of prohibited P2P file sharing applications and be responsible for technology-based deterrents used to enforce this policy.
2. Associate Provost – The associate provost is responsible for notifying all students at all campuses about this policy at the beginning of every term.

### **Procedures**

1. The Chief Information Officer will maintain and publish a list of P2P file sharing applications that are commonly used for unauthorized acquisition or distribution of copyrighted or licensed material. These applications cannot be installed on University computers and will be blocked on the network using appropriate technology-based deterrents.
2. A university website will provide information about alternatives to illegal file sharing and about programs to combat unauthorized acquisitions or distributions of copyrighted or licensed material.

### **Questions/ Waivers**

The chief information officer (CIO) is responsible for this policy. The CIO or designee must approve any exception to this policy. Questions relating to this policy and the list of prohibited P2P file sharing applications should be directed to the CIO.

## **APPENDIX H–SOLICITATION/DISTRIBUTION POLICY**

Lindenwood University recognizes the responsibility to prevent disruption of normal business and to avoid interference or disturbance to our students, visitors, and employees. Solicitation for any reason during working time and in working areas is not permitted without Lindenwood’s approval. Employees are not permitted to solicit or distribute non-university literature in work areas at any time during working time. Employees are also prohibited from soliciting or distributing non-university literature in non-working areas during work time. This includes use of the email system. Working time is defined as the time assigned for the performance of a job and does not apply to break periods and meal times. Employees are not permitted to sell chances or merchandise or otherwise solicit or distribute literature without management approval.

### **Definitions**

- Solicitation refers to students, employees and/or non-employees approaching anyone for the purpose of influencing him/her to take a specific action or make purchases as to matters or items not related to Lindenwood business.
- Distribution refers to handing out materials, supplies, brochures, etc., for non-Lindenwood business.

Any students, recognized student organizations, campus departments, or outside organizations providing a service to students can request permission to solicit. However, the following promotions are prohibited:

- Items which compete with any Evans Commons’ or university contracts, products, and/or services unless special approval is granted

- Items with the Lindenwood logo
- Credit card vendors and applications
- Bars and night clubs, happy hour specials, etc.

### **General Solicitation Policies**

1. Any student, recognized student organization, campus department, non-employee, or outside organization who would like to solicit employees/students or distribute literature for any purpose must request permission, in writing, at least 48 hours prior. The request should be submitted to the director of Student involvement, aroyal@lindenwood.edu, or the director's designee, stating the purpose of the proposed visit and the name of any person(s) wanting access to any campus of Lindenwood University.
2. The director of Student Involvement or the designee will attempt to locate an appropriate designated area for use by the non-employee or organization.
3. Items or literature may not be distributed in any designated work or study area.
4. The use of the Lindenwood University's internal campus mail system for solicitation purposes is prohibited, except for charitable solicitations that may be approved by the director of Student Involvement.
5. Organizations may not allow another organization to solicit under their names or use their scheduled spaces. Doing so will result in the organization forfeiting the scheduled space and may subject the organization to suspension of privileges.
6. Any solicitation undertaken at a university athletic event or facility must be approved by the Athletics Department and must be conducted in compliance with the solicitation policy established by that department.

### **Advertising:**

1. Only preapproved fliers may be posted on campus. Approved posters receive the seal of approval from the director of Student Involvement and will be distributed by departmental staff only.
2. No posted material shall contain derogatory remarks or personal attacks against any individual or organization or promote alcohol or nudity. Such material shall result in immediate cancellation of bulletin board posting privileges.
3. Fliers shall not to be posted on paint, glass, brick, furniture, trees, or any other area besides bulletin boards.
4. Chalk advertisements are allowed on concrete on areas other than the heritage campus. The chalk design has to be preapproved by the director of Student Involvement. The request must be submitted at least two full workdays prior. Non-permanent water-soluble chalk must be used. The chalk advertisement must be removed within 48 hours.

All disputes over content of the solicitation material and/ or policies shall be decided by the director of Student Involvement.

## **APPENDIX I—FACILITIES ACCESS POLICY**

The student is the reason the university was founded and remains the reason for our continued existence and operations. Our grounds, buildings, facilities, curricula, personnel, and programs have the preeminent purpose of serving the student—now and in the future—including any prospective student who is visiting any Lindenwood campus or center.

In the management of our programs and facilities, we must also be mindful of our obligations to the interests of various friends, supporters, benefactors, alumni, parents, and other Lindenwood stakeholders. They have the right to certain courtesies when on campus.

Decisions on access to and use of any of our programs or facilities must be based on the legitimate interests of present and future students and consideration of the normal and justified expectations of friends of Lindenwood. This principle has the following implications:

- All university personnel are stewards of their respective domains on campus but not the owners of those domains. Each of us is responsible for the orderly and responsible care and functioning of our own Lindenwood space but not entitled to unreasonably exclude students and friends of the university from normal and expected admittance to and participation in our facilities.
- Reasonable, legitimate requests for facilities usage, visitation, or viewing should be accommodated whenever possible without the expression of hesitation, resentment, or a proprietary attitude. These facilities include but are not limited to all educational, production, and performance spaces in the J. Scheidegger Center, the Hyland Arena, the Spellmann Center, the Lindenwood University Cultural Center, our various athletics facilities, our classroom buildings, and the Evans Commons.
- All offices and space managers are to cooperate with Lindenwood's Admissions and Development offices regarding access to and viewing of any and all buildings by visitors to campus, including prospective students and their families, group tours, and present, past, and future benefactors and friends of the university.
- The Admissions and Development offices may at times request access to spaces with very little notice, for necessary reasons beyond their control. If at all possible, those requests are to be honored to the best of the ability of the manager of the requested space or facility.
- All requests for access should be treated with appropriate judgment and courtesy, without remonstrance or unjustified demurrers. Each building or facility manager will produce a scheduling and access policy and procedure for the relevant venue for approval (and possible modification) by the president or the president's delegate.

Deliberate attempts to frustrate reasonable student (or other stakeholder) access to and participation in university spaces for personal or proprietary purposes will be considered undesirable employee conduct and will be addressed accordingly.

## **APPENDIX J – BASIC EMERGENCY ACTION PLAN**

To see all security documentation, go to the following webpages:

St. Charles Campus: <http://www.lindenwood.edu/security/index.html>

Belleville Campus: <http://belleville.lindenwood.edu/studentDevelopment/security/index.html>

### **St. Charles Campus**

John Bowman

Director of Public Safety and Security

(636) 949-4687

**Campus Security: (636) 949-4911**

St. Charles Police Department: 911 or (636) 949-3300

### **Belleville Campus**

Tom Coppotelli

Director of Public Safety and Security

(618) 671-6088

**Campus Security: (618) 239-6081**

Belleville Police Department: 911 or (618) 234-1212

### **BASIC EMERGENCY ACTION PLAN—ACTIVE SHOOTER**

This section of the BEAP should be activated in the event an active shooter.

Building occupants will become aware of a violent act by the sounds of an explosion, gunfire, scuffling, or by observation of events that could only be intentional acts of violence. The person(s) who observe these life-threatening acts should immediately seek shelter and call the Lindenwood Public Safety and Security Office and 911.

The building emergency coordinator should attempt to communicate to everyone in the building that a perpetrator of workplace violence is in the building. This may be done by using several methods including, telephone, e-mail or word of mouth.

When contacting 911, give them the following information:

- Location of the shooter
- The number of shooters, if known
- Description of the shooter and type of weapons
- The number of people at your location

What to do if you are inside the building when violence occurs:

#### Evacuate

- Have an escape route and plan in mind
- Leave your belongings inside
- Keep your hands visible
- Don't let others slow you down by inaction
- Once outside, stop people from entering the building
- Call 911, and give the police an update on what is happening

#### Hide Out

- Hide in an area away from the shooter's view
- Block and lock the door. Use whatever is available to block the door
- Turn off the lights
- Silence your phone
- Stay quiet

#### Take Action

- As a last resort, and only when your life is in imminent danger
- Attempt to incapacitate the shooter

- Act with physical aggression and attempt to incapacitate the shooter
- Use chairs, tables, or anything you can throw or hit the shooter with

DO NOT UNLOCK THE DOOR FOR ANYONE. Once the situation has been resolved, local police and university security officials will unlock the door and provide you with instructions. The police and campus security will coordinate the building's security once it is secure.

### **BASIC EMERGENCY ACTION PLAN—EARTHQUAKE**

This section of the BEAP will be activated when a sustained earthquake occurs.

