

# LINDENWOOD UNIVERSITY

Employee  
Guidebook  
2019-20



LINDENWOOD  
UNIVERSITY

Revised February 2020 18-111

### Acknowledgment of Receipt of Employee Guidebook

I have received a copy of the Lindenwood University Employee Guidebook, and I understand that I am responsible for reading the personnel policies and procedures that are described within.

The Employee agrees to read and abide by the provisions contained in the Employee Guidebook and any revisions thereto.

I, fullName1, acknowledge that I have received the Employee Guidebook.  
(Printname)

dateHere1  
Date

signHere1  
Signature of Employee



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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. With the exception of employees who have a written Faculty Appointment contract with Lindenwood for a specific term, employment with Lindenwood is on an at-will basis, meaning that the employee can resign at any time and that Lindenwood University can terminate the employment relationship at any time, with or without notice or cause. This guidebook will serve as a useful resource for employees, although it cannot provide an exhaustive review of all practices, policies, and procedures.

The policies contained in this Employee Guidebook do not restrict employees' communications or actions protected by the National Labor Relations Act or applicable state law, including but not limited to employees' rights to discuss wages, benefits, or terms and conditions of employment and to take actions to protect those rights. This Employee Guidebook replaces any previous guidebooks or personnel policies, practices and guidelines.

Please read through the guidebook carefully. The policies found here may be changed at the discretion of Lindenwood University as the university continues to evolve. In the interest of transparency, you will receive notification that the guidebook has updated information for which you are responsible and accountable. The guidebook is 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 applicable 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.

## GUIDEBOOK REVISION PROCESS

The vice president for human resources 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.

## MISSION STATEMENT

**Real experience. Real success.**

Enhancing lives through quality education and professional preparatory experiences.

### Statement of Values

- **Integrity**—We are committed to ensuring trust and respect for all persons in an environment that cultivates individual and institutional integrity.
- **Dedication**—We are committed to developing a high-performance work ethic and dedication to discipline or vocation.
- **Excellence**—We are committed to providing quality and excellence in all our endeavors.
- **Creativity**—We are committed to the development of original ideas, knowledge and innovative approaches to solving complex problems.
- **Community**—We are committed to creating a connected, diverse community, sharing common attitudes, interests, and goals supporting personal and professional growth.

## EMPLOYEE CODE OF ETHICS

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 employee conduct is expected to be concordant with and supportive of the Lindenwood University Mission Statement.

**A Student-First Ethic** Each of us must recognize that we have a primary responsibility to the students and that our decisions and actions must serve that priority.

**Individual Responsibility** Employees are expected to take responsibility for their job duties and behaviors, as well as for general demeanor and conduct during work as well as non-work hours.

**Integrity** Employees are expected to hold themselves to the highest standards of conduct and expression.

**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 interests of Lindenwood and its students.

**Mutual Respect** Members of the Lindenwood community must strive to respect and cooperate with their coworkers.

**Favoritism** The University discourages favoritism and, to the extent possible, strives to avoid creating or allowing work situations that foster it.

**Confidential Information** All members of the Lindenwood community are required to abide by the federal Family Education Rights and Privacy Act (FERPA). 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.

**Online Conduct** Lindenwood employees are expected to exercise respect for others and professional demeanor when online. Cyberbullying, personal attacks, and rudeness stemming from the “safety” of digital distance are considered abuse by this institution.

## **DIVERSITY, EQUITY, AND INCLUSION STATEMENT**

Lindenwood University is proud of its diverse population of faculty, staff, and students from all corners of the world. We intentionally design our policies in such a manner that all stakeholders (whether students, employees, or visitors) will be treated respectfully, fairly, equitably, and with dignity 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, equity, and inclusion means that people of different cultures, races, colors, genders, ages, religions, orientations, affiliations, sexual orientations, socio-economic backgrounds, disabilities, or countries of origin shall not be mistreated or discriminated against on the basis of their differences. Therefore, all Lindenwood policies, facilities, resources, activities, and privileges, irrespective of individual differences, are made available and accessible to everyone in our campus community.

At Lindenwood University, we will strive to

- Offer collaborative and integrated academic, co-curricular and sporting programs that provide mutually beneficial experiences to our diverse body of students.
- Pursue and promote mutual understanding, respect, and cooperation among our students, teaching and non-teaching staff, contractors, suppliers, and visitors to our community who represent the aforementioned differences.
- Encourage and promote the empowerment and advancement of minority groups within our community through academic and social activities, offering activities of special interest to them, and affording them equal-opportunity integration within our community.
- 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 everyone in 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, equity, and inclusion as delineated in this statement.
- Encourage all faculty and staff members to promote diversity, equity, and inclusion throughout our community.
- Protect every member of our community against all forms of discrimination.

# 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.

## **EQUAL OPPORTUNITY EMPLOYER**

Lindenwood University is an Equal Opportunity Employer and complies with appropriate federal, state, and local equal opportunity laws. Lindenwood is firmly committed to a policy of equal treatment of all job applicants and employees regardless of race, color, religion, gender, age, sexual orientation, national origin, veteran status, disability, or any other legally protected characteristic.

## **RECRUITMENT**

All available positions are posted online through the human resources website. Lindenwood University requires an online application be submitted for each available position. Lindenwood University gives consideration to internal candidates for all faculty and staff job openings. Falsification or omission of information as part of the application process, including omission of felony convictions, is grounds for denial or termination of employment.

## **DISABILITY SUPPORT / REASONABLE ACCOMMODATIONS**

Lindenwood University complies with the Americans with Disabilities Act and the Rehabilitation Act and their state counterparts. In this regard, Lindenwood will make reasonable accommodations for qualified applicants and employees with disabilities so that they may participate in the application process or perform the essential job functions, unless doing so would create an undue hardship to Lindenwood. Requests for reasonable accommodations should be directed to the director of employee benefits.

## **RELIGIOUS ACCOMMODATIONS**

Consistent with its commitment to providing equal employment opportunities to all individuals, Lindenwood University will provide a reasonable accommodation of an employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious belief or practices and a work requirement, unless doing so would create an undue hardship for Lindenwood. Requests for religious accommodations should be directed to the VP-HR.

## **SEXUAL HARRASSMENT AND 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 F and G and is hereby incorporated by this reference.

## **NEPOTISM**

The employment of relatives can cause various problems including but not limited to charges of favoritism, conflicts of interest, family discord and scheduling conflicts that may work to the disadvantage of both the university and its employees.

For the purposes of this policy the term "relative" shall include the following relationships: relationships established by blood, marriage or legal action. Examples include the employee's: spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, grandson or cousin. The term also includes domestic partners (a person with whom the employee's life is interdependent and who shares a common residence) and a daughter or son of an employee's domestic partner.

It is the goal of the university to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts, or management disruptions exist. The university may allow existing personal relationships to be maintained or employ individuals with personal relationships to current employees under the following circumstances:

They may not create a supervisor/subordinate relationship with a family member;

They may not supervise or evaluate a family member;

The relationship may not create an adverse impact on work productivity or performance;

The relationship may not create an actual or perceived conflict-of-interest;

## **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.

## **NONDISCRIMINATION**

Lindenwood University does not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, gender expression, pregnancy, religion, disability, veteran status, genetic information or other status protected under applicable 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 based upon a person's protected status 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:

### St. Charles

- Kelly Moyich, J.D., Title IX coordinator, kmoyich@lindenwood.edu, 636-255-2275, 209 S. Kingshighway, LARC 221, St. Charles, MO 63301;
- Dr. Shane Williamson, associate vice president and dean of students, swilliamson@lindenwood.edu, 636-949-4728, 209 S. Kingshighway, Evans Commons 3010, St. Charles, MO 63301;
- Dr. Deb Ayres, vice president for human resources, dayres@lindenwood.edu; 636-949-4405, 209 S. Kingshighway, Stumberg Hall 9, St. Charles, MO 63301.

### Belleville

- Dr. Suzanne Jones, dean of students, sjones5@lindenwood.edu, (618) 239-6223, 200 W. Main St., Alan J. Dixon Center D100, Belleville, IL 62226;
- Annie Reis, deputy Title IX coordinator, areiss@lindenwood.edu, 618-239-6037, 2600 W. Main St., Lynx Arena 12, Belleville, IL 62226.

The following persons have been designated to handle inquiries regarding Lindenwood University's disability services:

- Jeremy Keye, coordinator of student support and accessibility, jkeye@lindenwood.edu, 636-949-4510, 209 S. Kingshighway, LARC 346, St. Charles, MO 63301;



- Rick Cavalier, coordinator of the Testing Center and ADA compliance, rcavalier@lindenwood.edu, 618-239-6095, 2600 W. Main St., Alan J. Dixon Center D100, Belleville, IL 62226.

Any person may also direct inquiries to the U.S. Department of Education’s Office for Civil Rights.

## **POLICY PROHIBITING HARASSMENT**

Lindenwood University is committed to maintaining a work and education environment that is free from unlawful harassment. In keeping with this commitment, Lindenwood does not tolerate harassment of its employees or students by anyone, including any other employee, supervisor, co-worker, vendor, client, student, customer or visitor.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person’s protected status such as race, color, national origin, age, sex, sexual orientation, pregnancy, religion, disability, veteran status, genetic information or other protected status protected under applicable law. Lindenwood will not tolerate harassing conduct that affects tangible job or educational benefits, that interferes unreasonably with an individual’s work performance or educational environment, or creates an intimidating, hostile, or offensive working or learning environment.

Sexual harassment deserves special mention and is addressed in the Sexual Harassment and Misconduct Policy, above, and in Appendix F and G.

All Lindenwood employees have the responsibility to ensure that this anti-harassment policy is effective. If you feel that you have experienced or witnessed harassment, you are to notify one or more of the individuals identified in Nondiscrimination policy, above.

The University will investigate all harassment complaints thoroughly and promptly. To the fullest extent practicable, the Facility will keep complaints and the terms of their resolution confidential. The investigation and all actions taken will be shared only with those who have a need to know. If an investigation confirms that an employee has engaged in unlawful harassment, disciplinary action, up to and including termination of employment, as Lindenwood deems appropriate, will be taken against the offending individual(s).

The University is committed to providing a harassment-free workplace and to this end prohibits any retaliatory action against any employee who makes a good faith complaint of harassment or who participates in the investigation of a complaint under this policy.

If, after investigation, Lindenwood determines that an employee has provided false information in making a harassment complaint or during the course of investigation of a complaint, appropriate disciplinary action, up to and including termination of employment, will be taken against the employee who furnished false information.

## **UNIVERSITY-RELATED LEGAL ACTIONS**

Employees should not provide any information or statement 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.

Rather, employees should contact their supervisors and the university's general counsel.

## **WHISTLEBLOWER POLICY**

### **General**

Lindenwood University (the "university") has a responsibility for the stewardship of university resources and the public and private support that enables it to pursue its mission. To achieve this responsibility, the university is committed to the highest ethical and professional standards of conduct. As a result, the university requires its directors, officers, employees, student workers, interns, and volunteers to observe high standards of business and personal ethics in performance of their duties on the university's behalf. Additionally, the university requires all parties stated above to conduct their duties in compliance with all laws, regulations, university policies, and the Employee Code of Ethics.

The university's internal controls and operating procedures are designed to detect and prevent improper use of university resources, misappropriations of university property, and improper commercial business transactions or activities. However, even the best systems of control cannot provide absolute safeguards against such irregularities. Intentional and unintentional violations of laws, regulations, policies, and procedures may occur and may constitute improper use of university resources, misappropriations, or improper commercial business transactions or activities. The following are examples of improper activities (inclusive, but not exhaustive):

- Forgery or alteration of documents;
- Unauthorized use, alteration, or manipulation of electronically stored information;
- Fraudulent financial reporting;
- Pursuit of a personal benefit or advantage as a result of a conflict of interest;
- Misappropriation or misuse of university resources, such as funds, supplies, or other assets;
- Authorizing or receiving compensation for goods not received or services not performed;
- Authorizing or receiving compensation for hours not worked; and,
- Knowingly allowing others to engage in dishonest act(s).

### **DEFINITION**

The university has defined a "whistleblower" as a person who discloses, by using this policy, any kind of information or activity related to the intentional and unintentional violations of laws, regulations, policies, and procedures (including, but not limited to, the improper activities listed above).

### **POLICY**

The Whistleblower Policy is intended to cover serious concerns that have a significant impact on the university. The following actions may be reported under this policy:

- Improper accounting;
- Circumvention of internal financial controls;
- Compliance and regulation violations;
- Unreported conflicts of interest;

- Embezzlement;
- Falsification of contracts or records;
- Fraud;
- Improper giving/receiving of gifts;
- Circumvention of IT security;
- Theft of property; and,
- Payroll time abuse.

***This policy is not intended to take the place of the procedure for reporting violations of the university's applicable human resources policies, problems with colleagues, co-workers, or supervisors, or for reporting issues related to alleged employment discrimination, sexual or any other form of unlawful harassment. These violations, and the procedure for reporting violations of the same, are addressed in the Employee Guidebook; including but not limited to the Harassment Policy, Non Discrimination, and Sexual Misconduct Policy.***

## **PROCEDURE**

### **Reporting**

The university has an "open-door" policy. Employees are encouraged to share their questions, concerns, suggestions, or complaints with a person who can address them properly. Concerns about suspected violations of this policy can be addressed with the employee's supervisor(s) or any other member of the university's administration or Human Resources Department. In most cases, an employee's supervisor is in the best position to address an area of concern. If an employee is not comfortable speaking with his or her supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with a representative from the Human Resources Department or anyone in the university's administration. Supervisors to whom such a report is made will review and immediately coordinate with the Human Resources Department, or other appropriate university personnel, to investigate.

Serious concerns relating to financial reporting, unethical conduct, or illegal conduct may also be reported to Lighthouse Services ("Lighthouse"), the university's independent and confidential reporting service. Lighthouse can be reached using the following methods:

- Website: [www.lighthouse-services.com/lindenwood](http://www.lighthouse-services.com/lindenwood)
- English speaking USA and Canada: (844) 700-0014
- E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include "Lindenwood University" with report)

Reporters to the hotline will have the ability to remain anonymous, based on limitations previously noted. Lighthouse will review the report and coordinate with appropriate personnel of the university to investigate.

In all instances, the university retains the prerogative to determine when circumstances warrant an internal or external investigation and, in conformity with this policy and applicable laws and regulations, the appropriate investigative process and/or disciplinary process to be employed.

### **Timing**

The university encourages the prompt reporting of incidents that fall under this policy in order to maximize the university's ability to respond promptly and effectively. The university, however, does not

limit the timeframe for reporting; however, delays in reporting may negatively affect the investigation's scope.

### **Evidence**

Although a reporting employee is not expected to prove the truth of an allegation, the employee submitting a report should demonstrate in his/her report that there are sufficient grounds for concern. Any documentation or other evidence in the employee's possession related to the report being filed should be provided in the report. Failure to demonstrate sufficient grounds for concern may result in the report being closed due to insufficient evidence for an investigation.

## **SAFEGUARDS**

### **Harassment or Retaliation**

No director, officer, administrator, or employee who in good faith reports a violation of this policy shall suffer harassment, retaliation, or any adverse employment consequence as a result of his/her good faith report. Harassment or retaliation against a person because of his/her good faith report of this policy is strictly prohibited, and may result in discipline, up to and including termination of employment. This policy is intended to encourage and enable employees and others to raise serious concerns within the university prior to seeking resolution from outside sources.