Earthquakes occur without warning. Some earthquakes are instantaneous tremors and others are significant sustained events followed by aftershocks. Individuals should take emergency action immediately and additional actions will be implemented after the quake stops.

An earthquake may cause noticeable shaking of the ground and building. This shaking will vary in intensity (i.e., mild tremors to shaking sufficient to destroy buildings.).

When a significant earthquake occurs, occupants should immediately take cover. Suggested actions inside buildings that provide cover include the following:

- Getting under a desk or heavy table and hold on
- Kneeling in a corner of an interior wall with your head and face covered
- Standing in a doorway and bracing your hands and feet against each side
- Staying away from glass, bookshelves, and wall hangings

**NOTE:** Do not seek cover under laboratory tables or benches; chemicals could spill and harm personnel. Once the shaking has stopped, gather valuables and quickly leave the building. **DO NOT USE ELEVATORS.** All employees should gather at a predetermined location. Occupants who come into contact with a student or visitor should direct them to take appropriate actions. Any occupant that comes into contact with a physically disabled individual should assist that individual or take the individual to the nearest stairwell landing and seek assistance from an emergency responder outside the building. The building coordinator will conduct roll calls to ensure all employees are out of the building.

Be prepared for aftershocks. Although smaller than the main shock, aftershocks cause additional damage and may bring weakened structures down. Aftershocks can occur in the first hours, days, weeks, or even months after the quake. Follow the same procedures as for earthquakes.

If building occupants cannot be accounted for, the Building Emergency Coordinator may direct personnel to search for the missing people but instruct personnel **NOT TO RE-ENTER THE BUILDING.** The building emergency coordinator should call police or the Lindenwood Office of Public Safety and Security for assistance.

The Campus Facilities Office and local fire and police departments will consult and make a decision on whether employees can return to their workstations or be dismissed for the day. The building emergency coordinator will give direction to employees based on that decision.

### **BASIC EMERGENCY ACTION PLAN—FIRE**

This section of the Building Emergency Action Plan will be activated in the event of the following:

- Fire alarm activation
- Fire discovered by building occupant

Any faculty, staff, student, or visitor that becomes aware of a fire shall immediately activate the building fire alarm system. The fire alarm system will in turn notify all building occupants that a fire emergency exists.

This is accomplished through sounding an audible alarm and visually with a flashing light. The University Evacuation Policy mandates that the building shall immediately be evacuated. All faculty, staff, students, and visitors will regard any activation of a fire alarm as a true fire emergency unless there has been previous notification of the fire alarm system being tested.

The person activating the fire alarm shall contact Lindenwood Public Safety and Security or call 911 and advise authorities of the fire situation in the building.

All occupants will immediately evacuate the building utilizing the posted evacuation routes. Occupants may collect their valuables (purses, coats, etc.) if time permits and should close the door upon leaving. Any occupant who comes into contact with a student or visitor should direct the person to evacuate the building. Any occupant that comes into contact with a physically disabled individual should assist that individual from the building or to the nearest stairwell landing and seek assistance from an emergency responder outside the building. **DO NOT USE ELEVATORS.**

Only occupants trained to operate a fire extinguisher should make an attempt to extinguish the fire. Those who have not been trained shall immediately evacuate the building.

Only if the fire is very small, such as an incipient stage fire, should those trained occupants attempt to extinguish the fire. If the fire is not contained, involves flammable solvents, is spreading rapidly, is partially hidden behind a wall or ceiling, and cannot be reached from a standing position, or if it becomes difficult to breathe in the room, one should not attempt to extinguish the fire or should cease the attempt and immediately evacuate the building.

Once out of the building, all occupants should gather to be counted at a pre-determined location. The building emergency coordinator will conduct a roll call of employees to determine if everyone has vacated the building. No employee should leave the assembly area, either to re-enter the building or leave the campus, until advised to do so by the building emergency coordinator.

The building emergency coordinator will provide information to the police dispatcher, fire department, or any other emergency response agencies on the scene. This information may include, but is not limited to the following:

- Location of the fire
- Name and location of disabled individuals requiring evacuation assistance
- Status of the evacuation and personnel missing that may still be in the building
- Special hazards associated with the building

**DO NOT RE-ENTER THE BUILDING UNTIL FIRE OFFICIALS GIVE THE ALL-CLEAR SIGN.**

### **BASIC EMERGENCY ACTION PLAN—MEDICAL EMERGENCY**

Implement the BEAP for medical emergencies for any injury or illness that requires more than simple first aid.

Immediately contact the Lindenwood Office of Public Safety and Security and local police to report the emergency.

When reporting the emergency, provide the following information:

- Type of emergency
- Location of the victim
- Condition of the victim
- Any dangerous conditions

Designate a person to stand by outside the building to "flag down" the ambulance when it reaches the vicinity of the building.

Once the victim has been cared for and is transported, normal worker injury reporting procedures should be followed.

### **BASIC EMERGENCY ACTION PLAN—SEVERE WEATHER**

This section of the BEAP will be activated in the event of a severe weather situation.

This notification will advise building occupants of the type of warning (thunderstorm or tornado) and to implement the Emergency Action Plan—Severe Weather.

Once occupants have been notified of a THUNDERSTORM WARNING, they should take no other steps than to ensure that they are prepared if conditions deteriorate.

Once occupants have been notified of a TORNADO WARNING, they should gather their valuables and take cover in the nearest Severe Weather Shelter area in the building. Any occupant who comes into contact with a student or visitor should direct the person to take appropriate actions. Any occupant that comes into contact with a physically disabled individual should assist that individual to the Severe Weather Shelter areas. Office doors should be closed upon exiting. Building occupants should take cover in the areas determined safe.

The building emergency coordinator will conduct roll calls to ensure that all employees are in the shelter areas. If an employee is missing, the building coordinator will make a determination whether it is safe to search for the missing employee(s) and solicit others to locate them and direct them to the shelter areas.

If injuries or building damage occurs, notify local police (911) or call the Lindenwood Office of Public Safety and Security.

Once the warning period has expired, the building emergency coordinator will give the word for employees to return to their workstations or go home.

### **BASIC EMERGENCY ACTION PLAN—UTILITY OUTAGE**

This section of the Building Emergency Action Plan for power outage should be activated in the event of a utility outage.

Employees will become aware of utility outages by the obvious absence of that particular utility:

- No lights, computers not working - Electric
- Toilets won't flush, drinking fountains not working - Water
- Inability to place outgoing telephone calls - Telephone
- Building won't warm up during winter - Steam or Gas
- Building won't cool in summer - Electric or Chilled Water

The building emergency coordinator or other administrative staff should contact the Lindenwood University Office of Public Safety and Security to report the problem and obtain any available information.

While a power interruption does not usually cause emergencies within a facility or injuries to its employees, hazards may be created by outages. The building emergency coordinator in conjunction with campus authorities will determine the appropriate course of action. The building emergency coordinator should consider the following issues:

- Dangers from tripping and other injuries caused by a lack of lighting
- Personnel being trapped on elevators
- Dangers of extreme heat and cold on personnel
- Inability to contact responders if an emergency occurs while telephones are out
- Sanitation problems due to a water outage

The building emergency coordinator will make a decision regarding the continuance of work in the building during a utility interruption. Any occupant who comes into contact with a student or visitor should direct the person to take appropriate actions. Any occupant that comes into contact with visitors or students that are physically disabled should assist those individuals.

If laboratory research is underway during a utility interruption and the interruption will affect the research, the research should cease until the utility has been restored. Experiments, chemical processes, and operating of electric equipment should be stopped in a manner that would not cause additional problems.

If anyone is trapped on an elevator, immediately call Public Safety and Security for assistance.

### **BASIC EMERGENCY ACTION PLAN—WORKPLACE VIOLENCE, TERRORISM**

This section of the BEAP should be activated in the event any type of workplace violence or act of terrorism.

Building occupants will become aware of a violent act by the sounds of an explosion, gunfire, scuffling, or by observation of events that could only be intentional acts of violence. Anyone who observes these life-threatening acts should immediately seek shelter and call Public Safety and Security or 911.

The building emergency coordinator should attempt to communicate to everyone in the building that a perpetrator of workplace violence is in the building. This may be done by using several methods including telephone, e-mail, or word of mouth. Different types of workplace violence require different actions:

**Explosion**—If an explosion occurs, building occupants should leave the building using the same evacuation plan and procedures as they would for a fire.

**Threatening Phone Calls / Bomb Threat**—In the event that the facility receives a threatening phone call or bomb threat, the call receiver is to maintain an open line of communication with the caller for as long as possible. If possible, the call receiver is to complete the “Threatening Call/Bomb Threat Checklist,” Lindenwood security and local police are to be contacted as soon as possible.

**Gunfire**—If you become aware of gunfire occurring in the building, take refuge in a room that can be locked. The room should also provide limited visibility to anyone that is outside of it. Secure the door and hide under a desk, in a closet, or in the corner. **DO NOT UNLOCK THE DOOR FOR ANYONE.** Once the situation has been resolved, local police and university officials will unlock the door and provide you with instructions.

**Physical Threat**—If the actions of another person pose a physical threat to you, evacuate the area and report these actions to your supervisor. Contact Lindenwood Public Safety and Security.

**Toxic or Irritant Gas**—Immediately evacuate the building using the same evacuation plan and procedures as for a fire.

**Hostage Situation**—Immediately vacate the area or seek safe, secure shelter, take no chances of endangering the life of the hostage. Contact local police as soon as possible by dialing 911. In the event of injuries or a fire is caused by these events, advise the local police department.

The building emergency coordinator and Lindenwood University Office of Public Safety and Security will coordinate the building’s security once the incident commander releases the building. This group will also contact building occupants and advise them on when to return to work.

The building emergency coordinator will participate in any post-incident critique regarding the emergency.

Any occupant who comes into contact with a student or visitor should direct the person to take appropriate actions.

#### **ACTIONS TO TAKE AFTER THE EMERGENCY**

Once the emergency is over and the building has been returned to the occupant, the building emergency coordinator will determine if the building occupants should return to work or be released. If they are released, employees will be advised when to return to work.

The building emergency coordinator and Lindenwood Public Safety and Security will coordinate the building’s security once the incident commander releases the building. This group will also contact building occupants and advise them on when to return to work.

The building emergency coordinator will participate in any post-incident critique regarding the emergency.

The Building Emergency Coordinator will contact campus facilities officials regarding any property damage caused by the incident. In the event an employee is injured, normal worker injury reporting procedures should be followed.

## **APPENDIX K – TITLE IX SEXUAL HARASSMENT POLICY**

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Lindenwood University (the “university”) is required to comply with Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (“Title IX), which prohibits discrimination on the basis of sex in matters of admissions, housing, services, and in the university’s other educational programs and activities (collectively “programs and activities”) and in any aspect of the employment relationship. Sexual harassment (including sexual violence) that denies or limits a person’s ability to participate in or benefit from the university’s programs and activities or any aspect of the employment relationship is a form of prohibited discrimination.

The university does not condone and will not tolerate discriminatory sexual harassment and is committed to providing programs, activities, and an educational environment free from discriminatory sexual harassment.

The university will promptly and thoroughly investigate all complaints of sexual harassment in accordance with the procedures specified in this policy. In the event it is determined that discriminatory sexual harassment occurred, the university will take prompt and appropriate remedial action to prevent the discriminatory harassment, eliminate any hostile environment, prevent its recurrence, and correct the discriminatory effects on the victim and others, if applicable.

Persons found to be in violation of this policy will be subject to the full range of discipline, up to and including written reprimand, suspension, demotion, termination, or expulsion. Third-party vendors, suppliers, and visitors may be removed from university programs and/or prevented from returning to

campus. Remedial steps may include counseling for the complainant; academic, work, or living accommodations for the complainant; separation of the parties; changes of grade or academic record; and training for the respondent (the alleged perpetrator of the discrimination) and other persons.

The university affirms its responsibility to

- promptly and thoroughly investigate complaints of sexual harassment;
- promptly and effectively respond to discriminatory sexual harassment, especially sexual violence;
- take immediate steps to eliminate discriminatory sexual harassment, prevent its recurrence, and address its effects;
- and support all members of the university community with appropriate resources no matter their status as complainant or respondent.

The Title IX coordinator for the university is Ms. Tina N. Babel, 636-255-2279, [tbabel@lindenwood.edu](mailto:tbabel@lindenwood.edu), Roemer Hall Room 119.

Individuals wishing to make a complaint of sexual harassment may also contact the Office for Civil Rights, Chicago office, U.S. Department of Education, 500 W. Madison St., Suite 1475, Chicago, IL 6066, Tel: (312) 730-1560; Fax: (312) 730-1576; Web: [www2.ed.gov/about/offices/list/ocr/complaintintro.html](http://www2.ed.gov/about/offices/list/ocr/complaintintro.html).

## 1. INTRODUCTION

The educational mission of a university is to foster an open learning and working environment. Any form of intimidation or discrimination is antithetical to this mission. Thus, Lindenwood University is committed to providing faculty, staff, and students with an environment free from implicit and explicit coercive sexual behavior used to control, influence, or affect the well-being of any member of its community. No member of Lindenwood University may sexually harass another individual. Any form of sexual harassment is grounds for university disciplinary action. Sexual harassment also constitutes a violation of federal and state law.

This policy provides the campus community with the appropriate process for redressing individual grievances related to sexual harassment and other sexual offenses that occur to members of our community. Due to the sensitive nature of sexual offenses and the use of the same policy for all constituents, this procedure is slightly different than the procedure for hearing alleged violations of other policy violations. The university will provide a prompt and equitable resolution for all received complaints. While we make every effort to educate the community to prevent such behavior from occurring, we are also committed to providing support to those affected when it does occur.

## 2. PURPOSE

The procedures outlined in this policy are designed to achieve the following goals:

- provide prompt and compassionate support services;
- utilize a framework in which the needs and decisions of all parties concerned are central in determining further administrative response and assistance;

- create a campus environment that facilitates and expedites the prompt reporting of sexual assault, dating violence, and domestic violence (collectively referred to herein as “relationship violence”);
- cultivate a climate of community empowerment and education in which behaviors that contribute to sexual assault and relationship violence are not tolerated;
- ensure that appropriate steps are followed when sexual assault and relationship violence are reported;
- and protect the rights of the reporting party, the accused party, and other parties involved in or affected by the case.

### **3. PERSONNEL AFFECTED**

This policy applies to all behavior in which the accused party is a student. In the event the accused party is no longer subject to the university student conduct process or other university policies and procedures, the reporting party will be referred to the St. Charles Police Department. In the event the accused party is faculty, staff, or a non-university affiliated party, the reporting procedures and resources are the same as set forth in this policy, but the university’s investigation will be referred to the Office of Human Resources and conducted pursuant to the Title IX Sexual Harassment Policy.

### **4. SEXUAL OFFENSES**

#### **A. Definitions of Sexual Harassment and Sexual Violence**

##### **1. Sexual Harassment**

Sexual harassment is a particular type of harassment that consists of any unwelcome conduct of a sexual nature. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature. Some examples of sexual harassment may include, but are not limited to, pressure for a dating, romantic, or intimate relationship and may include any of the following:

- Unwelcome touching, kissing, hugging, or massaging
- Pressure for sexual activity
- Unnecessary references to parts of the body
- Sexual innuendos or sexual humor
- Obscene gestures
- Sexual graffiti, pictures, or posters
- Sexually explicit profanity
- Asking about, or telling about, sexual fantasies
- E-mail and Internet use that violates this policy
- Sex-based stalking
- Sexual bullying

Sexual harassment also includes sexual violence, as further defined and explained below.

Sexual harassment constitutes a form of prohibited discrimination when it denies or limits a person’s ability to participate in or benefit from the university’s programs and activities or any aspect of the employment relationship. Sexual harassment denies or limits a person’s ability to

participate in or benefit from the university's programs and activities or any aspect of the employment relationship when:

1. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any aspect of the university's programs and activities or employment;
2. Submission to or rejection of such conduct by a person is used as a basis for any decision adversely affecting such person with respect to the university's programs and activities or employment; or
3. Such conduct is severe or pervasive such that, considering all relevant circumstances, the conduct denies or limits a person's ability to participate in the university's programs and activities or any aspect of the employment relationship (a "hostile environment"). NOTE: Even a single incident of sexual violence may be sufficiently severe as to create a hostile environment and, thus, constitute discriminatory harassment.

## **2. Sexual Assault**

Sexual assault refers to engaging in any form of sexual contact or conduct with another without that person's clear, knowing, and voluntary consent. It is the responsibility of the person seeking to initiate sexual contact or conduct to affirmatively obtain such consent. It is not the responsibility of the intended recipient of such sexual contact to affirmatively deny such consent. For purposes of this policy, acts of sexual assault are classified into two categories: Level 1 and Level 2.