### **Confidentiality**

To the extent possible, within the limitations of law, policy, and the need to conduct a competent investigation, confidentiality of reporting parties will be maintained. Please note that the information provided in a hotline report may be the basis of an internal and/or external investigation by the university into the issue being reported. Reporting parties should be cautioned that their identity may become known for reasons outside of the control of the investigator, university administrators, or as a result of an internal and/or external investigation. Additionally, should the reporting party self-disclose his or her identity, the university will not be obligated to maintain such confidence.

### **Anonymous Allegations**

The policy allows employees to remain anonymous at their option (based on limitations previously noted). Initial inquiries will be made with anonymous reports, but consideration will be given to

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from reliable sources.

### **Acting in Good Faith**

Anyone reporting a concern must act in good faith and have reasonable grounds for believing that the information disclosed may indicate a violation of laws, regulations, university policies and/or the Employee Code of Ethics. Any allegations that prove to have been made maliciously, including those that were known to be false when made, will be deemed a violation of the Employee Code of Ethics, and will be subject to disciplinary action.

## **HOW THE REPORT WILL BE HANDLED**

Reports of alleged violations of this policy will be assigned an investigator, who will make initial inquiries to determine whether an investigation is appropriate, and the form that it should take. Some reports may be resolved informally without the need for an investigation. The individual submitting a report will be provided an option to indicate his/her willingness to assist further, and whether he/she wishes to share his/her contact information. The university's ability to respond to a report may be limited if the person

making the report requests his/her name, or other identifiable information, not be disclosed. Additional contact between the individual submitting a report and the investigator may be required depending on the nature of the issue, the clarity of information provided, and whether the employee remains accessible for follow-up. Although the university appreciates reporting under this policy, the university may be prohibited under certain laws, regulations, policies, or circumstances from disclosing the outcome of an investigation.

## **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 use any form of discipline at any time, 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 situation 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 and sole discretion.

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; not adhering to the chain of command
2. Compromising the work environment through the use of slander, libel, or similar behavior
3. 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. Under no circumstance is a person to be belittled, slighted, ridiculed, or discriminated against
4. Failure to meet job performance standards; engaging in unethical conduct
5. Plagiarism
6. 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
7. Unauthorized logging/clocking in or out for another employee; recording the work time of another employee; allowing any other employee to record your time on another individual's work time; and allowing or participating in falsification of any time card
8. Verbal abuse or offensive gestures in the work place or while on any premises owned or occupied by the university
9. Failure to notify the appropriate supervisor when unable to report to work; unreported and/or unexcused absences; 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)
10. Engaging in excessive personal correspondence during work hours
11. Working overtime without prior approval from a manager or refusing to work assigned overtime

12. Reporting to work with unprofessional or inappropriate dress, hair, or attire
13. Excessive tardiness or absences
14. Unsatisfactory job performance; incompetence
15. Failure to follow any university rule or policy
16. Failure to meet all financial obligations with the university
17. 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
18. Engaging in acts of violence or threatening violence; intimidating, coercing, fighting, or provoking a fight on University property or while on university business; and damage to university property on or off the premises at any time
19. Unauthorized possession of weapons or possession of explosives while on university property or business
20. Gambling on university property
21. Immoral conduct or indecency on university premises or while on university business
22. Falsifying or misstating claims of work-related injury
23. Dishonesty; falsification of documents; misrepresentation on employment-related records, including applications; falsifying sick leave; falsifying the reason for leave of absence or other information requested by the university; and alteration of university records or other university documents
24. Violation of non-disclosure agreement; giving confidential or proprietary university information to competitors, other organizations, or other third parties, or to unauthorized university employees
25. Failure to complete mandatory compliance training
26. Failure to cooperate with an investigation conducted by the university
27. Making a false claim or knowingly providing false information during an investigation conducted by the university

The university maintains the right to terminate an employee, with or without cause or reason, at any time (subject to any terms and conditions of an applicable 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. Full-time temporary employees are eligible for certain insurance benefits. Part-time temporary employees are not eligible for insurance benefits.

## **GENERAL CATEGORIES OF EMPLOYMENT**

Each employee is assigned to one of the following employment classifications:



## 1) Faculty

### **a) 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.

### **b) 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 afforded Full-Time 12 Month Faculty (after eligibility waiting periods are met) with the exception of paid vacation and holidays.

### **c) 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 afforded full-time 12-month faculty (after eligibility waiting periods are met) with the exception of paid vacation and holidays.

### **d) Part-Time Faculty**

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

## 2) Staff

### **a) Full-Time Twelve-Month Staff**

Employees in this category are employed-at-will and scheduled to work 12 months per year, and are eligible for benefits after eligibility waiting periods are met.

### **b) Full-Time Ten-Month Staff**

Employees in this category are employed-at-will and scheduled to work from August 1 – May 31 of each year. These employees are eligible for all benefits afforded to full-time 12-month staff, but follow a different vacation policy.

### **Temporary Employees**

Temporary employees are employed-at-will and hold positions for a limited period of time, usually six months or less. These positions can be either part-time or full-time. The work assignment is based upon predetermined beginning and end dates. Those employed at a full-time status are afforded some, but not all, benefits.

## 3) Student Employees

Student employees are employed-at-will and hold positions on campus that have predetermined beginning and end dates. These employees must also be actively enrolled in courses and be in good standing with the university.

## **NON-EXEMPT EMPLOYEES**

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.

Employees should not work any hours outside of their scheduled workday unless the employee's supervisor has authorized the additional hours to be 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 in advance 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. As set forth in the Salary Basis/Safe Harbor Policy, all discrepancies must be reported immediately by the employee to the Office of Human Resources.

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.

Non-exempt employees working in Illinois who are scheduled to work 7.5 continuous hours or more must take a meal period of at least 20 minutes no later than 5 hours after beginning work.

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

Overtime work may be assigned to non-exempt employees by supervisors to meet the operational needs of the university. Supervisors shall request the use of overtime by submitting the overtime request in Workday. Employees are prohibited from working overtime unless authorized in advance by the supervisor to do so.

Lindenwood's workweek begins on Saturday at 12 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 when computing overtime.

## **EXEMPT EMPLOYEES**

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.

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 employees whose primary duty is teaching, tutoring, instructing or lecturing . 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, subject to certain exceptions described below.

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, in a workweek in which work was performed, salary can be reduced for the following reasons:

- 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 (except as set forth above.)
- 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 unpaid full- or partial-day absences for personal reasons, sickness, or disability.

## **SALARY BASIS POLICY**

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

### **Salary Basis Requirement**

To qualify for exemption, employees generally must be paid at not less than \$455<sup>2</sup> per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

### **Circumstances in Which the Employer May Make Deductions from Pay**

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

### **University Policy**

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA.

### **What To Do If An Improper Deduction Occurs**

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to 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.

## **PAY 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 use direct deposit of paychecks. Employees can add or update their direct deposit information directly in Workday. Paystubs are also available in Workday under the Payroll worklet.

## **FACULTY AND STAFF RAISES**

Annual raises are discretionary and are impacted by internal and external financial factors. Factors including but not limited to student enrollment and retention, and fund-raising will be considered when determining the availability of funds for employee raises. Employee performance, as measured by the Lindenwood University Performance Evaluation System, and internal equity will determine the degree of increase awarded.

The university also reserves the right to make pay adjustments—up or down—at any time based on factors including but not limited to equity, changes in work assignments, promotion, completion of terminal degree, or change of position.

## **EMPLOYEE BENEFITS**

Lindenwood University offers a variety of benefits for eligible full-time employees. All enrollment forms and informational packets, including Summary Plan Descriptions (SPD), are available on Workday in the “Useful Links” worklet. For additional questions and/or concerns, please contact the director of employee benefits, (636)627-2589.

## **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 twice monthly.

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.

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 twice monthly. 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, long-term 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 a minimum of six months. The Summary Plan Description (SPD) describes the terms of the disability insurance plan. Provider contact:

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

## **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. Questions concerning the retirement fund may be directed to the payroll manager at (636) 949-4971.

## **VACATION PAY**

### **Staff**

Both 10-month and 12-month full-time staff employees accrue vacation on the first day of the month following their hire date. 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.

<b>12-Month Staff Employee Vacation Accrual</b>	
<b>Years of Service</b>	<b>Vacation Granted</b>
0 - 5 years	12 days/Accrue 1 day per month
6 - 11 years	18 days/Accrue 1.5 days per month
12 or more years	24 days/Accrue 2 days per month

### **10-Month Staff Employee Vacation Accrual**



Years of Service	
Years of Service	Vacation Granted
0 - 5 years	10 days/Accrue 1 day per month during the months worked
6 - 11 years	15 days/Accrue 1.5 days per month during the months worked
12 or more years	20 days/Accrue 2 days per month during the months worked

**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 September 1 for all other 12-month faculty.

12-Month Faculty Employee Vacation Accrual	
Years of Service	Vacation Granted
0 - 11 years	20 days/year
12 or more years	24 days/year

**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 up to 20 days . Workers who accept a different position within Lindenwood will continue to accrue paid time off in accordance with their new position’s policy.

**VACATION CARRY OVER**

No faculty or staff member shall accumulate more than 40 vacation days. Faculty or staff members who quit, are terminated, or move into a position ineligible for vacation are 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 one fiscal year not to exceed the maximum of 40 accumulated vacation days. Upon an employee’s departure from the university, up to 20 accrued, 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 accrued unused vacation days will be paid out to the employee at that time.

**SICK DAYS**

All full-time faculty and staff accrue sick time on the first day of the month following their hire date. Employees may accumulate no more than 90 sick days (720 hours) in their sick leave accrual accounts.

Sick Time Accrual for Full-Time Faculty and Staff	
Years of Service	Sick Time Granted
0 - 5 years	6 days/ 4 hours per month
6 or more years	12 days/ 8 hours per month

Employees using sick leave must notify their supervisors at the earliest possible opportunity so that arrangements can be made to cover essential job duties. Employees will submit requests for sick leave to their managers through Workday. Failure to document the absence in Workday within a reasonable time will be grounds for discipline, up to and including 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 day, a physician's verification may be 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.

Sick days are intended to be accrued and used for required absences related to illness; they should not be used for unscheduled time off. Unused sick pay is not reimbursable upon separation from the university.

## **ABSENCES**

Regular and reliable attendance is an essential function of every position at Lindenwood University. Out of consideration to coworkers, it is important to be prompt and dependable. Excessive absenteeism and tardiness places burden on other employees and can negatively impact services provided to students or others by Lindenwood University. This means employees must arrive at work on time, leave for and return from lunch and rest breaks in a timely fashion, and remain at work until the end of their scheduled workday.

An employee who is going to be absent or late for work due to emergencies or other unexpected circumstances must notify his or her supervisor as soon as practicable in order to allow the supervisor to arrange coverage as necessary.

Excessive unscheduled absence, tardy arrival or early departures will result in disciplinary action up to and including termination.

## **UNPAID FAMILY AND MEDICAL LEAVE**

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 A. 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>.

## **PAID HOLIDAYS**

All full-time employees receive five paid holidays, Thanksgiving Break, and Winter Break. If a holiday occurs on a weekend, the holiday will be awarded on the next closest weekday. Thanksgiving Break and Winter Break are awarded on the days/dates specified below.

- Martin Luther King, Jr. Day
- Good Friday

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Break - Wednesday before, Thanksgiving, and Friday after
- Winter Break - Dec. 23-Jan. 1

## **UNPAID GENERAL LEAVE OF ABSENCE**

At the discretion of the employee’s supervisor and the vice president for human resources, 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 will depend upon a variety of factors, including but not limited to the availability of a temporary replacement, and the projected ability of the department/program to reinstate the employee upon completion of 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 entered in 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 Child 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 any person not on the above list. If necessary, additional vacation time or unpaid leave may be taken 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 A (the Family Medical Leave Act Policy) and has 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 A).

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 their 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**

Lindenwood University respects the obligation of its employees to complete jury duty. 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. Employees are also expected to report for work during their regularly scheduled work hours on days that they are not actually required to appear for jury service.

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 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.

## **NON-WORK-RELATED COURT APPEARANCES**

Employees who are required to attend a court appearance unrelated to work may choose to either take the time away from work without pay or use available vacation days.

## **EMPLOYEE FLEXIBLE SPENDING ACCOUNT**

Full-time faculty and staff may voluntarily elect to enroll in a group flexible spending account (FSA). 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.

Provider contact:

BeneFlex (FSA): 800-631-3539

## **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. Dependents of full-time faculty and staff are eligible for four years of undergraduate tuition as full-time students. Dependents of faculty and staff with 10 years or more of service to Lindenwood University will also receive 50 percent reduction in the cost of room and board. A dependent, as it relates to tuition remission, is defined as a child under the age of 26 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.

Faculty and staff must be employed at full-time status at the start of term for the benefit to apply. Employees must maintain their full-time status for the entirety of the term for which the employee and/or dependent(s) are enrolled. Employees who leave Lindenwood University for any reason prior to the completion of a term will receive a prorated employee grant and will be responsible for paying the remainder of the tuition for that term in full.

Under Section 117(d) of the Internal Revenue Code, employees enrolled in graduate-level courses are subject to income tax on any charges exceeding a threshold of \$5,250 per calendar year unless directly engaged in the teaching or research activities for the institution. Employees with spouses enrolled in graduate-level courses are subject to income tax on the entire tuition grant per calendar year. This income tax does not apply to employees engaged in the teaching or research activities for the institution. Taxes will be withheld from employee paycheck according to the following schedule:

<b>Semester</b>	<b>Months of Taxation</b>
Spring	January through May
Summer	June through August

Fall	September through December
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Eligible employees who enroll in any degree program at Lindenwood beyond the master’s level may be 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, with 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. 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. 4. 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. Completed forms should be submitted to the Student Financial Services Office for processing. Employees with dependent children seeking tuition remission must also complete the FAFSA annually. The same procedure should be followed for dependents. Upon receiving the tuition waiver form, a Financial Aid Award Letter will be updated and the recipient’s student account will reflect the grant.

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. A dependent, for purposes of tuition remission, is defined as a child under the age of 26 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 is required to enroll in classes and access the tuition discount.

## **TUITION EXCHANGE PROGRAMS**

### **TUITION EXCHANGE PROGRAMS**

Lindenwood University is a member of the Counsel for Independent Colleges and Tuition Exchange Programs. These programs allow qualifying dependents of full-time employees the opportunity to pursue an undergraduate degree at another participating institution tuition-free.



## **COUNSEL FOR INDEPENDENT COLLEGES PROGRAM**

The Counsel for Independent Colleges Tuition Exchange Program is a network of CIC member colleges and universities willing to accept, tuition-free, students from families of full-time employees of other participating institutions. 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. <https://www.cic.edu/member-services/tuition-exchange-program>

## **TUITION EXCHANGE PROGRAM**

The Tuition Exchange Program is a network of TEP member colleges and universities willing to accept, tuition-free, students from families of full-time employees of other participating institutions. 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. <https://www.tuitionexchange.org/>

## **GUIDELINES**

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 TE Tuition Exchange benefit only. In the event that another dependent of the employee has received the Tuition Exchange Program benefit, the candidate's application will only be considered if available slots are available after all other exports have been considered. Dependents of full-time, benefit-eligible faculty and staff are immediately eligible to immediately apply for the CIC Tuition benefit program. Applications must be for a full academic year, and the student must be enrolled at a full-time status. All applications must be completed and submitted to the Benefits Director by the deadline in order to be considered. 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 subcommittee will be in a position to determine which candidates will be exported for the upcoming academic year.