### ***Level 1***

A level 1 sexual assault refers to any sexual contact without consent and includes intentional touching, either of the victim or when the victim is forced to touch, directly or through clothing, another person's genitals, breasts, thighs, buttocks, or other intimate parts.

A student found responsible for a level 1 sexual assault may be suspended. Other sanctions may include, but are not limited to disciplinary probation, mandated counseling assessment, campus restrictions, educational sanctions, and expulsion. Other relevant factors may be considered in assigning sanctions, including the student's conduct history.

### ***Level 2***

A level 2 sexual assault refers to any attempted or actual sexual penetration of any kind without the person's consent. Examples include vaginal, oral, or anal penetration by fingers, genitals, or objects.

A student found responsible for a level 2 sexual assault may receive a long-term suspension or even expulsion from the university. Additional sanctions may include, but are not limited to, disciplinary probation, mandated counseling assessment, campus restrictions, and/or other educational sanctions. Other relevant factors may be considered in assigning sanctions, including the student's conduct history.

### **3. Sexual Violence**

Sexual violence is a form of sexual harassment. Sexual violence includes physical acts perpetrated against a person's will or where a person is incapable of giving consent because of his or her temporary or permanent mental or physical incapacity or because of his or her youth. To help the university community understand the concept of sexual violence, this policy identifies the following broad categories of sexual violence:

- **Non-Consensual Sexual Contact**

Non-consensual sexual contact is a form of sexual violence that consists of any intentional sexual touching, however slight, with any object, by a man or a woman upon a man or a woman that is without consent and/or by force. Sexual contact includes intentional contact with the breasts, buttock, groin, or genitals by any object, touching another with any of these body parts, or making another touch you or him/herself with or on any of these body parts; also included is any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth, or other orifice.

- **Non-Consensual Sexual Intercourse**

Non-consensual sexual intercourse is a form of sexual violence that consists of any sexual penetration, however slight, of the vagina, anus, or mouth by a man or woman of a man or a woman without consent and/or by force. Intercourse includes vaginal penetration by a penis, anal penetration by a penis, and oral copulation (mouth to genital contact or genital to mouth contact), no matter how slight the penetration or contact.

- **Sexual Exploitation**

Sexual exploitation is a form of sexual violence that occurs when a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and, not necessarily constituting one of other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to invasion of sexual privacy, prostituting another student, non-consensual video or audio taping of sexual activity, going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual sex), engaging in voyeurism, knowingly transmitting a sexually transmitted disease (such as HIV), exposing one's genitals in non-consensual circumstances, and inducing another to expose his/her genitals.

### **4. Dating Violence**

Dating Violence refers to violence by a person who has been in a romantic or intimate relationship with the victim. Whether a relationship exists will depend on the length, type, and frequency of interaction. Any report of dating violence will be addressed under all applicable policy violations and may result in disciplinary action similar to the sanctions described in level one sexual assault.

## 5. Domestic Violence

Domestic violence refers to the violence committed by a current or former spouse or intimate partner, a current or former cohabitant, a person with whom the victim shares a child in common, a person similarly situated to a spouse under domestic or family violence law, or anyone else protected under domestic or family violence law. Any report of domestic violence will be addressed under all applicable policy violations and may result in disciplinary action similarly to the sanctions described in level one sexual assault.

### B. Definition of Consent

Consent is an affirmative, conscious decision—indicated clearly by words (e.g., saying “yes”) or actions—to engage in mutually acceptable sexual activity. A verbal “no,” even if perceived to be indecisive, constitutes a lack of consent.

- The person initiating sexual contact must have the other person’s consent. Sexual contact without consent is sexual assault.
- Consent may not be inferred from silence or passivity.
- It is the responsibility of the person initiating the sexual activity to obtain the other party’s consent throughout the duration of the sexual activity. Consent to one form of sexual activity does not imply consent to other forms of sexual activity.
- Consent may be withdrawn at any time.
- Consent must be given freely, willingly, and knowingly by each participant to any desired sexual contact.
- A person is not able to give valid consent in the following situations:
  - When the individual is incapacitated because of alcohol or other drugs; an individual who is incapacitated cannot consent to sexual activity. An individual is incapacitated if he/she is physically helpless, unconscious, or unaware due to drug or alcohol consumption (voluntarily or involuntarily) or for some other reason. Where alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. Some indicators of incapacitation may include, but are not limited to, lack of control over physical movements, being unaware of circumstances or surroundings, or being unable to communicate for any reason.
  - When the individual is sleeping or unconscious.
- In some situations, an individual’s ability to freely, willingly, and knowingly consent is taken away by another person or circumstance. Examples include, but are not limited to
  - When an individual is physically forced to participate.
  - When an individual is intimidated, coerced, threatened—even a perceived threat—isolated, or confined.
- A person violates the Title IX sexual harassment policy if he or she has sexual contact with someone he or she knows, or should know, to be mentally incapacitated or has reached the degree of intoxication that results in incapacitation. The test of whether an individual should know about another’s incapacitation is whether a reasonable, sober person would know about the incapacitation. An accused student cannot rebut a sexual misconduct charge merely by asserting that he or she was drunk or otherwise impaired and, as a result,

did not know that the other person was incapacitated. Alcohol, drugs, or other intoxicants do not dismiss the responsibility of an individual to obtain valid consent.

- Consent cannot be inferred from a current or previous dating or sexual relationship.
- Consent cannot be inferred from an individual's attire or physical appearance.
- Consent cannot be inferred from an individual's offer, acceptance, or participation in any form of non-physical sexual activity (e.g. social media forums, date/outing.)
- Conduct will be considered "without consent" if no clear consent, verbal or nonverbal, is given.

### **C. Additional Applicable Definitions**

#### **1. Accused Party**

Accused party refers to any individual who is identified by a reporting party as the perpetrator of a sexual assault.

#### **2. Force**

Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that overcome resistance or produce consent ("Have sex with me or I'll hit you." "Okay, don't hit me. I'll do what you want.") or lying on top of a victim to prevent her/him from being able to move).

#### **3. Coercion**

Coercion is unreasonable pressure for sexual activity. When someone makes clear to you that she/he does not want sex, wants to stop, or does not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive. ("You'd better have sex with me or I'll make sure you never get into another fraternity social again/tell people you are a whore/tell people you have an STD.")

#### **4. Mental or Physical Incapacitation or Impairment**

Mental or physical incapacitation or impairment occurs when a person cannot make rational and reasonable decisions. In other words, the person is unable to understand the "who, what, when, where, why, and how" of his/her sexual interaction and, as a result, cannot give effective consent. A person may be mentally or physical incapacitated because of

- Intoxication due to alcohol or drug use
- A mental illness, intellectual disability, or physical disability
- Sleep or sleep deprivation
- Involuntary physical restraint

A person is also mentally and/or physical incapacitated if the person has been given the "date rape drug" or similar substance, such as Rohypnol, Ketamine, GHB, or Burundanga. Administering such drugs to another student is a crime, constitutes a violation of this policy, and renders the victim incapable of giving consent to any form of

sexual activity. More information on these and similar drugs is available at [www.911rape.org](http://www.911rape.org).

## **5. Reporting Contact**

This section refers to individuals or offices of the university who have been designated to receive reports of sexual assault or relationship violence. While a student or employee is encouraged to report an incident to a person of her/his choice, the university has designated the following reporting contacts to receive reports of sexual assault or relationship violence. The designated reporting contacts have been trained to make the reporting party aware of available options and alternatives, to aid the reporting party in making an informed decision as to a course of action, and to enable the reporting party to follow through in that decision. The designated reporting contacts are

- Public Safety and Security Office (636.949.4911). If the incident requires immediate emergency attention, contact the St. Charles Police Department at 636-949-3300 or 911.
- Title IX Coordinator, Ms. Tina N. Babel, 636-255-2279, [tbabel@lindenwood.edu](mailto:tbabel@lindenwood.edu), Roemer Hall Room 119.

## **6. Reporting Party**

Reporting party refers to any individual who makes a report about an incident involving sexual assault or relationship violence. A reporting party does not need to be a victim of sexual assault or relationship violence and may act as a third party to file a report on a student's behalf. To avoid confusion, however, in most contexts within this policy, "reporting party" refers to the person who has experienced the sexual assault.