## **EMPLOYEE SCHOLARSHIP PROGRAM**

Lindenwood University offers an employee scholarship nomination program. One \$5,000 award per year is allocated for each employee to award 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.

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

## 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.

## RELOCATION REIMBURSEMENT POLICY

The purpose of this policy is to provide a standard procedure for the reimbursement of expenses incurred in newly hired employee’s relocation move in order to work at a Lindenwood University campus location. The eligible reimbursement amount will be noted as a special provision in the employment agreement letter. Reimbursements for moving expenses made to employees or paid directly to third parties are included in wages and are subject to applicable taxes.

### Eligibility Requirements

In order to be eligible for reimbursement for moving expenses, an employee must meet the following requirements:

- The new hire must be relocating to a new job site that is at least 50 miles further away from the employee’s home than the current or most recent work location.
- Reimbursement expenses must be incurred and submitted within one year of acceptance of the employment agreement.

### Funding Rates

Relocation funding rates are determined at the discretion of the university.

President’s Cabinet	President’s authorization
Deans	Up to \$3,000
Assistant/Associate VPs & Faculty	Up to \$2,500
Head Coaches	Up to \$2,500
Visiting Faculty	Up to \$1,500
Other*	Up to \$1,000

*\*Others will be considered on an individual basis in circumstances when it is necessary to attract candidates from outside the area for lower-level positions.*

### ***Relocation Repayment Schedule***

Employees who receive a relocation expense reimbursement must sign an agreement that stipulates that the employee agrees to return some or all of the funds if the employee chooses to leave Lindenwood University during the first two years of employment. The relocation funds represent a debt until the first two years of employment are complete. The debt will be deducted from the final paycheck per the repayment schedule below. The employee's acceptance of the payment and signature on the agreement constitute an authorization for such deduction from the final paycheck.

- Worked 6 months or less: return 100 percent of the funds
- Worked 12 months or less: return 75 percent of the funds
- Worked 24 months or less: return 50 percent of the funds

### **Submission for Reimbursement**

The following items are to be submitted to the appropriate authorized approver:

- Completed W-9 Form
- Original (or scanned in high quality) itemized receipts for all expenses claimed
- PDF of online map showing mileage (if requesting mileage reimbursement)

The hiring manager or authorized approver will forward these items to Human Resources. HR will then submit the reimbursement request to Accounts Payable for processing. Please allow two to three weeks for remittance of payment. Payment will occur in the form of a check, which can be mailed to a requested address or picked up from the Business Office (on the St. Charles campus).

### **Approved Expenses**

*Reasonable expenses:* Lindenwood University can only reimburse expenses that are reasonable for the circumstances of the move. For example, the employee's cost of traveling from the former home to the new home should be by the shortest, most direct route available by conventional transportation. If during the trip to the new home, the employee stops over or makes a side trip unrelated to their new position, the additional expenses for the stopover or side trip are not eligible for reimbursement.

*Members of household:* Employees are eligible for reimbursement for moving expenses paid for themselves and members of their households. A member of the household is anyone who shares both the former and the new home with the employee. It does not include a tenant or employee, unless that person is a dependent.

#### **A. Lodging**

Subject to the funding rates above, Lindenwood University will reimburse costs for living expenses to include temporary lodging for eligible employees and dependents (includes lodging but not meals). Lodging expenses may be at the site of departure, site of arrival, or split between the two sites. The employee is eligible for reimbursement for lodging expenses in the area of the former home within one day after the employee and members of the household can no longer live in the former home because the furniture has been moved.

#### **B. Transportation—Employee/Dependents**

Subject to the funding rates above, costs for relocation travel of the employee and dependents to the transferred facility are eligible for reimbursement. Travel noted above will be by means of the most cost-effective common transport carrier using coach fare; however, in many cases personal vehicles may be the preferred means of travel. The costs of gas, parking fees, and tolls during the

relocation travel may be submitted for reimbursement. If mileage reimbursement is being requested, an online mileage printout is required. Costs of general repairs, general maintenance, insurance, or depreciation of the vehicle are not eligible for reimbursement.

The members of the household do not have to travel together or at the same time. However, the employee is only eligible for reimbursement for one trip per person.

#### C. Storage Expenses

Subject to the funding rates above, the costs of storing and insuring household goods and personal effects are reimbursable if incurred within 30 consecutive days after the items are moved from the former home and before they are delivered to the new home.

#### D. Household Goods and Personal Effects

Subject to the funding rates above, Lindenwood University will reimburse the cost of packing, crating, and transporting household goods and personal effects and those of the members of the household from the former home to the new home. For purposes of moving expenses, the term “personal effects” includes, but is not limited to, movable personal property that the employee owns and frequently uses. The cost of moving household goods and personal effects from a place other than the new home is eligible for reimbursement but is limited to the amount it would have cost to move them to the new home.

The transportation and boarding of small domestic pets such as dogs and cats is permitted, and Lindenwood University will reimburse costs associated with movement and boarding of such pets for a period not to exceed 30 days.

Lindenwood University will reimburse any costs of connecting or disconnecting utilities required because of the moving of household goods, appliances, or personal effects.

#### **Non-Reimbursable Expenses**

- Any part of the purchase price of the new home
- Car tags
- Driver’s license
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points)
- Expenses of breaking or entering a lease
- Home improvements to help sell a home
- Loss on the sale of a home
- Losses from disposing of memberships in clubs
- Mortgage penalties
- Pre-move house-hunting expenses
- Real estate taxes
- Refitting of carpet and draperies
- Return trips to the former residence
- Security deposits (including any given up due to the move)
- Storage charges except those incurred in transit

## **LINDENWELL EMPLOYEE WELLNESS PROGRAM**

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

The wellness program is consistent with the mission of Lindenwood University. 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**

Microsoft Office software is available to all faculty and staff free of charge. Download and installation instructions are available at <http://lindenwood.edu/office365>. Employees may also purchase a variety of software products at a discounted rate through <http://lindenwood.onthehub.com>. Applications purchased through this site can only be used by active employees. If the employee leaves the university, the license is no longer valid and the software must be removed from the employee's personal devices. Further information is available from the Department of Information Technology.

## **DINING SERVICES**

Employees will receive a 25 percent discount off their purchase at any Pedestal location on the St. Charles and Belleville campuses upon presentation of a valid ID. Locations include the following:

- Spellmann Center Dining
- Evans Commons Dining
- Lions Pride Market
- Starbucks
- Lions Pride Market Express – Harmon Hall
- Dixon Center Dining
- Matt's Café

## **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 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**

Lindenwood University faculty, staff, students and alumni members are allowed one guest per visit for a fee of \$5 per day at St. Charles facilities. Guests must present a photo ID and must be accompanied by a Lindenwood alumnus, student, faculty, or staff member who will be responsible for the actions of his/her guest while using the Rec Center. Belleville campus recreational facilities are available for use by faculty and staff members, but not by alumni or employee family members.

# Section 3

# GENERAL POLICIES & PROCEDURES

## EMPLOYEE RESPONSIBILITIES

### ACADEMIC FREEDOM

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 the effective education of Lindenwood students.

Academic freedom also carries profound responsibilities. The university itself must take all precautions to protect the ability of faculty to express ideas and 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 that 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 their field without censorship.

### PLAGIARISM

Like students, Lindenwood University employees belong to an educational community invested in the exploration and advancement of knowledge. Academic integrity is a critical part of that investment. Employees are responsible for upholding Lindenwood's academic integrity policies in every aspect of their careers and are expected to model academic honesty for their students, colleagues, and the academic community at large. Plagiarism, research falsification, or other acts of academic dishonesty committed by employees in the course of their professional work will not be tolerated. Upon

investigation of the facts and circumstances, if Lindenwood determines in its sole discretion that plagiarism, research falsification or any other act of academic dishonesty has occurred, it will result in disciplinary action up to and including dismissal of the employee.

## **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, employees should 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.

## **'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 B).

## **DRUGS AND ALCOHOL**

### **Introduction**

The Lindenwood University Board of Trustees 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.

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.

Lindenwood University is committed to maintain a drug and alcohol-free workplace in order to ensure the safety, security and productivity of its employees and the university community. To that end, Lindenwood prohibits the misuse of prescription drugs and the 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, unless authorized under the exception to alcohol policy stated below.

Whenever employees are working, operating a Lindenwood vehicle, are present on campus, or are conducting work off-site, they are prohibited from using, possessing, buying, selling, manufacturing or dispensing alcohol, an illegal drug, or a prescription drug not prescribed to them or not taken as



prescribed, and they are prohibited from being under the influence of alcohol, an illegal drug, or a prescription drug not prescribed to them or not taken as prescribed.

#### Drug and Alcohol Testing:

1. Pre-employment Testing. Lindenwood reserves the right to conduct pre-employment drug and alcohol tests and to condition offers of employment upon the successful completion of a drug and alcohol test.
2. Reasonable Suspicion Testing. Employees may be asked to submit to a drug and alcohol test if Lindenwood has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior or other conduct and facts, that the employee possesses or is under the influence of illegal drugs or alcohol, or both. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform Human Resources if they believe the medication will impair their job performance, safety, or the safety of others.
3. Post-Incident Testing. Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.
4. Periodic/Random Testing. Employees in safety or security-sensitive positions may be subject to drug and alcohol testing on a random basis.

If an employee refuses to submit to a drug or alcohol test, or if the test result is positive, the employee will be subject to discipline, up to and including termination of employment.

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 impact 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.

Employees experiencing problems with alcohol or drugs are urged to seek assistance voluntarily to resolve such problems before they become serious enough to require disciplinary action. Successful voluntary treatment for alcohol or drug abuse will be viewed positively by Lindenwood, but it will not prevent normal disciplinary action for a violation that may have occurred or relieve an employee of the responsibility to perform assigned duties safely and efficiently.

## **EXCEPTION TO ALCOHOL POLICY**

### **Adopted by Board of Trustees Feb. 9, 2018**

The use or possession of any alcoholic beverage is prohibited on all university property, except (1) in the residence of the president; (2) for beer and wine sales at professional shows in the Scheidegger Center for the Arts; and (3) at any event where the sale, use, or possession of alcohol may be approved by both the chairman of the board and the president, subject to all legal requirements.

## **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 Life and Diversity on the St. Charles campus or the Office of Student Development on the Belleville campus.

## **PRIVACY AND PERSONAL DATA PROTECTION POLICY**

The Lindenwood University System is committed to protecting the privacy of Personally Identifiable Information (PII) of its students, faculty, staff, and other individuals associated with the university. The Lindenwood University System takes appropriate measures in the management of information systems, data networks, and processing to ensure privacy is maintained, meeting regulatory requirements and best practices in information security management.

The Lindenwood University System is provided and/or collects PII for its use as an educational institution. These data may include but are not limited to name, social security number, financial and medical information, educational records, credit information, address, and tax information. Other demographic and descriptive data may also be provided and/or collected such as zip code, gender, age, and preferences, but is not considered to be personally identifiable information. The Lindenwood University System will not share PII without the prior written consent of the data subject.

If you have any questions or would like to make a data subject request, please complete and submit a Data Subject Request or to read the Privacy and Personal Data Protection Policy in its entirety, please visit <http://www.lindenwood.edu/academics/support-resources/information-technology/privacy-policy/>.

## **INTELLECTUAL PROPERTY RIGHT POLICY**

Lindenwood University promotes and protects research, scholarship, and creative work through the Intellectual Property and Ownership Policy. This policy addresses intellectual property and patent provisions for faculty, staff, and students and addresses ownership considerations for all creations, discoveries, works of authorship, and other proprietary properties. Generally, Lindenwood University retains a right to all intellectual property developed with university resources and/or at the direction of Lindenwood. The Intellectual Property and Ownership Policy (Appendix C) and Peer-to-Peer File Sharing Policy (Appendix D) outline further conditions and exceptions to this policy.

## **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**

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

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

After the approved travel is complete, the employee must complete an expense report in Workday, attaching receipts for all approved expenses. The Workday Expense Report form includes a link to the Travel and Expense Report Policies and Guidelines document.

## **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.

Employees are expected to dress according to generally accepted standards appropriate for the professional environment. For clarification and details, consult the relevant supervisor.

## **SOLICITATION/DISTRIBUTION**

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.).

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 supervisor approval. Employees are not permitted to solicit other employees during work time or in work areas at any time. Employees are also prohibited from distributing non-university literature during work time or in work areas at any time. This includes use of the email system. Solicitation or distribution of literature on Lindenwood’s premises by persons who are not employed by or are not students of Lindenwood University is prohibited at all times.

Work time is defined as the time assigned for the performance of a job and does not apply to break periods and meal times. “Solicitation” includes selling items or services, requesting contributions, and soliciting or seeking to obtain membership in support in or support for any organization. Solicitation can occur through oral, written or electronic means. “Distribution” refers to handing out materials, supplies, brochures, etc., not related to Lindenwood’s business.

## **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 Trustees. 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 St. Charles campus academic school or Belleville academic 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 Advisory Council:	Senior leadership serves on this council to address issues affecting the university system and to advise the president of the university system.

## **FUNDRAISERS**

System-wide fundraising projects must be approved in advance by the Development Office (636) 949-4939). 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.

## **STUDENT OR EMPLOYEE GIFTS, PRIZES, AND AWARDS**

Non-cash gifts, prizes, or awards worth \$100 or less may be purchased with the approval of a supervisor and given to employees or students on an occasional basis. Examples of non-cash gifts or awards include

- Flowers
- Clothing
- Candy
- Books
- Movie passes
- Dining Dollars for any food/drink services (including Starbucks and other on-campus national brands).

Exceptions to this policy could result in reporting requirements to the IRS. Questions regarding this policy should be directed to Frank Sanfilippo, Vice President of Fiscal Affairs.

## **MEETING SPACE AND EVENTS RESERVATIONS**

St. Charles campus facilities may be reserved by chartered student groups, faculty, staff and community members. Reservation requests are subject to approval and space availability. To submit a reservation request, contact Samantha Kennedy ([skennedy@lindenwood.edu](mailto:skennedy@lindenwood.edu)) for requirements, pricing and additional details.

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.

Classroom spaces are scheduled by Academic Services. Faculty wishing to adjust their assigned classroom for ADA reasons or demonstrated need may contact Sandy Love ([slove@lindenwood.edu](mailto:slove@lindenwood.edu)) in St. Charles or Amanda Wood ([awood@lindenwood.edu](mailto:awood@lindenwood.edu)) in Belleville. Faculty should refrain from submitting change requests in the first week of the term except in cases of emergency.

## **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. Employees seeking lost property should contact Public Safety.

## **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 is not limited to cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and any non-FDA approved nicotine delivery device.
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.

## **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. Employees may register for annual parking permits through StarRez. Permits may also be available at the LUCC 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 registered 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. Any curb on campus painted yellow designates a fire lane. 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 do not have a disability permit is prohibited.