## **7. Stalking**

Stalking is when any person purposely and repeatedly engages in an unwanted course of conduct that would cause a reasonable person to fear for his, her, or others' safety or to suffer substantial emotional distress. Stalking is a form of sexual harassment and is prohibited by the university's Title IX Sexual Harassment Policy and Student Code of Conduct. Such harassment can be either physical stalking or cyber stalking. Stalking may present a safety concern. Reports of stalking should be directed to Public Safety & Security Office or another reporting contact.

## **8. Title IX Coordinator**

This term refers to the person responsible for overseeing all sex discrimination, sexual harassment, and sexual assault and relationship violence complaints at the university. The Title IX coordinator is also responsible for conducting an annual report and review of all complaints to identify and address any patterns or systemic problems within the university community.

## **5. REPORTING PROCEDURES**

All members of the university community have the right and option to choose whether or not to report alleged sexual harassment (including sexual violence, even if off-campus) that has been committed against them. However, the university strongly encourages victims of sexual harassment to file a complaint with the university in the manner set forth below. To ensure that

the university can promptly investigate and redress discrimination, the university requests that complaints of the alleged sexual harassment are made in a timely manner.

In the event that a sexual offense occurs on campus (or to a member of the Lindenwood University community—even if off-campus), the incident should be reported to the dean of students and/or the Office of Public Safety & Security. When contacted first, Public Safety will automatically contact the dean of students. If the dean of students is contacted first, he/she will automatically contact Public Safety when the alleged offense constitutes a crime (or at the request of the alleged victim), to provide general details of the incident.

These people are trained to provide assistance in making decisions about pursuing medical attention, counseling/support services, filing campus disciplinary procedures, preserving evidence, and filing criminal and/or civil charges. In cases where the alleged perpetrator poses a perceived threat to the campus community, the dean of students and Office of Public Safety & Security may work with the appropriate administrators to issue a temporary ban from or restricted access to campus for that person.

Behaviors defined above, such as stalking or sexual assault, constitute potential criminal acts that could be grounds for criminal and/or civil action. Lindenwood University, therefore, encourages the accurate and prompt reporting of these behaviors to the Public Safety Office and/or the St. Charles Police Department (SCPD).

In cases where individuals are interested in pursuing criminal and/or civil charges, it is especially important to work with these offices so that statements can be taken and evidence can be collected immediately. A person who has experienced sexual intrusion or sexual penetration is encouraged to seek medical attention immediately. A medical examination can identify any internal trauma, test for sexually transmitted diseases, as well as obtain appropriate medical evidence, should the person choose to pursue legal charges at some later date.

The dean of students can assist the victim in understanding options related to pressing civil and/or criminal charges as well as the process of working with the Office of Public Safety & Security and/or the St. Charles Police Department. Public Safety can be reached at 636-949-4911.

Once a verbal report is made to a responsible employee (non-counselor), the employee must report the incident to the Title IX coordinator. If the complainant requests confidentiality or asks that the complaint not be pursued, the university will take all reasonable steps to investigate and respond to the complaint consistent with the complainant's wishes. However, the university must evaluate that request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. The university will inform the complainant if it may not be able to ensure confidentiality. Even if the university cannot take disciplinary action against the alleged perpetrator because the complainant insists on confidentiality, the university must pursue other steps to limit the effects of the alleged offense and do what it can to prevent its recurrence.

## **Clery Act**

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”) requires the university to compile and report information on certain crimes, including certain types of sexual violence. The Clery Act also requires the university to issue “timely warnings” in certain circumstances. Consistent with the Clery Act, certain university administrators, faculty, and staff are required to report information on certain types of sexual violence to the university Office of Public Safety & Security. The Public Safety & Security Office will assess the information provided to determine whether there is an on-going threat present and, if so, will initiate any required “timely warning.”

### **A. Filing a Complaint**

If the alleged victim wishes to file a campus complaint against the alleged perpetrator, the case will be referred to the appropriate administrator (or his/her designee).

When the accused is a student, the appropriate administrator is the dean of students. When the accused is a faculty or staff member, the appropriate administrator is the vice president for human resources. When the accused is a member of the senior administrative council, a report should be made to the president of the university.

On receipt of a report of an alleged sexual offense, the appropriate administrator, as defined above, consults with Public Safety to determine whether there is a threat to the alleged victim or the campus community. If the administrator determines a threat exists, the following actions may result (when reasonably available) pending a hearing: restriction of campus access, change in living or academic arrangements, or temporary ban from campus.

The complainant may file a verbal or written complaint to the appropriate administrator.

The verbal or written statement should outline the details of and circumstances surrounding the alleged offense and the name of the accused. This statement will serve as the basis for the official complaint.

The administrator informs the accused that a complaint has been filed. The accused is informed of all rights under the sexual offense policy and is invited to submit a written response to the administrator within 72 hours. The administrator informs the parties of their rights to have the matter decided through the informal resolution, pursuant to Section 9, C.

Should either party refuse to resolve the matter informally, the dean of students then notifies the vice president for student development so that a formal hearing may be scheduled. The hearing shall take place not more than 10 working days after completion of the investigation.

#### **1. Formal Complaint**

A formal complaint may be filed with any of the reporting contacts described above. When a formal complaint is received, the university will investigate the incident based on the information provided and determine an appropriate response, in consultation with the reporting party. The investigation, conducted in consultation with the Title IX coordinator, will be prompt, thorough, and impartial. In filing a formal complaint, the

reporting party may choose to pursue the university’s conduct process, as described below, though there is no obligation to do so. While the reporting party is not obligated to participate in the conduct process, the university can still pursue the conduct process if enough information is available.

**2. Criminal Report**

A criminal report may be filed with the St. Charles Police Department or appropriate jurisdiction. The Public Safety and Security Office is available to provide assistance with contacting the St. Charles Police Department or other appropriate jurisdiction. An individual may file a report with both the university and the St. Charles Police Department or other appropriate jurisdiction as the systems operate independently. If the complainant chooses to file a complaint with local law enforcement, the university will comply with law enforcement agency requests for cooperation.

**B. Confidentiality**

The university seeks to handle all complaints of sexual harassment with discretion. This means the university will make all reasonable and appropriate efforts to preserve a complainant’s privacy and to protect the confidentiality of information when investigating and resolving a complaint. However, because of laws relating to reporting and other state and federal laws, the university cannot guarantee confidentiality to those who make complaints of sexual harassment.

In the event a person files a complaint and requests confidentiality, or asks that the complaint not be investigated, the university will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation. If a complainant insists that his or her name not be disclosed to the alleged perpetrator, the university’s ability to respond may be limited. The university reserves the right to initiate an investigation despite a complainant’s request for confidentiality in limited circumstances involving serious or repeated discrimination or where the alleged perpetrator may pose a continuing threat to the university community.

NOTE: All university personnel, regardless of the wishes of a complainant, are required to report sexual abuse of children. A “child,” for purposes of mandatory reporting, is a person under the age of 18. All reports of sexual abuse of children will be reported and referred to local and state authorities for investigation.

Anyone who wishes to have a confidential conversation regarding sexual harassment that does not constitute a formal complaint, and which will not result in an investigation, may contact one of the following individuals from University Counseling Services:

<b>Department</b>	<b>Phone</b>
Student Counseling & Resource Services	(636) 627-2928
Student Health Center	(636) 949-4804

Local hospitals also have counselors who can provide confidential counseling regarding sexual violence. Conversations with these counselors are confidential and are not reported to the university without a person’s consent. These hospitals include:

Name	Address	Telephone
St. Joseph Hospital: St. Charles(closest to campus)	300 1st Capitol Dr. St Charles, MO 63301	Main: (636) 947-5000 ER: (636) 669-2211
Barnes-Jewish St. Peters Hospital	10 Hospital Dr. St Peters, MO 63376	Main: (636) 916-9000 ER: (636) 916.9630
St John's Mercy	607 S New Ballas Rd St Louis, MO 63141	Main: (314) 251-6000 ER: (314) 251-6090

### C. Special Guidance to Victims of Sexual Violence

Most acts of sexual violence are committed by a person whom the victim knows and involve the use of alcohol and/or drugs by the victim, the offender, or both. In some instances, a victim will not be able to immediately understand what has happened and may be unsure if she/she was the victim of sexual violence. Several types of sexual violence—including non-consensual sexual intercourse—are significantly underreported crimes and can impact a victim for years. The university encourages any person who believes she/he may be a victim of sexual violence to contact local law enforcement and file a complaint with the university. The St. Charles Police Department may be contacted at (636) 949- 3300. Such persons may also contact the Lindenwood University Public Safety& Security Office at (636) 949-4911, which will assist the person in notifying the appropriate law enforcement authorities. In case of emergency, a person should always dial 911.

If you have been a victim of sexual violence by someone you know OR by a stranger, **do not wash or change clothes**, as valuable evidence could be lost. While sexual violence committed by strangers is far less common, collection of hair, fibers, semen, saliva, and anything containing DNA can be helpful in solving the case. Collection of physical evidence will allow the investigators to gather important information should the victim later change his/her mind. When a victim of sexual violence contacts local law enforcement, a sex crimes unit may be contacted to assist in the investigation. If a student victim so requests, a representative from the Office of Student Development will provide support during the investigation of the incident by local law enforcement. Any person who chooses to file a report with law enforcement **may also** file a complaint under this policy.

If a student victim of sexual violence is uncomfortable directly contacting local law enforcement or the university Public Safety & Security Office, the student may contact any of the individuals designated in Section 5 to receive student complaints of sexual harassment. Such persons will assist the student in contacting local law enforcement.

University Counseling Services and several local hospitals have counselors available to assist victims of sexual violence. Contact information for these resources is set forth above in Section

5. In addition, victims of sexual violence may contact the rape hotline offered by Women's Support & Community Services at (314) 531-2003 or (314) 531-7213. NOTE: Women's Support & Community Services is not affiliated with the university and will not forward a complaint of sexual violence to the university without the victim's consent.

#### **D. FERPA**

FERPA limits the extent to which the university may disclose personally-identifiable information in student records. Whenever it is necessary to comply with FERPA, the university reserves the right to redact or limit information provided under this policy. To the extent any portion of this policy is inconsistent with FERPA, the university will follow FERPA.

### **6. UNIVERSITY'S RESPONSE TO INCIDENTS**

The dean of students is designated by the university as a resource person for all students, faculty, and staff who believe they have experienced sexual harassment or a sexual offense. This staff member can be contacted through the Office of Student Development. The dean of students is available to assist campus community members with the following areas of concern.

- The dean of students has training in crisis intervention and support techniques and provides emotional, medical, and/or judicial support either directly or through on- or off-campus referral.
- The dean of students informs the person of all rights under the Title IX Sexual Harassment Policy and provides procedural information and support as needed. The advocate (a person deemed by the victim) also works with public safety officers when necessary to advise the person regarding options available for filing civil and/or criminal charges related to the offense. Those who believe they have experienced a sexual offense may also report the offense directly to the Office of Public Safety & Security or to the appropriate senior administrator (as defined below).

#### **Federal Campus Sexual Assault Victim's Bill of Rights Act**

1992 Amendment to Clery Act (20 U.S.C. § 1092(f)) provides that a victim of sexual assault has the following rights:

- The right to be treated with dignity and have accusation treated seriously
- The right to notify law enforcement and be free from pressure not to report
- The right to be free from suggestion that accuser is somehow responsible
- The right to be made aware of and assisted with testing for diseases
- The right to counseling services
- The right to have steps taken to minimize contact with accused, including changing academic and living situations
- The right to be free from intimidation in campus housing/accommodations
- The same right as the accused to have others present
- Right to notification of outcome of any disciplinary proceeding

## **A. Investigation of a Complaint**

All complaints of sexual harassment (including sexual violence) will be immediately and thoroughly investigated by the appropriate administrator or his/her designee (the "investigator"). When the complainant or respondent is a student, the appropriate administrator is the dean of students. In all other cases, the appropriate administrator is the vice president for human resources.

The investigator shall be familiar with this policy and the appropriate sanctions that might be imposed against the respondent in the event that discriminatory sexual harassment is found to have occurred. The investigator shall discharge his or her obligations fairly and impartially. In the event the investigator develops a conflict of interest with respect to the persons involved in a complaint, a new investigator will be appointed. During the investigation, the investigator may receive counsel from officers/supervisors of the university, the university's attorneys, and other parties as needed.

Upon receipt of a complaint, the investigator will immediately consult with the director of Public Safety & Security (or his/her designee) to determine whether there is a continuing threat to the complainant or to the campus community. If it is determined a threat exists, the university reserves the right to take appropriate measures to protect the safety of the complainant and/or the university community. The university may also issue a "timely warning" under the Clery Act. Pending the outcome of the investigation, the university will also take appropriate interim measures to protect the complainant from further sexual harassment and retaliation. Such measures may include, but are not limited to, modification of living arrangements, change in class schedule, restriction of campus access by the alleged perpetrator, temporary ban from campus or interim suspension from campus of the alleged perpetrator pending a hearing, no-contact orders, and reporting of the matter to local law enforcement. These interim steps will be taken promptly and at no cost to the complainant, and the university will continue to take these steps if sexual violence is found to have occurred.

The investigator will commence an investigation of the complaint as soon as practicable, but not more than seven days after the complaint is made. As the first step in the investigation, the investigator will notify the respondent that a complaint has been filed. The investigator shall endeavor to complete the investigation within 25 days of receiving it unless a reasonable justification can be made for additional time.

During the investigation, the complainant will have the opportunity to describe his or her allegations and identify supporting witnesses or other evidence. The respondent will have the opportunity to respond to the allegations and identify supporting witnesses or other evidence. The investigator will review statements and, depending on the circumstances, may interview others with relevant knowledge, review documentary materials, and take any other appropriate action to gather and consider information relevant to the complaint. All parties and witnesses involved in the investigation are expected to cooperate and provide complete and truthful information.

During the investigation, the investigator shall maintain communication with both the complainant and respondent and advise them of the status of the investigation. The university will work to provide a prompt and equitable resolution of the complaint.

## **B. Timing**

The university will endeavor to conclude the investigation, determination, and appeal process within 60 calendar days of receiving a complaint. The entire process will exceed 60 calendar days only if a reasonable justification can be made for the delay.

## **C. Concurrent University Investigation and Criminal Investigation**

Some instances of sexual violence may also constitute criminal conduct. In such instances, the complainant is also encouraged to file a report with local law enforcement and, if requested, the university will assist the complainant in doing so (see Section 5). The pendency of a criminal investigation, however, does not relieve the university of its Obligation to investigate sexual harassment. Therefore, to the extent doing so does not interfere with any criminal investigation, the university will proceed with its own investigation and resolution of the complaint despite the pendency of a criminal investigation. If necessary to avoid interfering with a pending criminal investigation, the university will delay its own investigation but only as long as reasonably necessary to avoid interfering with the pending criminal investigation.

NOTE: The standards for finding a violation of criminal law are different from the standards for finding a violation of this policy (i.e., “beyond a reasonable doubt” in criminal cases versus “more likely than not” for purposes of this policy). As a result, the outcome of any criminal proceeding is not necessarily determinative of whether a violation of this policy has occurred.

## **D. Exclusive Means of Resolution**

This is the exclusive means of resolving complaints of sexual harassment (including sexual violence). To the extent there are any inconsistencies between this policy and other university policies and procedures, the Title IX Sexual Harassment Policy will control the resolution of complaints alleging sexual harassment.

## **E. Documentation**

Throughout all stages of the investigation, determination, and appeal, the investigator, and person resolving the appeal as the case may be, are responsible for maintaining documentation of the investigation, determination, and appeal, including documentation of all proceedings conducted under these procedures, which may include written statements, documentary evidence, written findings of fact, transcripts, and audio recordings.

## **7. DETERMINATION OF A COMPLAINT**

Procedures for determining a complaint differ depending on whether the respondent is a student or another member of the university community.

Sexual Offense Investigation Procedure - If a sexual offense has been reported to any official listed in this policy, the following action will be taken:

- Once the incident has been reported, the party receiving the complaint will notify the university officials that need to be involved.

- An investigating officer will be assigned to speak to the victim and any possible witnesses to the offense.
- At the initial meeting with the victim, the investigating officer will determine if the victim wants to notify the local police authorities.
- The respondent will be notified by the investigating office within seven days of the initial complaint.
- The investigating officer will complete his/her investigation within 25 days of the initial complaint and provide a copy of that report to the dean of students for disciplinary action if so warranted.
- If a sanction is administered to the respondent, that person will have 10 calendar days to appeal the decision in writing to the vice president for student development.