## **IDENTIFICATION CARDS (ID)**

University photo ID cards can be obtained from the IT Help Desk on the first floor of the LARC in St. Charles or from Student Services on the lower level of Alan J. Dixon Center in Belleville. IDs are required for receiving on-campus discounts, 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 1<sup>st</sup> 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 [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) in the lower level of Old Main Hall, adjacent to the library.

### **Off-Campus Sites**

Copiers are available at off-campus centers.

## **POLICY ON SPEAKER/EVENT SPONSORSHIP**

**Note:** This policy does not apply to speakers invited to address students in a class or club on an academic topic.

In the spirit of consistency with Lindenwood University's mission and values, the university reserves the right to review and approve any Lindenwood-sponsored or affiliated event featuring an outside speaker. This applies to events organized by faculty, staff, or students and held on campus or at an outside location. Any person organizing such an event shall obtain approval by submitting the "Speaker/Event Approval Form" which can be found in Workday under Useful Links.

Approved October 1, 2018

## **RESIDENTIAL HOUSING**

Lindenwood University views a student resident's experience in group living as an opportunity to learn, live, and work with others of varying ages, cultural backgrounds, and interests. Each facility is supervised by an area coordinator (AC) who resides in one of Lindenwood's resident halls or non-traditional houses. Together with their assistant area coordinators (AAC) and community advisors (CAs), the area coordinators oversee the general safety and wellbeing of the residents, assist and support students with the daily challenges of university life, and coordinate maintenance and housekeeping activities within the buildings. Because of the responsibilities associated with the area coordinator position, which includes maintaining 24/7 availability for the residents they supervise, area coordinators are not permitted to live with anyone, including friends, family members, relatives, spouses, or partners, while employed with Lindenwood and living on-campus.

### **GUEST POLICY**

Employees are responsible for making their guests aware of university policies and procedures and are held accountable for their guests' actions. Employees must escort their guests at all times. Failure to follow this guest policy may result in the guest(s) being banned from the residence hall or residential area. Requests to extend visitation beyond three consecutive nights must be made in written form and submitted to the director of residential life for approval. The director may extend the visitation for two additional days. Violations of the guest policy could result in formal disciplinary procedures, up to and including immediate termination of the employee.

# 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 08/06/18

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.
- **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); (636) 255-5100).

## **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 Lindenwood IT Network and Systems Infrastructure team 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 Lindenwood IT Network and Systems Infrastructure team 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 Marketing and Communications 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 Marketing and Communications 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, division, school, or office that requested them and must be reviewed by Marketing and Communications 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 Workday or on the Faculty Folder Network Drive.

## **LOGO USE**

Logos and Lindenwood branding guidelines can be found on the J: Drive in the Branding Guidelines, Social Media, and 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 Marketing and Communications 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 Marketing and Communications staff. Belleville employees who are approached by a member of the media should immediately call (618) 239-6033.

To reach the St. Charles Marketing and Communications professionals after hours, contact security at (636) 262-4622. To reach Belleville campus director of alumni relations and special events after hours, call security at (618) 978-9797.

## **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 Trustees 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 the Office of Institutional Effectiveness or 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 at the Alan J. Dixon Center. 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 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.

## **INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY**

This policy applies to all computers that connect to the Lindenwood University network, whether they are student, faculty, staff, or university owned. At its discretion, the university reserves the right to restrict or deny the use of its network facilities and capabilities.

#### **Lindenwood Network and Technology Resources**

The Lindenwood-Guest network is an UNSECURED network, and Lindenwood University makes no representations or warranties concerning the availability or security of the guest wireless network, and all use is provided on an as-is basis. By using the guest wireless network, you agree to defend, indemnify, and hold harmless Lindenwood University for any losses or damages that may result from your use of the guest wireless network.

Individuals who access to university computer facilities and to the system-wide communications network assume responsibility for their appropriate use. The university expects individuals to be careful, honest, responsible, and civil in the use of the university network, computers, and information technology. Computer, technology, and network facilities are primarily for educational and administrative use. These facilities have tangible value. Attempts to circumvent accounting/information systems or to use the accounts of others will be treated as forms of attempted theft and prosecuted accordingly.

Individuals assume personal responsibility for the use of their accounts. Users must not disclose their passwords or otherwise make Lindenwood's facilities available to unauthorized individuals or groups. Moreover, the possession or collection of others' passwords is prohibited.

Users with personal computers on the Lindenwood network are expected to take reasonable precautions to ensure the security of their systems. All computers require a valid up-to-date virus-scanning program. Individuals may be held responsible for any misuse that occur on their systems.

Users are not permitted to register external domain names that reference systems on the Lindenwood network. Using the Lindenwood network for commercial purposes is strictly prohibited. Connecting any secondary physical network to the Lindenwood network without authorization is strictly prohibited.

Providing services or running applications that consume excessive bandwidth on the Lindenwood network is prohibited.

No Lindenwood system is to be used for any illegal or criminal purpose. Users must observe intellectual property rights including copyright laws as they apply to software and electronic forms of information.

Users are expected to report any evidence of actual suspected violation of this policy to their residence directors or the vice president for information technology.

### **File Sharing**

File sharing software is prohibited on the Lindenwood network, including (but not limited to),

- Aimster
- Ares (all versions)
- BearShare
- Bitorrent
- Bulbster
- Gnutella
- Hotline
- Imesh
- Kazaa (all versions)
- LimeWire
- Madster
- Monolito
- Napster
- NeoNapster
- WinMX

All are prohibited on the Lindenwood University network (including residence halls, apartments, classrooms, public spaces, and faculty/staff offices).

Because the Lindenwood network and Internet connections are shared by many university services (the university Library, Lindenwood University website, electronic mail, etc...), the Lindenwood Information Technology Department actively monitors network traffic to ensure reliable service for everyone. File



sharing software can account for a large portion of traffic on our network. As such, network traffic shaping may be used to address instances of misuse or policy violation.

Streaming media (such as streaming video, streaming audio programs, etc....) are permitted, as they use significantly less bandwidth. However, during peak hours, any bandwidth-intensive application may be terminated to ensure continued services to the rest of the university.

If you have file sharing applications on your computer, you must remove them. Simply disabling these applications may not mitigate their effect on the Lindenwood network, as these applications share your computer with the entire Internet in the background, generating an enormous amount of traffic. If you have any questions, please contact the Information Technology Help Desk at [helpdesk@lindenwood.edu](mailto:helpdesk@lindenwood.edu) or (636) 255- 5100. Belleville campus employees may also contact the Help Desk at (618) 239-6200.

### **Obscene or Harassing Electronic Communications**

Obscene or harassing electronic communication is prohibited, as are messages that target individuals in a threatening manner. Individuals who send such communications will be reported to the proper authorities. The Lindenwood Department of Information Technology reserves the right to monitor any computer activity on a Lindenwood computer or any computer connected to the Lindenwood network.

### **Policy Violation**

The Lindenwood Department of Information Technology reserves the right to deny system or network access on a temporary or permanent basis to anyone who violates these rules. This includes the ability to terminate processes or connections that threaten system or network security, performance, or integrity. The network administrator will attempt to notify the user of any such action.

## **WEBSITE CONTENT**

<http://www.lindenwood.edu/academics/support-resources/information-technology/privacy-policy/>

The Lindenwood University System has an expressed commitment to protecting the privacy of Personally Identifiable Information (PII) of its students, faculty, staff and other individuals associated with the university.

### **DATA PRIVACY AND PROTECTION STATEMENT**

The Lindenwood University System is committed to protecting the privacy of Personally Identifiable Information (PII) of its students, faculty, staff, and other individuals associated with the university. The Lindenwood University System takes what it considers to be appropriate measures in the management of information systems, data networks, and processing to reasonably protect privacy in accordance with regulatory requirements.

The Lindenwood University System (“LUS”) is provided with and/or collects PII for its use as an educational institution. These data may include, but is not limited to, name, social security number, financial and medical information, educational records, credit information, address, and tax information. Other demographic and descriptive data may also be provided and/or collected such as zip code, gender, age, and preferences, but is not considered to be personally identifiable information where such information cannot reasonably be matched to a particular individual. Unless otherwise required by law, or court proceeding, or as a matter of necessity involving risk to life or health, the Lindenwood University System will not share PII without the prior written consent of the data subject. If you have

any questions or would like to make a data subject request, please complete and submit a [Data Subject Request](#).

PII may be provided, collected and maintained from prospective/current/former students and their parents/guardians, prospective/current/former employees, and external individuals and entities with which the university transacts business.

PII may be provided, collected and maintained in various formats including paper forms and as electronic data stored, for example, on servers, computers, hard drives, and databases. LUS may take such steps as it deems proper to dispose of this data or to render it inaccessible by normal means of retrieval. Such steps may include, for example, to shred paper forms, purge electronic data and/or electronically wipe or physically destroy hard drives containing PII.

LUS seeks to limit access to PII to authorized individuals based on job requirements necessary, in LUS's view, to conduct University business. Employees of the university are expected to respect and protect the confidentiality of PII and employees failing this expectation may be subject to discipline.

The Lindenwood University System may offer training to employees on PII according to job function and type of data access allowed to promote compliance with the university's Privacy and Personal Data Protection Policy.

Protected data may also reside and/or be accessible to third parties who are contracted to deliver services to the university, such as insurance companies, banking institutions, credit-card processors and software companies. LUS's contracts with these third parties should include provisions which LUS believes oblige these third parties to refrain from sharing or selling data supplied by LUS and to take measures to reasonably protect privacy according to University policy and law or regulation.

The Lindenwood University System does not intentionally release PII without disclosure or consent of the individual unless required by law or to comply with legal proceedings or as a matter of necessity involving risk to life or health. The U.S. Patriot Act dictates that PII may be given to Federal agents without the knowledge or consent of the subject of the PII and that the Lindenwood University System may be restricted from informing the subject about the request.

Should a data breach occur, the Lindenwood University System may notify those individuals it considers affected, supply details about the breach LUS deems appropriate, and take measures LUS deems appropriate to minimize the impact of the breach. Following an incident, LUS operating procedures call for an internal review of events and delineation and implementation of steps to help prevent similar incidents in the future.

The Lindenwood University System encourages all its constituents (students, faculty, staff, vendors) to be knowledgeable about their own responsibility and opportunity to protect personally identifiable information.

### **Website Privacy**

Use of the Lindenwood University website, even without reading these terms of use, will be viewed as acceptance of the terms contained within this privacy policy.

Lindenwood University and affiliated third-party vendors collect certain information regarding your use of [www.lindenwood.edu](http://www.lindenwood.edu), such as your IP address and browser type. Your session and the pages you visit

on www.lindenwood.edu will be tracked, but retention and use of tracking data are designed to preserve your anonymity. We may use your IP address to identify the general geographic area from which you are accessing www.lindenwood.edu. We connect data from different systems but do not link IP addresses to any personal information. We may also collect other information as described in this policy.

### **WEBSITE ANALYTICS**

Most sections of Lindenwood University-owned websites utilize Google Analytics software to analyze website traffic on our domains. Google Analytics does not create individual profiles for visitors accessible to LUS. As deployed by LUS, Google Analytics provides business insight and marketing trends without revealing to LUS the identities of users on the web.

### **COOKIES**

Cookies are small files that are stored on your computer (unless you block or erase them). We use cookies to understand and save your preferences for future visits and to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. You may block, disable or erase cookies through your individual browser options.

BY USING THE LINDENWOOD UNIVERSITY WEBSITE, YOU AGREE THAT WE CAN PLACE THESE TYPES OF COOKIES ON YOUR DEVICE.

### **INFORMATION YOU PROVIDE**

During your visit to our website, you may be prompted and choose to provide Lindenwood University information through web forms, email, or other electronic means. LUS contemplates that the information provided will be used only for communication about the relevant purpose indicated. It is LUS's policy not to sell or trade to other colleges, universities, non-profit organizations, or businesses any PII you voluntarily provide to us, such as an email address, name, or phone number.

### **Educational Records**

#### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Lindenwood University takes measures it deems appropriate to comply with the Family Education Rights and Privacy Act of 1974 (FERPA or the Buckley Amendment). FERPA is a United States federal law that governs disclosure of educational information and records held by an educational institution to third persons such as potential employers, publicly funded educational institutions, and foreign governments.

# Section 5

# EMERGENCIES AND CANCELLATIONS

## **BASIC EMERGENCY ACTION PLAN**

Please refer to the Basic Emergency Action Plan (Appendix E), 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 Public Safety and 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 or illness is incurred in the course of employment.

Employees must immediately report all injuries incurred on the job, no matter how insignificant, to their supervisors. The employee must also immediately complete an incident report in Workday that should be immediately submitted to the benefits director. Employees who do not wish to seek medical treatment must sign a Declination of Medical Treatment Form and submit it to the Benefits Director. Injured employees must obtain a signed Service Authorization Form from the Benefits Director to receive any medical treatment. ALL injured employees must seek medical treatment at the nearest Concentra location for any work-related injury. If the medical provider certifies that the injured/ill employee is unable to work, a leave of absence may be initiated.

## **INJURIES/ACCIDENTS—STUDENTS AND GUESTS**

At times, members of the campus community and guests 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 a student or campus visitor 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

Ryan Anderson  
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

John Bowman  
Director of Public Safety and Security  
2600 West Main Street, Old Main Hall  
Belleville, IL 62226  
(618) 239-6169  
**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.) Rave users may also download the Rave Guardian app, which is available for Apple and Android devices and allows users to receive alerts through the app and interact directly with Campus Security personnel. For more information or for links to download the app, visit <http://www.lindenwood.edu/student-life/campus-security/lindenguard/>.

## 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. Similarly, in the event that classes are canceled and employees are given additional travel time to make it to campus, both exempt and non-exempt staff and student employees will be credited for hours normally worked up to the stated start time. Otherwise, when classes are canceled and the campus remains open, all staff employees, student employees, and service contractors are expected to maintain a normal work schedule.

Essential, nonexempt staff are required to report to campus when the campus is closed and/or starting late. Only when the campus is closed for the entire day will essential, nonexempt staff receive regular pay for all hours actually worked plus emergency or inclement weather pay (up to 8 hours) 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.

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. Employee safety is of critical importance. Employees should be allowed to make up any missed work time due to inclement weather during the same work week. Staff employees who are unable to 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 Office 365 email 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. Closures and schedule alterations due to inclement weather will also be posted on the St. Louis-area television stations KTVI, KMOV, and KSDK.

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 Office 365 email 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.

## **SEAT BELT POLICY**

Lindenwood University recognizes that seat belts are extremely effective in preventing injuries. Therefore, the driver and all passengers, must wear seat belts when operating a company-owned vehicle, or any vehicle on company premises or on company business.

# 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 additional 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, custodians, 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, see Inclement Weather Policy for Employees.