#### **A. The Hearing**

Hearings are confidential and closed to all but the principals of the case. At the discretion of the dean of students, a transcript may be kept in audio recorded or written form. The recording and transcript are the property of the university. Students are not permitted to tape or otherwise record the proceedings. Transcripts will be kept by the appropriate administrator and may be reviewed but not copied or removed from the administrator's office.

The accused must not be presumed “guilty” (or “responsible”). Instead, guilt or responsibility must be established by a “preponderance of the evidence” (e.g., “more likely than not”) standard. The dean of students’ decision in this regard requires a conscientious and rational judgment on the whole record. “Preponderance” means more than half. If, for example, the dean of students concludes that the evidence—considered overall—weighs equally on both sides, the preponderance standard has not been met and the charges have not been proven.

If the respondent does not personally appear at the hearing, the fact that the respondent has been duly notified of the time and date of the hearing shall be verified by the dean of students. If it is determined that due notification was given, the hearing shall continue in the respondent’s absence. If it is determined that due notification was not given, the hearing will be adjourned and rescheduled, with due notification given to the respondent of the new date and time.

After the dean of students explains the alleged violations, the investigator will present to the dean of students the written statements and documentary evidence gathered during the investigation. During this presentation of evidence, the investigator is not to serve as an advocate for either party. Rather, the investigator’s purpose is to objectively present the written statements and documentary evidence for evaluation by the dean of students.

After the investigator presents the written statements and documentary evidence gathered during the investigation, and in his or her discretion, the dean of students may call for testimony and question any of the witnesses identified by investigator during the investigation.

After the dean of students hears testimony from any witnesses identified by the investigator during the investigation, the complainant may present his or her opening statement, and the hearing process will continue, except that the complainant and respondent will not be permitted to directly question each other. Rather, the complainant and respondent will submit questions to the dean of students, who will directly question the party.

Both the complainant and the respondent have equal opportunity to have a representative of their choice at the hearing, and equal restrictions apply to the ability of representatives to speak or otherwise participate during the hearing.

After the dean of students has reviewed all of the written statements, documentary evidence, live testimony, and the statements and testimony of the complainant and respondent, the dean of students shall deliberate. The dean of students shall resolve the disputed material facts based on a preponderance of the evidence standard (more likely than not to have occurred) and recommend discipline and remedial measures if warranted. The dean of students' deliberation shall be completed within seven days of the close of the evidence.

After the dean of students' deliberations are complete, the dean of students will prepare and issue a decision letter in the manner set forth below. The determination letter will be issued by the dean of students no later than five days after the dean of students' deliberations are complete.

### The Decision Letter

At the conclusion of the determination process, the dean of students will prepare a written decision letter, which will be provided to the parties and the appropriate officer of the university having jurisdiction over the respondent.

The decision letter will identify findings of fact determined by a preponderance of the evidence and determine whether a violation of this policy has occurred—i.e., whether the respondent engaged in discriminatory sexual harassment. If it is determined that a violation of this policy occurred, the decision letter will also state the disciplinary and remedial measures to be taken. In determining what disciplinary and remedial measures should ultimately be imposed, the dean of students may consult with the Title IX coordinator, the appropriate university official having jurisdiction over the respondent, and the university's legal counsel, as necessary. If discipline is imposed, the decision letter will become a part of the respondent's student file. NOTE: Portions of the decision letter concerning discipline and/or remediation may be redacted as required by federal law, including the Family Educational Rights and Privacy Act ("FERPA").

NOTE: The university reserves the right to impose discipline for conduct that does not rise to the level of discriminatory harassment but that still violates other university policies, including the Student Code of Conduct.

**B. Determination Procedures if the Respondent is a Student**

When the respondent is a student, the complaint will be determined by the dean of students hearing process set forth in Section A, as modified by this policy, unless the complainant and respondent both voluntarily agree to use the determination procedures for non-students.

**NOTE:** The dean of students hearing process is only used when the respondent is a current student at the time of the determination. In the event the respondent was a student at the time of the alleged misconduct and is no longer a student at the time of the determination procedures, the determination procedures for non-students will apply.

To ensure coordination at the commencement of an investigation, the investigator will notify the dean of students that a complaint has been filed. The dean of students will then promptly notify the respondent. The investigator will then complete the investigation, and within five days of completing the investigation, the investigator will notify the dean of students and the parties that the investigation is complete.

If the investigator determines that there are no genuinely disputed material facts, the notification that the investigation is complete will be accompanied by a written statement of undisputed material facts, which shall be provided to the dean of students and the parties. The dean of students will review the statement of undisputed material facts and determine whether the undisputed material facts establish a violation of this policy. Thereafter, the dean of students will prepare and issue a decision letter in the manner set forth below. The decision letter shall be issued by the dean of students no later than seven days after the investigator delivers the notification that the investigation is complete.

If the investigator determines that there are genuine material disputes of facts, the notification that the investigation is complete will be accompanied by a written statement of disputed material facts requiring resolution, which shall be provided to the dean of students and the parties. The dean of students will then schedule the hearing to take place within 10 days. The purpose of the hearing is to resolve the disputed material facts requiring resolution.

**C. Determination Procedures if the Respondent is not a Student**

Where the respondent is not a student, within 10 days of the conclusion of the investigation, the investigator will issue a written report determining the complaint. The written report shall be provided to the parties and the appropriate officer/supervisor of the university having jurisdiction over the respondent.

The written report will summarize the scope of the investigation, identify findings of fact determined by a preponderance of the evidence, and determine whether a violation of this policy occurred—i.e., whether the respondent engaged in discriminatory sexual harassment. If it is determined that a violation of this policy occurred, the written report will also determine the remedial measures to be taken and recommend disciplinary measures. In determining what remedial and disciplinary measures should ultimately be imposed, the investigator may consult with the Title IX coordinator, the appropriate university official having jurisdiction over the respondent, and the university's legal

counsel as necessary. Discipline will be imposed by the appropriate officer/supervisor of the university having jurisdiction over the respondent and in accordance with the university's Employee Handbook. If discipline is imposed, this report will become a part of the personnel file of the respondent, if applicable.

NOTE: The university reserves the right to impose discipline for conduct that does not rise to the level of discriminatory harassment but that still violates other university policies included in the Employee Handbook.

## **8. CONFIDENTIALITY & NON-RETALIATION STATEMENT**

The university will treat information that it receives in a manner that respects both the reporting party and the accused party. Recognizing that sexual assault and relationship violence can include criminal acts that violate the security of the entire campus community, there may be instances where the university has a responsibility to investigate or disclose information regarding the circumstances related to a specific incident. Campus and reporting party safety considerations will be balanced with the privacy interests of all involved, as well as the applicable legal requirements, when making decisions regarding such investigations and disclosures.

The university's ability to act to protect the interests of the reporting party and other students is limited by the information provided to it. The university's ability to respond to a report of sexual assault or relationship violence may be limited if the reporting party insists that his or her name or other identifiable information not be disclosed. The university will evaluate a request for anonymity in the context of its responsibility to provide a safe and non-discriminatory environment for the campus community. Additionally, while the reporting party is under no obligation to reveal the identity of the accused party, the reporting party will be encouraged to do so in the interest of protecting all members of the university community and preventing future incidents of sexual assault.

The university seeks to respect the privacy of all parties.

### **A. Retaliation**

The university will not retaliate or permit retaliation against any student, faculty member, or staff member who makes a report of sexual assault, or relationship violence, participates in an investigation related to a report of sexual assault or relationship violence, or participates in any hearing or appeal process related to a report of a sexual assault or relationship violence. Retaliation is a serious violation of this policy. Retaliation not only harms the individuals directly affected by it but also undermines the confidence of others in a fair complaint resolution process. Any person found to have retaliated against another individual involved in an investigation under this policy shall be subject to appropriate disciplinary action, up to and including written reprimand, suspension, demotion, termination, or expulsion. Any person who believes he or she has been retaliated against in violation of this policy should report this incident to the Title IX Coordinator or a designated Reporting Contact, and that report may be subject to the same investigation, hearing, and appeal process as set forth above.

## 9. OVERVIEW OF STUDENT CONDUCT PROCESS

### A. Rights of the Parties During Investigation and Determination of a Complaint

During the investigation and resolution of a complaint, the complainant and respondent shall have equal rights. They include

- Being notified regarding investigation procedures, formal resolution procedures, and information resolution procedures
- In the case of a student complainant or student respondent, the right to have a support person of his or her choosing present at the hearing
- Similar and timely access to written statements and other evidence considered in the determination of the complaint
- The right to testify in writing, verbally, or both
- The right to identify and have considered the testimony of a reasonable number of witnesses
- The right to identify and have considered written evidence
- Equal access to review and comment upon any information independently developed by the investigator
- The right to receive written notice of the determination of the complaint
- The right to appeal

### B. Amnesty

The acknowledgment of use of alcohol or drugs in violation of the Student Code of Conduct by a person making a complaint of sexual harassment shall not be a basis for a separate charge of misconduct against the student.

### C. Informal Resolution

After a complaint has been filed, the complainant and respondent may elect to resolve the complaint through information resolution, such as mediation with a conduct officer, in lieu of the formal determination process. Informal means of resolution may only be used with the complainant and respondents' voluntary cooperation and in coordination with the investigator. In no case will a complainant be required to "work out" the problem with the respondent. Moreover, either the complainant or the respondent may terminate informal means of resolution at any time. However, informal means will never be used, even on a voluntary basis, to resolve a complaint of sexual violence.

## 10. APPEAL PROCEDURES

### Grounds for appeals

- Procedural error
- New evidence
- Excessive sanction

### Limits of appeal and sequence of appeal

The act of filing an appeal usually postpones the action required by the initial decision until the appeal process is completed, unless the administrator determines that postponement of the sanction may result in a serious threat to the university community.

Either the complainant or the accused may appeal the decision to the next highest administrator based on one or more of the criteria cited above. The appeal must be written and addressed to the appropriate next highest administrator (the vice president for student development for

students, the provost for faculty/staff, and the chairman of the Board of Trustees for senior cabinet members) no more than 10 calendar days after written notification of the deciding administrator's decision. An extension of this deadline may be requested in writing to the dean of students (for students) or vice president for human resources (for employees) to accommodate periods of university recess or for other extenuating circumstances. The individual seeking the appeal must indicate, in writing, the specific basis or reasons for his or her appeal. The appeal statement should include the following: name, ID number, address, phone number, reason for appeal (see above), and appropriate information regarding why the appeal should be granted. The letter should be of sufficient detail to stand on its own without accompanying testimony to permit the evaluation of the merit of the grounds for appeal. For example, if there were procedural errors, the errors should be identified and it should be noted what effect those errors had on the outcome of the case. If there is new evidence, the nature of that evidence and the potential effect on the outcome of the case should be noted. If the sanction is perceived to be excessive, one should note why she or he believes the sanction was excessive and should suggest a more reasonable sanction.

The administrator shall consider the written statement of appeal and recommend action to be taken within 10 working days. The decision will be either

- To uphold the decision of the administrator, or
- To overturn the decision and reach a new decision.

**Note:** The decision of the administrator is final.

The individuals involved will receive written notification of the decision from the appropriate administrator. If the result of the appeal is an order for a rehearing, the hearing procedures described above shall apply.

## **11. EDUCATIONAL PROGRAMS**

### **A. Crime Prevention & Safety Programs**

#### **Sexual Assault Prevention Programs**

Sexual assaults continue to be a very serious problem facing many campuses today as the crime often goes underreported. The university offers several programs dealing with issues of sexual assault prevention (listed above). During orientation, the orientation leaders speak to incoming students about the issues of sexual assault, alcohol abuse, domestic violence, etc. In addition, the Health & Wellness Center and Personal Counseling Center provides several programs throughout the year that deal with sexual assault prevention. The St. Charles Police Department discusses issues of sexual assault, acquaintance rape, and other forcible and non-forcible sex offenses and how not to become a victim of these crimes.

#### **Faculty & Staff meetings**

Meetings are held when needed to inform employees on updated security policies and security measures. Members of public safety are available to assist any individual or group in planning, presenting, and coordinating programs of interest or concern. To get more information, please contact the director of Public Safety & Security at 636-949-4987 or the direct security line at 636-949-4911.

### **Freshman/Transfer Seminar**

This is a seminar held in a classroom setting whereby aspects of security and university policy are discussed in-depth with students who are new to the university. Classes meet twice a week for 16 weeks.

### **Family Day**

The university holds a family day, in which local businesses who offer a variety resources available for both parents and students offer information booths on those services. The Public Safety & Security Office also provides an information table.

### **Student Handbook**

The university's annually published handbook for students contains rules and policies concerning student behavior on campus. The handbook may also be accessed on the Lindenwood website: [www.Lindenwood.edu](http://www.Lindenwood.edu)

### **Campus Escort Program**

Public Safety officers are available 24 hours a day to provide escort service to and from any location on the Lindenwood campus. Please be patient when calling, as officers may be busy handling other calls.

### **Emergency Call Phones**

Lindenwood University has added several blue light phones on campus. These two-way call boxes are located strategically around campus. They allow an individual in need of assistance to speak to a call center via the call box.

*Members of the Public Safety & Security Department are available to assist any individual or group in planning, presenting, and coordinating programs of interest or concern. To get more information please contact the director of Public Safety & Security at 636-949-4911.*

## **B. Other Educational Programs**

Health & Wellness, Personal Counseling, the Office of Public Safety and Security, and several student groups provide several programs throughout the year that deal with domestic and other types of interpersonal violence, personal safety, alcohol and drug abuse, etc. The Health Center provides learning opportunities regarding sexual health and safety and the effects of alcohol and drugs on making relationship and sexual decisions.

These are some of the following alcohol, drug, and sexual assault programs presented by the Health and Wellness department:

- **Pamphlets and other types of resources:** Topics include alcohol and drug issues, sexual health, smoking, wellness, nutrition, exercise, stress relief, self-care tips, resources in the area, HPV vaccine information, etc.
- **Stress relief programs during midterms and finals:** During these programs, information is made available about the negative effects of alcohol and other drugs.
- **The Legacy newspaper:** The weekly student publication provides columns and stories on issues of general health, nutrition, alcohol, drugs, and safety.

### **Additional programs offered during the calendar year**

- **New Student Orientation:** Student and Academic Support Services and First-Year Experience offer programming during orientation that addresses issues facing college students and resources available to support them.

## **12. ON-CAMPUS RESOURCES**

### **A. Campus Resources**

- 1. Public Safety & Security Office** provides a reporting option, but it is not a confidential reporting option. The office is open 24/7 with security officers on duty at all times.  
Director of Security: John Bowman.  
Office located at 110 South Kingshighway.  
Ph: 636-949-4911 (24/7 number) Ph: 636-949-4867 (office number)
- 2. Student Health Center** provides a reporting option, but it is not a confidential reporting option. The center serves on-campus students for a variety of medical conditions. It is located in the first floor (the Connection) of Spellman Center.  
Ph: 636-949-4804. Email: StudentHealthCenter@lindenwood.edu
- 3. Student Counseling Resource Center** provides a confidential reporting option and offers students the option of on-campus counseling and advocacy services.  
Ph: 636-627-2928. Email: SCRC@lindenwood.edu
- 4. Dean of Students** provides a reporting option and is able to facilitate appropriate accommodations.  
Dr. Shane Williamson  
Office located on the fourth floor of Spellman Center in Student Development Office  
Ph: 636-949-4728. Email: swilliamson@lindenwood.edu
- 5. University Chaplain** provides a confidential reporting option and pastoral counseling and is able to facilitate appropriate accommodations.  
Dr. Michael Mason  
Office located in Butler Hall room 304.  
Ph: 636-949-4825. Email: [mmason@lindenwood.edu](mailto:mmason@lindenwood.edu)

### **B. Community Resources**

- 1. St. Charles Police Department:** Crime reporting  
Ph: 911 (emergency)  
Ph: 636- 949- 3300 (non-emergency)
- 2. St. Joseph Hospital St. Charles:** Provides health and medical care.  
Ph: 636-669-2211
- 3. Life Crisis Services:** Provides a 24-hour hotline; crisis intervention, and suicide prevention.  
Ph: 314-647-4357
- 4. Sexual Assault Center:** Provides support and advocacy services.  
Ph: 314-531-RAPE (7273) 24-hour crisis hotline  
Ph: 314-726-6665 for appointments or other information
- 5. Women's Safe House:** Provides safe shelter to battered women; 24-hour crisis hotline.  
Ph: 314-772-4535

**6. Safe Connections:** Provides counseling and support services and a 24-hour crisis hotline.

Ph: 314-531-2003

**7. RAINN (Rape, Abuse, and Incest National Network)**

Ph: 1-800-656-4673