### EMPLOYMENT AT WILL

Employment as 10-month or 12-month 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 conduct themselves professionally and failure to do so is deemed unacceptable conduct. Any conduct determined to be unacceptable by the university is grounds for discipline, up to and including termination. Additional grounds for discipline and/or termination include, but are not limited to

- Poor work execution; unsatisfactory job performance
- Conduct that violates a university policy or practice, including policies contained in this Employee Guidebook.
- Incompetence, lack of sufficient ability, education, training, effort, or experience to perform job functions adequately
- Failure to satisfactorily carry out assigned duties
- Unethical, unprofessional, disrespectful, inappropriate conduct
- Posing a threat to the safety and security of any members of university community, the campus, the work environment, or the reputation of the university

## **GRIEVANCE PROCEDURE FOR STAFF EMPLOYEES**

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

The grievance procedure begins when a staff member has a complaint that a person has violated a university, school, division, or department policy. The issue should be brought to the attention of the immediate supervisor via a signed, written statement within 30 days 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 business 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 VP-HR.
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 employees be present 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 reasons including but not limited to: an individual not being available due to



vacation, holidays, being a nine- or ten-month employee outside of contracted working days, or scheduled university commitments. 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 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 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. 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 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 Council Make-up (St. Charles)**

1. Employees designated as staff from each unit
2. Staff units include
  - a. Academic and Student Affairs (2 members)
    - i. Schools
    - ii. Library Services
    - iii. Academic Services
    - iv. Student and Academic Support Services (SASS)
    - v. Career Development
    - vi. Residential Life

- vii. Student Life and Leadership
- viii. International Students and Scholars
- ix. English as a Second Language
- b. Fiscal Affairs (2 members)
  - i. Business Office
  - ii. Accounting Office
- c. Human Resources (2 members)
- d. Information Technology (2 members)
- e. Enrollment Management (2 members)
  - i. Admissions Processing
  - ii. University Admissions
  - iii. Financial Aid
  - iv. Extension Sites
  - v. Marketing and Communications
- f. Athletics (2 members)
  - i. NCAA Administration
  - ii. NCAA Coaches
  - iii. Student Life Sports Coaches
  - iv. Ice Arena
- g. Development and Alumni Relations (2 members)
- h. Operations (2 members)
  - i. Facilities
  - ii. Campus Planning
  - iii. Public Safety
  - iv. Groundskeeping
  - v. Mailroom
  - vi. Procurement and Payables

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

1. Employees designated as staff from each unit
2. Staff units include
  - a. Executive/Administrative Offices (2 members)
    - i. Facilities
    - ii. Alumni Relations and Special Events
  - b. Student Development (4 members)
    - i. Housing
    - ii. SCRC
    - iii. Public Safety
    - iv. Career Services
    - v. First-Year Programs
    - vi. Student Life and Leadership
    - vii. ASC
    - viii. Mailroom

- c. Academic Affairs (4 members)
  - i. Divisions
  - ii. Library Services
  - iii. Academic Services
  - iv. Athletic Eligibility
  - v. Veterans Success Center
- d. Enrollment Management (1 member)
  - i. Admissions
- e. Athletics (4 members)
  - i. Coaches
  - ii. Athletic Training
  - iii. Sports Information
  - iv. Athletic Support Staff
- f. Honorary Members (2 members)
  - i. Information Technology

## **STAFF APPOINTMENT LETTERS**

Staff supervisors submit employment recommendations to their respective Vice President or Campus President at the conclusion of the Staff Performance Evaluation cycle by May 1. Staff members are issued annual appointment letters, subject to approval by the System President, during the month of June based on individual performance, institutional needs, and available resources. The issuance of an appointment letter does not alter the at-will employment status of Staff members. Promotions, changes to assignment, or changes to compensation that occur after the initial submission of the letter of appointment will be reflected in an updated addendum.

## **PROCEDURES FOR ACTIONS STEMMING FROM PROGRAM OR POSITION ELIMINATION**

The administration may decide to eliminate programs and positions without a performance-related cause when that decision best serves the overriding educational, programmatic, or economic interests of the university. Decisions affecting staff employees related to program or position elimination will be made taking into account a variety of factors. Employee performance and unique skills, among other factors, and not seniority, will be the basis for these decisions. Again, Staff members are employed at-will and may be termination without notice, cause or reason at any time, outside of a program or position elimination situation.

## **LINDENWOOD STAFF RECOGNITION AWARDS**

The Staff Council's Staff Recognition Awards honor the extraordinary professional contributions and quality service of our university staff and their integral role in advancing Lindenwood University's mission and values. All regular staff members, full-time and part-time, are eligible provided they are in good standing with their department and the university at the time of nomination. Previous award recipients are ineligible.

The Lindenwood community, including staff, faculty, adjuncts, students, and administrators, are invited to nominate an outstanding staff member for one of five awards. All nominations should include specific and current examples of the staff member's achievements and contributions that reflect the attributes listed for each award. Award recipients will be recognized at the annual all staff meeting and awards ceremony held each spring.

An Awards and Recognition Committee, appointed by the Staff Council, reviews nominations and recommends staff members for each award category. The Staff Council will review and discuss the recommended award nominees at their March meeting and come to a final determination of award recipients via confidential vote. The nomination period for awards will run from March 1<sup>st</sup> to the last day of February each year. Note: The awards selection committee, may, at their discretion, transfer a nominee from the category they were originally nominated to another category for which they are more qualified. Nominations can be submitted via the online nomination form located at <http://www.lindenwood.edu/human-resources/staff/staff-award-nominations/> on the Staff Council webpage. A description of each award category is located on the Staff Council webpage.

# Section 7

## FACULTY EMPLOYEES

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

### **CONTRACTS AND EMPLOYMENT**

Deans submit employment recommendations to the provost at the conclusion of the Faculty Performance Evaluation cycle, normally by Feb. 15. Faculty members are issued annual appointment letters, subject to approval by the system president, during the month of March based on individual performance, institutional needs, and available resources. Changes to faculty rank or deployment or changes to compensation that occur after the initial submission of the letter of appointment will be reflected in a contract addendum.

Faculty members are issued Faculty Appointment contracts based upon individual merit, institutional needs, and available resources. Lindenwood University does not grant tenure. Each year, returning faculty members may be 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). Requests for alternative contracts will be granted or denied based on the needs of the institution.

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. 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 seven business days after the faculty member receives the new contract. Failure to submit the signed contract by the date stipulated in the contract letter will also constitute voluntary resignation of employment by the faculty member.

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

The faculty member agrees to abide by the provisions contained in the Employee Guidebook and any revisions thereto. Salary, benefits, and appointment shall not change during the term of the agreement, except as otherwise set forth in this Employee Guidebook, but other changes to the Employee Guidebook shall apply to the faculty member. The dates of the term of the agreement are specified in the contract. Benefits include employer-paid insurance, paid time off (applicable sick, vacation, and holidays), retirement, and tuition grant.

## **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. Guidelines regarding the amount of time required to meet all professional responsibilities will be based on the unique needs and nature of the schools/divisions. These guidelines will be determined by the deans (St. Charles) and campus provost (Belleville) and will be communicated to faculty and included in the school/division performance evaluation rubric.

## **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 complaint that a person or the institution has violated a university, school, division, or department policy. The issue should be brought to the attention of the immediate supervisor via a signed, written statement within 30 business days 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 business 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 immediate supervisor, the written, signed statement along with all pertinent material are to be submitted to the provost.
2. If dissatisfied with the response of the immediate supervisor, the faculty member can appeal to the provost within seven business 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 business days of receiving the appeal.
4. If the grievant remains dissatisfied, the grievant shall within seven business 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 business 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 business 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 business days.

All time periods shall not include weekends or university observed holidays (i.e., time periods are limited to business days). Time periods may be extended for such reasons as, including but not limited to, individuals being unavailable due to vacation, holidays, outside of their 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 the privacy of all parties and maintain all information acquired throughout the process, regardless of form, in the strictest of confidence.

See Faculty Council Bylaws for Grievance Hearing Guideline recommendations.

## **FACULTY TERMINATION OF EMPLOYMENT AND NON-RENEWAL OF FACULTY CONTRACT**

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

#### **A. Termination of Employment for Cause**

The administration may dismiss faculty members at any time for cause, defined as failing to fulfill professional duties; failing to conduct themselves according to acceptable professional standards; or for performance problems that are cause for dismissal (a non-exhaustive list is provided in Disciplinary Policy in Section 2 above).

2. If a faculty member is terminated for cause, the faculty member's employment shall end immediately, and the university shall pay the faculty member through the last day that he or she performs work for the university.

B. Termination of Employment for Financial Exigency, Program Elimination and Position Elimination

1. Declaration of financial exigency, elimination of an academic program or specialty, and elimination of a position will be determined by the provost in consultation with the president.
2. In cases of elimination of an academic program or specialty, the Academic Program Advisory Committee (APAC) will be consulted for input and recommendations to the administration prior to the administration making a final decision on the program or specialty elimination.
3. The academic administration and the APAC will work together to review programmatic and academic personnel priorities, and those conversations will be taken into account by the provost when in consultation with the president.
4. If a faculty member is slated for termination for reasons of financial exigency or program or specialty elimination, the university will make reasonable efforts to place the employee in an alternative position consistent with the employee's credentials and the university's needs.
5. Decisions affecting faculty related to program, specialty or position elimination will be made based on a variety of factors. Employee performance and unique skills, among other factors, and not seniority will be the basis for these decisions, along with the university's needs.
6. A faculty member whose employment is terminated due to financial exigency, program or specialty elimination, or position elimination will no longer perform work and shall be paid through the end of his or her current contract.

C. Non-Renewal of Faculty Contract

The administration may decide to not renew a faculty member's contract for the following academic year 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, the faculty member will be paid 12 months of salary after from the date of the non-renewal notification. The faculty member will be expected to continue to work as directed by the university during that 12 month period unless released earlier by the university. If the faculty member is released from work by the university at any time prior to the conclusion of that 12 month period, the remaining balance of the 12 months of salary will be paid to the faculty member in one lump sum.

APPEAL PROCESS

- A. A faculty member whose employment is terminated due to financial exigency, program or specialty elimination, or position elimination has no right to appeal the termination decision.
- B. A full-time faculty member whose employment is terminated for cause (as described in "Termination of Employment for Cause," above) or who, after at least three full years of employment is notified of non-renewal of his or her contract (under Non-Renewal of Faculty Contract, above), has a right to appeal the termination decision or non-renewal decision through these procedures:
  1. Within 14 calendar days following the faculty member's receipt of written notice of termination or non-renewal, the faculty member may appeal the decision to the provost in writing. The provost shall meet with the faculty member and the relevant school dean or Belleville division chair and



department chair. Within seven business days after that meeting, the provost shall make a recommendation to the president to either sustain or reverse the termination or non-renewal decision.

2. If the decision is sustained and the faculty member believes that either academic freedom or the review process 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 Faculty 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 each 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 faculty member's academic school or division. No formal rules of evidence or procedure apply to such proceedings. The subcommittee will, however, ensure that the proceedings conducted in a fair manner. The committee may institute additional procedural rules as it deems appropriate 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 subcommittee's discretion.
7. Within seven business days of receipt of its subcommittee's report, the Faculty Council shall meet and determine a recommendation. the Faculty Council chair shall submit that recommendation in writing to the provost and the affected faculty member, normally within two business days of the Faculty Council meeting, along with any supporting evidence and statements
8. The provost shall submit his or her recommendation to the president along with a copy of the Faculty Council's written recommendation and supporting evidence and statements. . The president shall issue a final administrative decision in writing to the faculty member and the Faculty Council.
10. All evidence and conversations in during this appeal process shall be held in strictest confidence by all parties.

## 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 supervisors 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, or as specified in the Term of Agreement section in the contract.

### Alternative Contract

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

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

**Example 1:** Employee A currently works a 10-month contract for \$50,000 and merits a 5 percent raise (\$2,500). The employee moves 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 moves 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 their supervisor 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 faculty member's time.

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

### Summer Teaching

Nine-month faculty members who teach in the summer are awarded supplemental compensation equivalent to adjunct instructor compensation for carrying out summer assignments that they negotiate with their supervisor, subject to the Provost's approval. Twelve-month non-doctoral-program professors teach one or two summer classes, depending on what work agreements they reach with their supervisor. 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 supervisor 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, but not limited to, 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, internal equity, and, in the case of returning faculty members, the extent and merit of service to Lindenwood.

## ALTERNATIVE APPOINTMENTS

Alternative appointments are granted as a form of adjustment to a faculty member's contractual obligation. Scheduling of alternative appointments is to be determined in consultation with the faculty member's supervisor.

Monetary compensation may be granted in situations where an alternative appointment to the course load would not be possible or appropriate. This alternative would impact payroll and thus supervisors should consult the provost and vice president for human resources before making such 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 Chairs and Vice-Chairs (FC).** The teaching loads and supplemental compensation of Faculty Council chairs and vice chairs are reduced as stated below. If course releases are not an option, supplemental compensation will be awarded equivalent to adjunct instructor pay.

### FY19 FC

St.C. Chair	two releases: one fall/one spring \$5,000: \$2,500 fall/\$2,500 spring
St.C. Vice Chair	two releases: one fall/one spring

BV Chair           one release  
                      \$2,500: \$1,250 fall/\$1,250 spring  
BV Vice Chair    one release

**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.

### **School of Education Doctoral Faculty Teaching and Dissertation Loads**

Faculty in the Lindenwood University School of Education will receive one course release each fall and spring semester for the purpose of serving as chair for eight dissertations and for continuing to chair those dissertations that extend for up to two years beyond the three-year Ed.D. program plan. After a student has been enrolled in the program for five years without successfully defending the dissertation, the student will be dropped from the dissertation rolls. Non-chair committee membership may contribute toward the faculty service requirement.

Faculty who teach doctoral-level courses are encouraged to pursue educational research that substantially contributes to their discipline and ensures the depth and relevance of the graduate experience. Additional release time for research may be awarded by the School of Education Faculty Scholarship Advisory Committee (SOE-FSAC).

## **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.

## **FORMS OF PROFESSIONAL SERVICE**

University faculty members are expected to engage in some combination of the following professional activities, as appropriate to the performance evaluation guidelines:

- Program development
- Faculty Council service
- Department chair duty
- Teaching in Lindenwood's doctoral program

- Dissertation supervision
- Student support and counseling programs
- Institutional research
- Scholarly or professional editing
- Scholarly research
- Student research program supervision
- University-to-community programs
- Service to the academic or professional community
- Other significant professional projects

## **FACULTY SCHOLARSHIP ADVISORY COMMITTEES (FSAC)**

Academic school deans and the Belleville campus provost have established 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.

Each faculty scholarship advisory committee will include no more than seven faculty members from the school or campus. Those committees will be responsible for making recommendations on faculty members wishing to start or continue on alternative-service assignments. 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 prioritized recommendations from each FSAC are submitted to the Faculty and Student Scholarship Committee and then to the provost. The provost distributes the available number of scholarship assignments among the recommended projects based on their prioritization by the FSACs. 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 members who are on corrective action plans are not eligible for scholarship release.

## **FACULTY HIRING PROCEDURES**

### **Step 1:**

The school deans/division chairs recommend new and replacement faculty positions 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. For approved positions, the dean or Belleville campus provost develops and submits to the provost a hiring profile and job announcement/advertisement after collaboration with representative faculty, chairs, and directors. Human Resources implements the job announcement and associated advertising.

### **Step 2:**

Faculty positions are advertised in appropriate venues. Interview committee representation for initial screening through finalist interviews includes 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 is chosen to participate. The selection of this delegate is decided by the hiring school's dean or the Belleville campus provost and the Faculty Council representative or

Faculty Council chair. The committee evaluates each candidate against the hiring profile and provides 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 scheduled at the discretion of the school dean or Belleville campus provost and interview committee. (The cost of dinners with potential faculty candidates is eligible for reimbursement up to a \$100 limit per candidate. Only food and non-alcoholic beverages for the candidate and members of the interview committee are covered. One faculty member should pay the bill and submit the receipt to the dean for reimbursement through Workday.) The dean, Belleville campus provost, or an appointed interview committee member is responsible for contacting references and for vetting each candidate using the Instructor Qualifications Checklist. After references have been checked and the candidate has been identified as the finalist, the dean, the VP-HR and the hiring school's Faculty Council representative will collaborate to determine the recommended faculty rank of the finalist.

**Step 3:**

The dean consults with the VP-HR, who determines the compensation. The dean makes hiring, rank, and promotion eligibility timeline recommendations to the provost. Once the candidate is approved by the provost, the dean initiates the job offer with the candidate and then the provost submits the final recommendation to the VP-HR for processing. Hiring authority rests with the president, acting as the agent of the Board of Trustees. The Board of Trustees ratifies the president's decision regarding faculty rank.

## **FACULTY RANK & PROMOTION**

**Approved by the full faculty Oct 17, 2018**

Lindenwood University is committed to providing educational experiences that lead to real experience and real success. 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/division chairs and department chairs for evidence of excellence in teaching, scholarship or creative activity, and university service. Evidence of excellence in each of these responsibilities will be documented in the promotion materials submitted by the faculty member through the PIR portal software.

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

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

**Teaching and Learning:** The teaching of students is central to the mission of Lindenwood University. The primary responsibility of faculty members at Lindenwood is teaching. Faculty members help students to achieve rigorous learning intentions, understand the complexities of their subject matter, develop adaptive thinking and problem-solving skills, and become independent learners. As committed teachers, Lindenwood faculty also continually learn about advances in pedagogy and work to become better instructors. Other activities that provide evidence of a faculty member's particular commitment to effective teaching and learning include contributions in curricular development; innovation in teaching

strategies, including the incorporation of new technologies and approaches to learning; and collaboration with and mentoring of students, including directing research, projects, or internships.

**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. 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; and on department, college, and university committees.

Among the most important service duties expected of faculty members are the advising and mentoring of students. 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, careers, and/or graduate programs, serving as faculty advisor with student groups, assisting learners in educational programs both on and off campus, and mentoring students.

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.

**Subject Matter Expertise and Scholarship:** As professional educators, all faculty members demonstrate command of their subject matter and continuous growth in their subject fields. They sustain professional contact with colleagues and engage in continuing professional activities to upgrade and augment existing skills or develop new ones. Furthermore, all university faculty in the professorial ranks have a responsibility to engage in scholarship and creative activity, and to provide service to the professional organizations which contribute to the national and international intellectual communities of which Lindenwood is a part.

Scholarship and creative activity are understood to be intellectual work whose significance is validated by peers and which is disseminated to the broader community of the discipline. 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

### **Requirements for Rank**

We invite candidates to submit their materials for promotion in the cycle following their completion of the requisite number of academic years. For example, if a candidate for full professor completed five academic years at the associate level at the end of the spring semester, the candidate could then apply the following February for promotion in rank. The required number of academic years must be

completed in a full-time position at an accredited institution of higher learning. The most recent academic 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 or Belleville campus, approved by the provost, and recognized by the Office of Human Resources. Incomplete promotion materials will not be considered. Faculty members who have been on a corrective action plan in the last academic year will not be eligible to apply for promotion.

**A Faculty Council Promotions Subcommittee (FCPS)** will coordinate the annual promotion process. The subcommittee will include one Faculty Council representative from each school on the St. Charles campus and two from different divisions of the Belleville campus. The FC chair will also serve as an ex-officio member. The Faculty Council ombudsperson cannot serve on the subcommittee. The subcommittee will

- Host an annual faculty workshop on both campuses on the promotion process and provide updates on any changes to the process
- Set the schedule to accommodate potential conflicts with the calendar
- Determine if a candidate's years of service at another institution can be applied towards promotion at Lindenwood. Note: For those candidates who include years served at another institution, Annual Performance Evaluation data for the first year will not be used in averages for percentile requirements.
- Advise on rank for new hires along with the dean, provost, and Human Resources

#### **School/Campus Promotions Committee**

Each school and the Belleville campus will also elect a five-member Promotions Committee. Members must be associate or full professors and will serve two-year terms (staggered to provide continuity). A school with fewer than 30 faculty members may limit the size of its committee to three members if the faculty so choose. Members cannot have an administrative rank that performs faculty evaluations within that school (such as a Level 1 or, in some schools, a Level 2). (It is preferable, although not required, that committee members abstain from applying for promotion themselves during their term of service.)

Faculty members on a Corrective Action Plan cannot serve on either the FCPS or School/Campus promotion committee.

#### **Senior Professor**

1. Requirements for initial appointment to or promotion to this rank are
2. An earned doctorate or terminal degree in the candidate's field of instruction or a closely related field
3. A distinguished record of full-time faculty deployment at the university level for at least twelve years
4. Five academic years of full-time faculty deployment at the rank of full professor with the last full academic year at Lindenwood
5. Evidence of effective leadership and dedication to the mission, values, and goals of Lindenwood University and of recent noteworthy professional accomplishment and/or institutional service
6. A ranking above the 60th percentile when the candidate's average Annual Performance Evaluation score from his or her most recent five years at Lindenwood (or as many years as are available if the candidate has not been a faculty member at Lindenwood for five years) is



compared to that of other faculty in his or her school/campus. To determine this ranking, faculty will take the average of their final annual performance weighted scores (for the last 5 years or as many years available). This number needs to be above the school/campus average of the 60th percentile scores for the same number of years. The school/campus percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school/campus Promotions Committee to determine promotion to the rank of full professor are

Distinction in teaching as evident in continuing development and sustained effectiveness, new and innovative teaching methods, curricular development, awards, and recognition

Exemplary institutional service and distinction in advising and mentoring students, formally and informally

Distinction in scholarship or creative activity, as evidenced by the candidate's recognition within and contributions to the field or profession

Distinction in leadership in matters related to at least one of the three criteria above (the School/Campus Promotions Committee will signify such distinction with a score of 4 in that criterion using the Annual Performance Guidebook where a 4 represents evidence that the candidate “exceeds expectations and assists others to do the same”)

#### **Full Professor**

Requirements for initial appointment to or promotion to this rank are

An earned doctorate or terminal degree in the candidate’s field of instruction or a closely related field

A distinguished record of full-time faculty deployment at the university level for at least seven years

Five academic years of full-time faculty deployment at the rank of associate professor with the last full academic year at Lindenwood

Evidence of effective leadership and dedication to the mission, values, and goals of Lindenwood University and of recent noteworthy professional accomplishment and/or institutional service

A ranking above the 50th percentile when the candidate’s average Annual Performance Evaluation score from his or her most recent five years at Lindenwood (or as many years as are available if the candidate has not been a faculty member at Lindenwood for five years) is compared to that of other faculty in his or her school/campus. To determine this ranking, faculty will take the average of their final annual performance weighted scores (for the last 5 years or as many years available). This number needs to be above the school/campus average of the 50th percentile scores for the same number of years. The school/campus percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school/campus Promotions Committee to determine promotion to the rank of full professor are

1. Distinction in teaching as evident in continuing development and sustained effectiveness, new and innovative teaching methods, curricular development, awards, and recognition

2. Exemplary institutional service and distinction in advising and mentoring students, formally and informally
3. Distinction in scholarship or creative activity, as evidenced by the candidate's recognition within and contributions to the field or profession
4. Distinction in leadership in matters related to at least one of the three criteria above (the School/Campus Promotions Committee will signify such distinction with a score of 4 in that criterion using the Annual Performance Guidebook where a 4 represents evidence that the candidate "exceeds expectations and assists others to do the same")

**Associate Professor**

Requirements for initial appointment to or promotion to this rank are

1. An earned doctorate or terminal degree in the candidate's field of instruction or a closely related field
2. At least four academic years of full-time faculty deployment as an assistant professor\* with the last full academic year at Lindenwood University (\*visiting assistant professor is equivalent to assistant professor)
3. Evidence of developing leadership qualities, professional accomplishment, and/or institutional service
4. A ranking above the 25th percentile when the candidate's average Annual Performance Evaluation score from his or her most recent three years at Lindenwood (or as many years as are available if the candidate has not been a faculty member at Lindenwood for three years) is compared to the averages of the faculty members in his or her school/campus. To determine this ranking, faculty will take the average of their final annual performance weighted scores (for the last 3 years or as many years available). This number needs to be above the school/campus average of the 25th percentile scores for the same number of years. The school/campus percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school/campus Promotions Committee to determine promotion to the rank of associate professor are

1. Demonstrated effectiveness in teaching and commitment to self-improvement
2. Valued contributions to the institution through service activities and demonstrated ability to take on greater levels of institutional responsibility
3. Achievement in scholarship and creative activity that establishes the individual as a significant contributor to the field or profession, with potential for distinction
4. Particular distinction in at least one of the three criteria above (the Promotions Committee will signify such distinction with a score of 3 in that criterion using the Annual Performance Guidebook where a 3 represents evidence that the candidate "exceeds expectations")

**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.

**Senior Instructor**

Requirements for initial appointment to or promotion to this rank are

1. An earned master's degree in the candidate's field of instruction or a closely related field
2. A distinguished record of full-time deployment at the university level for at least seven academic years
3. At least five academic years of full-time deployment at the rank of Instructor at Lindenwood University
4. Evidence of effective leadership and dedication to the mission, values, and goals of Lindenwood University and evidence of recent noteworthy professional accomplishments and/or institutional service
5. A ranking above the 30th percentile when the candidate's average Annual Performance Evaluation score from his or her most recent three years at Lindenwood (or as many years as are available if the candidate has not been a faculty member at Lindenwood for three years) is compared to the averages of the faculty members in his or her school/campus. To determine this ranking, faculty will take the average of their final annual performance weighted scores (for the last 5 years or as many years available). This number needs to be above the school/campus average of the 30th percentile scores for the same number of years. The school/campus percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school/campus Promotions Committee to determine promotion to the rank of associate professor are

1. Distinction in teaching as evident in continuing development and sustained effectiveness in the classroom, use of new and innovative teaching methods, regular curricular revision and improvement, awards, and recognition. Valued contributions to the institution through service activities and demonstrated ability to take on greater levels of institutional responsibility
2. Exemplary institutional service, and distinction in advising and mentoring students
3. Distinction in leadership in matters related to at least one of the two criteria above (the Promotions Committee will signify such distinction with a score of 3 in that criterion using the Annual Performance Guidebook where a 3 represents evidence that the candidate "exceeds expectations")

### **Terminal Degree Clause**

Instructors in the process of defending a doctoral dissertation at the point of hire will be assigned the rank of assistant professor following a successful completion of their degree. Instructors who complete a terminal degree after their first year at Lindenwood are eligible to apply for an assistant professor position, should one become available.

**Instructor:** Instructors 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 may be assigned a 5-5 teaching load in lieu of student advisement.

**Online instructor:** Online instructors instruct and educate traditional-age and adult college students using online tools. Online instructors provide instruction in specific academic subjects based on the same academic and professional credentials required of all university faculty. Because this is a remote position, online instructors enjoy some flexibility and can exercise some discretion over when they work, though ultimately they report directly to a university academic administrator and adhere to university, school, program, and department performance expectations. Full-time (9-month) online instructors teach an equivalent of 30 credit hours each academic year.

**Visiting Faculty:** Faculty who are offered a temporary or visiting appointments, for example as replacement for permanent faculty on administrative assignment, are accountable to 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 not afforded the contractual rights of permanent faculty. Visiting faculty will otherwise hold a rank appropriate to their education and experience, will normally have an earned doctorate or other appropriate terminal degree, and must teach at least 18 semester hours per year. They may be assigned a 5-5 teaching load in lieu of student advisement.

### **Procedures for Promotion**

Beginning in the 2017-2018 academic year, Lindenwood University will be implementing a four-year plan that will

- Reward the institution's most meritorious faculty with salary raises upon promotion in rank
- Increase the rigor of the vetting of candidates for promotion by their colleagues
- Potentially shift a greater proportion of the privileges and responsibilities of faculty governance to associate and full professors if faculty so desire

To achieve these goals, the following procedures for promotion in rank will govern the promotions process during this four-year transition period.

1. The decision to apply for promotion ought to be made in consultation with the school dean or Belleville division chair, although the decision is ultimately up to the candidate. It is the candidate's responsibility to request for promotion in rank through the PIR portal software. Human Resources will confirm that the candidate has served the requisite number of years at Lindenwood, is in good standing, and has achieved a sufficient percentile rank with his or her Faculty Performance Evaluations to be eligible for consideration. Note: As academic administrators have different annual performance evaluations from other faculty, they are not ranked against other faculty and thus do not have a percentile requirement for eligibility. Additionally, academic administrators are evaluated only by the FCPS (not the school/campus committee). The criterion used to recommend or not recommend a candidate for promotion is the same. All other promotions criteria and processes remain the same for them.
2. The candidate for promotion will submit an materials into the PIR portal software containing
  - a. A 2-3-page overview of the entire period of service to the university with emphasis on the past three years
  - b. A one-page synopsis for each of the criteria listed for the promotion in rank along with supporting evidence
  - c. An 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 Human Resources, who will add them to the PIR portal software. Human Resources can update candidates about the receipt of peer evaluation letters as requested.

4. The candidate's school dean or Belleville division chair will send a statement or letter regarding the candidate's promotion to Human Resources. Human Resources will add this document to the PIR portal software.
5. HR will add to the PIR portal software the candidate's Faculty Performance Evaluations for the most recent three years (if the candidate is applying for associate rank) or five years (if the candidate is applying for full rank), along with the candidate's school/campus 25<sup>th</sup> (for associate) and 50<sup>th</sup> percentile (for full) scores.
6. The school/campus's Promotions Committee will give full deliberation to the merit of each faculty candidate for promotion and will determine whether to recommend or reject the application. Confidentiality will be maintained for all information in the promotion application. If a member of the committee is up for promotion, that member must recuse himself or herself from the deliberations and the vote on the application. Each member of the committee votes by filling out a weighted rubric guided by the annual performance evaluation guidebook, the school/campus rubric, and the criterion described under the requirements for the appropriate rank. For promotion to associate rank, a weighted score of 2.2 with a 3 in at least one category from each committee member is considered a vote for recommendation; for promotion to full rank, a score of 2.7 with a 4 in at least one category from each committee member is considered a vote for recommendation. To recommend a faculty member for promotion, no more than one committee member may cast a dissenting vote.
7. Once the school/campus's Promotions Committee has concluded deliberations, it will write a brief explanation of its recommendation or rejection for promotion for each applicant. This explanation, along with rubrics and comments will be uploaded into the PIR portal software. Human Resources will then make the application available for the (FCPS) to review.
8. The FCPS will give full deliberation to the merit of each application for promotion, giving due deference to the school committee's decision. Particular attention will be given to applications that received split votes from the school committees. Confidentiality will be maintained for all promotion materials in the PIR portal software. The representative from the candidate's St. Charles school or Belleville division will take part in deliberations but will not vote on the candidate's promotion. (If the candidate is from a Belleville division different from those represented by the Belleville subcommittee members, the chair of the subcommittee will designate one of the Belleville representatives as non-voting for that candidate.) After deliberations, each voting member of the subcommittee votes to support or reject the school/campus vote. To recommend a faculty member for promotion requires a 2/3 majority vote.
9. Once the FCPS has concluded deliberations, it will write a brief explanation of its recommendation or rejection for promotion for each applicant. It will submit all recommendations to the system provost (St. Charles) or campus provost (Belleville), along with the written explanations for all decisions on promotion rendered.
10. Faculty Council will email candidates on the status of their promotion requests, whether they have been recommended or rejected, along with the written explanation of the decision. If rejected, detailed information on growth and improvement will be provided.
11. The system provost or campus provost will present the Faculty Council's recommendations to the Deans' Council.

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

**Assistant Deans/Associate Deans/Deans:** A dean applying for promotion in rank is not reviewed by his or her school/campus Promotions Committee. Deans' materials are reviewed directly by the FCPS. Deans will be evaluated using the academic administrator rubric for their school/campus. The dean must still perform all relevant steps of the promotions process according to the same calendar as other faculty. Percentiles do not apply, however, the candidate must meet a 3 (exceeds expectations) in at least one criteria for Associate and 4 (exceeds expectations and assists others to do the same) in at least one criteria for Full Professor using the performance evaluation guidebook. All functions in the promotions process normally performed by the applicant's dean are instead performed by the provost.

**Appeals Process:** Candidates who were denied promotion can apply the following year. If a candidate wishes to appeal, the candidate has two weeks from date the notification email was sent to request the provost or Belleville campus provost review the promotion materials. The candidate should also notify the Faculty Council ombudsperson, who will represent the candidate's concerns in a meeting with the system provost or campus provost and the Deans' Council. That provost and the Deans' Council will make a decision on the appeal and inform the candidate and Faculty Council within three weeks of the request.

#### **Completing Implementation of the New Promotions Process, Academic Years 2017-2018 to 2020-2021**

The first four years under the new promotions process form a transition period. Several steps need to be taken during these years to ensure that the promotions process functions as intended and will serve Lindenwood for years to come. Additionally, the faculty of the schools/campuses may wish to increase the value and significance of promotion by placing a greater proportion of the privileges and responsibilities of faculty governance in faculty possessing associate or full professor rank. To complete the new process's implementation, the following steps should be taken:

1. The faculty of each school/campus should assess their Faculty Performance Evaluation rubrics each year in consultation with that year's Promotions Committee and the school dean/division chair to determine whether the rubrics are effective tools for distinguishing faculty merit. Modifications should be made to the rubrics as needed to improve their usefulness.
2. In 2020-2021, each school/campus will perform a more thorough review of its Faculty Performance Evaluation rubric. It will form a task force of associate and full professors and the school dean/division chair to assess its rubric and recommend any necessary changes to ensure that the rubric reflects its goals and that rigorous standards will be upheld in the evaluation of future candidates for promotion. The rubric should be approved by a vote of the school/campus's associate and full professors. It will go into effect in the 2021-2022 academic year.
3. In 2020-2021, the Faculty Council will discuss the privileges and responsibilities of the various faculty ranks in university governance. It will determine in what roles on university standing committees (i.e., member, officer, chair, etc.) faculty of each rank may serve. If any changes to eligibility are made, they will take effect in 2021-2022.

4. In 2020-2021, each school/campus will discuss the privileges and responsibilities of the various faculty ranks in school/campus governance. A task force of associate and full professors and the school dean/division chair will determine in what school/campus roles (i.e., school committee officer, program chair, etc.) faculty of particular ranks may serve. If any changes to eligibility are made, they will take effect in 2021-2022.
5. In 2020-2021, Faculty Council and the Deans Council will perform a thorough review of the entire promotions process, making modifications as they deem necessary to improve its effectiveness. Beginning in 2021-2022, candidates for promotion will no longer be required to score above the 25th (or 50th) percentile of the average of their school's Faculty Performance Evaluation during the three (or five) years prior to their promotion to associate (or full) rank. However, a candidate's percentile ranks will still be included in the promotion portfolio. The rigor of the promotions process will be maintained by the establishment of benchmarks based on the data gathered over the first four years of implementation.
6. Beginning in 2021-2022, at least one of the two Faculty Council representatives from each school/division must hold the rank of associate or full professor. Only representatives holding such rank will be eligible to serve on the FCPS.

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**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>First week in February</b>	Request for promotion in rank submitted through the PIR portal software	Candidate to PIR portal software
<b>First week in February</b>	Candidate requests peer evaluations from colleagues to be sent directly to Human Resources	Candidate to colleagues
<b>Fourth week in February</b>	Peer letters due to Human Resources	Colleagues to Human Resources by email
<b>First week in March</b>	HR will add Faculty Performance Evaluation materials to the PIR portal software  All materials due to PIR portal software	Human Resources through PIR portal software  Candidate to PIR portal software
<b>Third and Fourth weeks in March</b>	3 <sup>rd</sup> week - dean/division chair send a statement to VP-HR  4 <sup>th</sup> week - Review of promotion materials by school promotions committees	Dean/division chair to HR  Promotions committees through PIR portal software

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<b>Fourth week in March</b>	School/campus Promotions committees upload explanations of recommendation/rejection, rubrics, and comments to PIR portal software	School/campus Promotions committees to PIR portal software
<b>First and second weeks in April</b>	Review of promotion materials by FCPS	FCPS through PIR portal software
<b>Third week in April</b>	Faculty Council sends recommendations to provost	Faculty Council to provost by email
<b>Third week in April</b>	Faculty Council informs candidates of recommendation/rejection	Faculty Council to candidates by email
<b>Late April</b>	Provost presents recommendations to president	Provost to president
<b>Late April</b>	Provost presents recommendations to Deans' Council	Provost to Deans' Council

## 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**

- 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 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.
- A letter of support/reservation by the dean of the home department explaining their reasons for either position
- 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.
- 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.
- 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.
- All above information, including the Faculty Council votes, must be forwarded in confidence to the provost no later than March 1.
- 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 discounts as granted full-time faculty members
- Ability to offer a Faculty Scholarship to an incoming Lindenwood student
- Maintain a website bio
- Receive a parking sticker

## TERMINAL DEGREES FOR SUBJECT AREAS TAUGHT AT LINDENWOOD

Applies to all instructors hired after July 1, 2014, and is not retroactively applied.

SUBJECT TO BE TAUGHT	TERMINAL DEGREE	COMMENTS
<b>ACCOUNTING</b>	PhD or DBA in Accounting	
<b>ADVERTISING/PR: CORP COMM</b>	PhD in Advertising, Public Relations or Corporate Communications	
	MFA in Advertising, Public Relations or Corporate Communications	
<b>ANTHROPOLOGY</b>	PhD in Anthropology	
	PhD in Archaeology	
<b>ART HISTORY</b>	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>EDUCATION</b>	Teacher Education—PhD or EdD in Curriculum and Instruction	
	Counseling – PhD or EdD Counseling	
	Educational Leadership – PhD or EdD in Educational Leadership	
	Social Work – Masters in Social Work for undergraduate teaching, PhD or EdD	
	Higher Education Administration – PhD preferred, EdD accepted in Higher Ed Administration	
<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/HISTORY</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	

Doctoral or other terminal degrees not specifically listed here will be considered on a case-by-case basis.

## 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 from schools 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.

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	Yes	Yes	No	No

	completion of in-field master's degree				
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 ensure 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.

## **FACULTY GOVERNANCE AND DEVELOPMENT**

### **FACULTY COUNCIL**

The president has administrative authority over the university, 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. Faculty Council members can serve two consecutive two-year terms for a total of four years, after which they must take at least one 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 with regard to review, evaluation, and adoption of academic policies and procedures. The Faculty Council plans, calls, and runs all general faculty meetings and the August workshop week. 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. Full-time faculty members, deans, administrators, and adjunct instructors are welcome to attend.



At the conclusion of the meeting, the faculty may move into executive session. During this portion of the meeting, all academic administrators with evaluative duties leave the room. 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.

## **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, as described below. 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 and the Belleville campus provost. Ex officio members include the provost, the associate provosts, and the VP-HR. A dean who must be absent from a meeting may designate an associate or assistant dean from their school, or Belleville division chair, as a proxy for voting purposes. In the case of a tie vote, the system provost will provide the deciding vote. Minutes of Deans Council meetings are distributed to the Faculty Council, Staff Council, and other university staff and administrators.

## **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 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 Assessment Committee provides oversight and support of the university's assessment program. The committee consists of representatives from each academic school, Belleville campus, staff, and students. Assessment at Lindenwood is conducted within the following units: academic degree programs (majors); co-curricular units; administrative units; and general education.

### **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 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. The FSSC also coordinates submission of faculty scholarship assignment proposals from the FSACs to the provost each fall.

### **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.

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

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.

## **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.

## **PROCESS FOR EVALUATION AND APPROVAL OF CURRICULUM CHANGES**

All change proposals are evaluated first by a school/division curriculum committee. Depending on the complexity of the proposal, it may also receive additional review as detailed below.

1. School/Division Curriculum Committee (SDCC): Each academic school maintains a committee with cross system representation to review course/program proposals from within the school/division. SDCC membership includes a representative from each program/division in the school along with representation from the Belleville campus as appropriate to the proposal, preferably comprising of an odd number of members. The members select a chair to oversee meetings, to communicate the committee's progress to the school dean or Belleville provost, and to be responsible for moving the proposals to the next step in the process. The SDCCs

- (a) Collect proposals for course/program creation, deletion, or revision throughout the academic year.
- (b) Provide/gather the subject area expertise needed to review a given proposal.
- (c) Communicate the process for course/program proposals to colleagues within their school/ division.
- (d) Review proposals for the creation/deletion of courses/programs within the school/division.
- (e) Facilitate internal reviews of newly created degree programs after 3-4 years, or as needed.

2. SDCC Chairs: To prevent duplication or potential conflict between programs offered in different schools, new course proposals and proposals for course deletion are checked by the SDCC chairs and by the academic school deans/Belleville provost before they are submitted to the provost for inclusion in the university catalogs. The shared mission also includes ensuring that the common standards are used for the creation/deletion of courses across the university system.

3. Academic Program Advisory Committee (APAC): This committee consists of members from the Faculty Council, one member from each St. Charles academic school plus Belleville, the St. Charles academic deans, and the Belleville campus provost. The APAC is co-chaired by the Faculty Council chairs from the St. Charles and Belleville campuses and the system provost. These members serve in a nonvoting capacity, unless called upon to break a tie vote. Other faculty/staff members are sometimes called upon to provide additional information on a program proposal. The APAC meets as needed and is responsible to

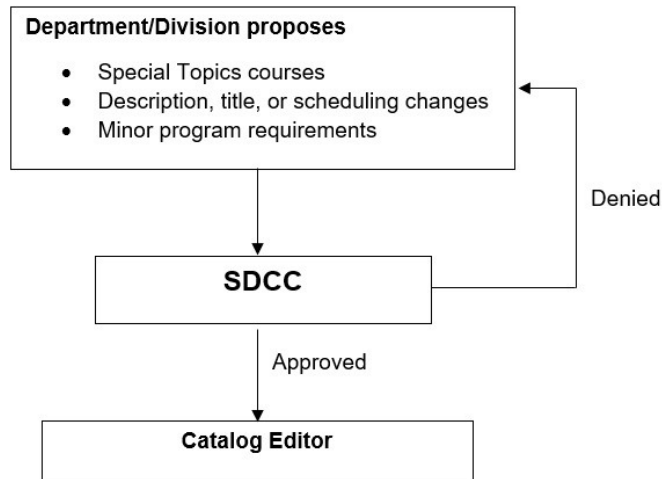
- (a) Review proposals for creation, deletion, or significant revision of academic programs approved by SDCC.
- (b) Ensure common standards for the creation/deletion of programs across the university system.
- (c) Review market analysis and enrollment data or projections on programs under review.
- (d) Prevent duplication of programs among the academic schools.
- (e) Participate in the review of all academic programs on a seven-year cycle.

### **Categories of Curriculum Change Proposals**

**Minor Revisions:** Minor revisions include creation of new special topics courses and changes to existing course descriptions, titles, and course offering schedules and minor changes to program requirements. The SDCC may take one of the following actions on minor revisions:

1. Vote in favor of the proposal.
2. Table the proposal until additional information is provided.
3. Send the proposal back to the corresponding department/division for revision.
4. Reject the proposal.

If approved by the SDCC, the proposal is sent to the catalog editor by the SDCC chair.

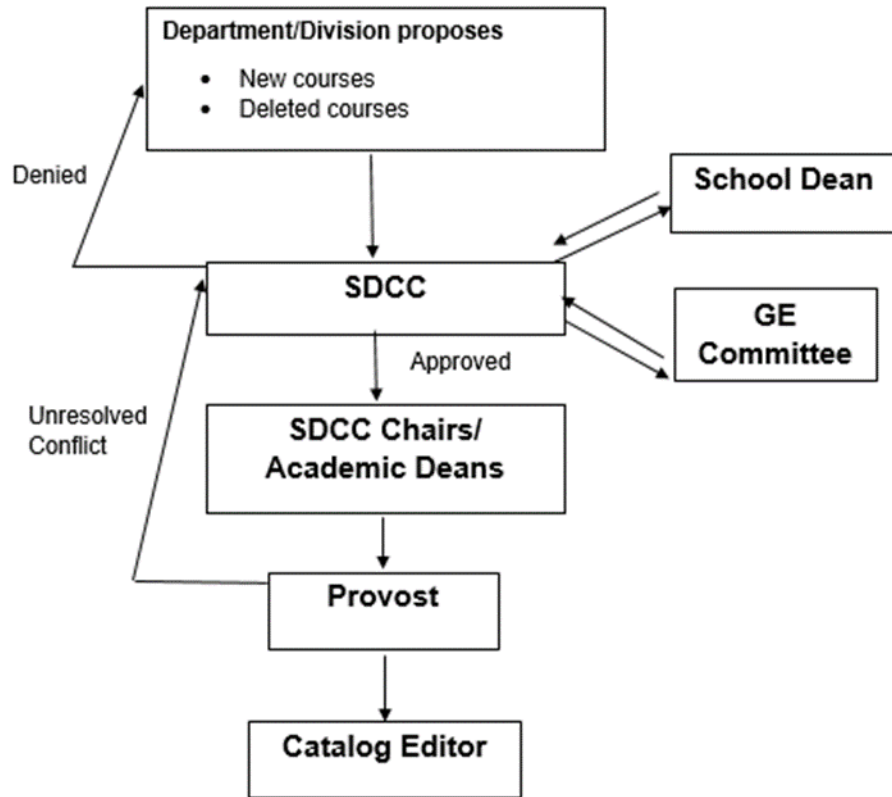


**Figure 1: Minor Revisions Process**

**Course Proposals:** Course proposals include the creation/deletion of courses, and assignment of General Education designation to new or existing courses. The SDCC may take one of the following actions on Course Proposals:

1. Vote in favor of the proposal.
2. Table the proposal until additional information is provided.
3. Send the proposal back to the corresponding department/division for revision.
4. Reject the proposal.

The SDCC consults with the school dean/Belleville division chair before making a decision. Once a proposal is approved by the SDCC, the chair posts it so that it can be checked by the other SDCC chairs and the Deans Council for potential conflicts or duplications. Any such conflicts are referred to the provost for resolution. If a resolution is reached and approved, the proposal is sent to the catalog editor for inclusion to the next catalog. If no resolution is achieved, the proposal is returned to the corresponding SDCC.



**Figure 2: Course Proposal Process**

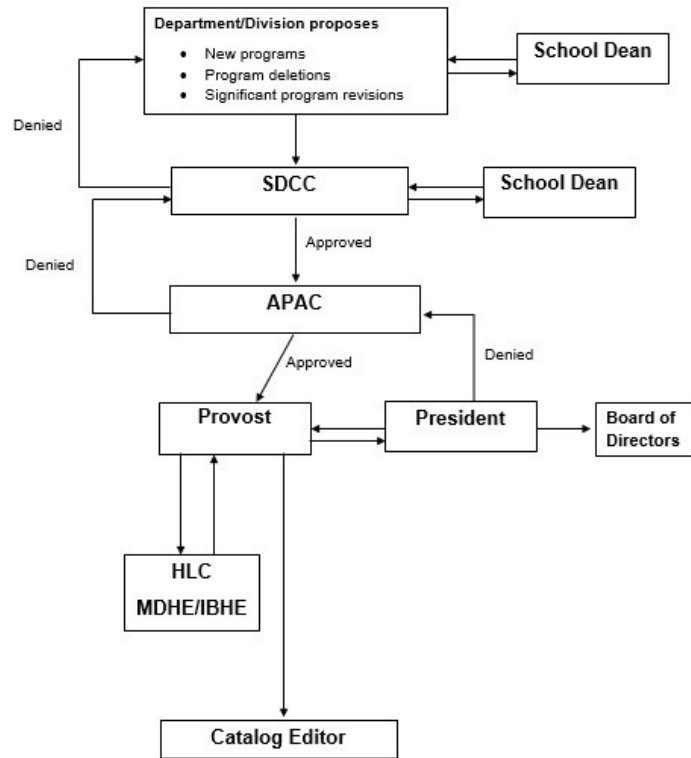
**Program Proposals:** Program proposals include the creation and deletion of programs as well as significant revision to existing programs. The SDCC may take one of the following actions on program proposals:

1. Vote in favor of the proposal.
2. Table the proposal until additional information is provided.
3. Send the proposal back to the corresponding department/division for revision.
4. Reject the proposal.

The SDCC consults with the school dean before making a decision. Once a proposal is approved by the SDCC, it is sent to APAC for consideration. APAC may take one of the following actions on program proposals:

1. Vote in favor of the proposal.
2. Table the proposal until additional information is provided.
3. Send the proposal back to the corresponding SDCC for revision.
4. Reject the proposal.

In the event of a tie, the Faculty Council chairs and provost/VP-ASA cast the deciding votes. If approved by APAC, the approved proposal is sent to the provost to review with the president for final approval. If approved, the president notifies the Board of Trustees. The provost notifies the Higher Learning Commission (HLC) and Missouri Department of Higher Education (MDHE) and/or the Illinois Board of Higher Education (IBHE) of the program creation or deletion. Once all required approvals are received, the provost submits the proposal to the catalog editor for inclusion in the university catalogs.



**Figure 3: Program Proposal Process**

## **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 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 rRequesting 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.

## **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. See Professional Development in Section 3.

Coverage of classes for faculty attending conferences is paramount. A plan for coverage of classes to be missed must be included in the 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 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 provide 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.

### **Occasional 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.

### **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.

## **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.

## **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.

## **ROYALTY DONATIONS**

Faculty members (full-time, part-time, or adjunct instructors) who require students to purchase a textbook or any other instructional materials 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.

## **SYLLABUS PREPARATION**

Every course must have a complete, thorough, and accurate syllabus, which must be made available to students in Canvas. 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 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.

# 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 per term, and adjunct instructors in the School of Accelerated Degree Programs may teach up to two clusters. Instructors receive a separate 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:

- Reserved parking spaces for adjunct instructors with a valid (free) parking sticker on the St. Charles and Belleville campuses
- 25% discount off purchases at any Pedestal location on the St. Charles and Belleville campuses; including Starbucks and Spellmann Center Dining options.
- 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
- Discounts available at Planet Fitness and Club Fitness with Lindenwood ID.

- Free admission for instructor and a guest to all Lindenwood athletics events by showing a current Lindenwood ID card
- Employee discount at Barnes & Noble on-campus bookstore: 10 percent off any purchase
- Two free tickets for student theatre or concert productions at Lindenwood
- On-call, on campus assistance of Lindenwood Security staff as needed 24/7
- On-call classroom technology troubleshooting assistance from Lindenwood Help Desk staff
- Free use of Lindenwood Copy Center (days or before evening classes) to make bulk quantities of copies needed for classes taught at Lindenwood
- Free training on the use of 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 and meetings with students

## 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.

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

## ADJUNCT TEACHING AWARD

Lindenwood Adjunct Teaching Awards are presented to the part-time or adjunct Lindenwood faculty member on each campus 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 on each campus determines the recipients of the award.

## 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:
  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.
- 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. 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.
- 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 support staff or academic administrators 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 **enrolled in classes for the current term unless hired for a 52-week position, then summer exceptions apply**. Student employees with a 52-week position who want to work in the summer months must be enrolled in Summer classes OR be enrolled in the upcoming term to maintain work eligibility through the summer months 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 lifted. 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 a student employee, and rehire into the program is not guaranteed. Decisions on academic probation are conducted through Academic Services.

Any student employee 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 or ineligibility. 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 any outstanding financial obligations. Student employees are expected to meet all financial obligations 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 and adhere 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
- Prior to beginning a position, all student employees must be able to provide a Social Security Number. For information on how to obtain one, please visit the Human Resources Office.
- In good standing academically, socially, and financially with the university
- As a condition of employment, all student employees 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 for the current term, unless hired for a 52-week position, then summer exceptions apply

## **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. Students will apply to posted student employee positions and those eligible will have this funding applied to their financial aid package. Students must work in order to receive this funding.

## **UNIVERSITY STUDENT EMPLOYEE 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 a student employee's employment may be terminated by Lindenwood 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.

## 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 job posting and 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– June 30	52 weeks
August 1 – May 31	40 weeks
August 15 – May 15	36 weeks

## ADMINISTRATIVE SUSPENSION

When it is in the best interest of a student or of Lindenwood University, at Lindenwood’s sole discretion, 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—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 to 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

Employees are prohibited from engaging in other employment or self-employment while on FMLA leave.

#### 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 provide sufficient information to Human Resources so a determination may be made as to whether absences are potentially FMLA-qualifying.

If employees fail to explain the reasons leave is needed, FMLA 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. When Lindenwood University requests employees to provide FMLA medical certifications, employees must provide the certifications completed by their health care provider 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.

Human Resources may contact the employee's healthcare provider to authenticate or clarify completed and sufficient medical certifications.

#### 1. Initial Medical Certifications

Employees requesting leave because of their own serious health condition or a covered family member'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 a particular 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 during FMLA leave.

#### 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 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 B—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**

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 Trustees 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 Trustees.

## **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 Trustees, as of the date below, hereby approved the initial identity theft program. Having made such initial approval, the Board of Trustees 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 Trustees August 1, 2009.

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

Last updated as of 11/13/2019

**This policy is the revised Lindenwood University Intellectual Property and Ownership Policy and is effective as of the date set forth above.**

### **1. BACKGROUND.**

- (a) **Definitions.** In addition to capitalized terms defined in the text of this Policy, capitalized terms not so defined shall have the meanings set forth in Section 10 below.
- (b) **Purpose.** This revised Lindenwood University Intellectual Property and Ownership Policy has been created to encourage research, publication and creativity at the University, and to provide an organizational structure and standards for determining the rights of the University and the Author/Developers of intellectual property to ensure that ownership of discoveries, research, works of authorship and/or other creations generated by the University and/or its Constituents be governed in ways most likely to fairly allocate ownership among the University and its Constituents as well as benefit the public domain. To this end, the University seeks to assist its Constituents to properly disclose their IP Works, to comply with applicable laws and formal agreements relating to intellectual property and its development, to comply with University policies and to gain the protection available applicable United States intellectual property and other applicable laws protecting Intellectual Property Rights. Likewise, the University seeks to ensure the commercial benefits of any IP Work be distributed in a fair and equitable manner that which recognizes both the contributions of the Constituents and the interests of the University.
- (c) **Underlying Principles.** The underlying principles of this Policy are:
  - (i) IP Works created using Material University Resources should be owned by the University;

- (ii) IP Works created by Constituents that are not created using Material University Resources should be owned by the Author/Developer(s); and
- (iii) IP Works created pursuant to Sponsorship Agreements should be owned by the University unless the University otherwise agrees in the Sponsorship Agreement.

***[Note: Underlying Principles are provided as the foundation for the ownership allocations among University and Constituents.]***

## **2. APPLICATION; ADMINISTRATION.**

- (a) **Application.** This Policy applies to the University and all Constituents.
- (b) **Administration.** The IP Committee shall administer this Policy in accordance with its terms, including the Dispute Resolution Process. All matters relating to this Policy that are disputed shall be addressed pursuant to the Dispute Resolution Process.
- (c) **Certain Exceptions.** The President or the President's designee shall have the authority to (i) negotiate exceptions to this Policy, and (ii) overrule or modify any of the decisions made by the IP Committee. The decisions of the President or, if applicable, the President's designee, shall be final. All such exceptions and decisions shall be in writing and executed by the President or the President's designee and the applicable Author/Developer.

## **3. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.**

- (a) **Default Ownership.** Unless otherwise provided in this Policy and for ease of the administration of this Policy, the University shall automatically own all IP Works that are created by any Constituent.
- (b) **Faculty IP Works.**
  - (i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Faculty member in the ordinary course of fulfilling his or her duties to the University and without additional compensation shall be owned by such Faculty member as a Faculty IP Work.
  - (ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Faculty IP Works:
    - (A) In keeping with academic tradition, the University does not claim ownership to Scholarly Works. Scholarly Works include all works created by faculty at their own direction and without use of Material University Resources. Examples of Scholarly Works include, but are not limited to research or scholarly publications, textbooks, journal articles, conference materials, fiction or nonfiction books, theatrical scripts or productions, poems, and works of music and art. In addition, the University does not claim ownership to material developed by a faculty member for their personal use in teaching particular courses that are not works for hire or works developed with Material University Resources. These works include but are not limited to items such as personal lecture notes and individualized charts or handouts. Scholarly Works do not include materials provided to students for instructional purposes at the direction of the University, such as courseware, standard course and instructional materials, video lectures, and power point presentations.

- (B) Unless otherwise set forth in an applicable Sponsorship Agreement, Sponsored IP Works created by a Faculty member (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Faculty member and the University, be owned, solely and exclusively, by the University; and/or
  - (C) IP Works created by a Faculty member at the direction of the University or using Material University Resources shall be owned solely and exclusively by the University.
  - (iii) University Attribution. The University will decide whether a given Faculty IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Faculty who own Faculty IP Works shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.
- (c) **Staff IP Works.**
- (i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Staff member in the ordinary course of fulfilling his or her duties to the University and without additional compensation, shall be owned by such Staff member as a Staff IP Work.
  - (ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Staff IP Works:
    - (A) Unless otherwise set forth in the Sponsorship Agreement, Sponsored IP Works created by a Staff member (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Staff member and the University, shall be owned, solely and exclusively, by the University; and/or
    - (B) IP Works created by a Staff member using Material University Resources shall be owned solely and exclusively by the University.
  - (iii) University Attribution. The University will decide whether a given Staff IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Staff who own Staff IP Works shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.
- (d) **Student IP Works.**
- (i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Student in the ordinary course of performance or completion of the educational requirements of the University shall be owned by such Student as a Student IP Work.
  - (ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Student IP Works:
    - (A) Unless otherwise set forth in the Sponsorship Agreement, Sponsored IP Works created by a Student (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Student and the University, shall be owned, solely and exclusively, by the University;
    - (B) IP Works created by a Student using Material University Resources shall be owned



solely and exclusively by the University;

- (C) IP Works created by a Student in the course of research or development guided by Faculty or Staff or as assigned in a course requiring the conduct of research shall be owned solely and exclusively by the University.
- (iii) Restrictions on Transfer. Student IP Works may also have market value. While enrolled at the University, a Student may not Distribute a Student IP Work (whether or not it has market value) to any third party (including Sponsors) without the express written consent of the Student's supervising Faculty member and the IP Committee or its designee.
- (iv) Co-Authorship. In the event a Student Author/Developer is permitted to Distribute a Student IP Work, such Student shall ensure that any such Distribution does not violate any rights of any co-Author/Developer or any other person who may have rights in the Student IP Work.
- (v) University Attribution. The University will decide whether a given Student IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Student(s) who own Student IP Work shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.
- (vi) Retention of Student IP Work. Students have the obligation to retrieve their Student IP Work at the end of the applicable term. If a Student has not retrieved his or her Student IP Work from the University within one hundred eighty (180) days after completion of the applicable term, the University may either retain or destroy such Student IP Work, in the University's sole and absolute discretion.
- (e) **Joint IP Works**. If more than one Constituent (whether Faculty, Staff and/or Student) is an Author/Developer of an IP Work that would not otherwise be owned by the University pursuant to this Policy, such IP Work shall be owned as the Author/Developers agree in writing prior to the creation of the IP Work, but if the Author/Developers do not agree, such IP Work shall be owned by the University.
- (f) **Sponsored IP Works**. As between Faculty, Staff and/or Students on the one hand, and the University on the other hand, the University shall own, solely and exclusively, all Sponsored IP Works except to the extent otherwise set forth or agreed to under applicable Sponsorship Agreements governing an applicable Sponsored IP Work. The University is a required signatory for all Sponsorship Agreements as directed by the President or the President's designee.
- (g) **Works Made for Hire**. All IP Works created by any third party pursuant to agreements (other than Sponsorship Agreements) entered into between any Constituent and such third party ("**Third Party Agreements**"), shall be owned solely by the University as a Work Made for Hire. To the extent any such IP Work is not copyrightable, the Third Party Agreement shall include a clause, satisfactory to the IP Committee, assigning all right, title and interest in and to such IP Work to the University. **[Note: Under US copyright laws, unless a work is designated a "work made for hire", the copyright rights in the work will be owned by the creator/author thereof.]**
- (h) **Confirmations**. Each Author/Developer, whether Faculty, Staff or Student, shall execute such instruments or other documents prepared at the University's cost, as the University determine to be necessary to assign, transfer, vest or otherwise confirm the University's ownership interest in

any applicable IP Work as set forth in this Policy.

#### 4. LICENSES

- (a) **Faculty IP Works.** The University reserves and each Faculty member Author/Developer shall grant and shall be deemed to have granted to the University a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use his or her Faculty IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes; unless, in the determination of the IP Committee, such use will impede publication by or scholarly activity of such Faculty Author/Developer.
- (b) **Staff IP Works.** The University reserves and each Staff member Author/Developer shall grant and shall be deemed to have granted to the University a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use his or her Staff IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes.
- (c) **Student IP Work.** Except to the extent a Student IP Work has not otherwise been determined be a confidential educational record under applicable University policies, the University reserves and each Student shall grant and shall be deemed to have granted a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use his or her Student IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes. In addition, Students shall make their Student IP Works available to other Students except to the extent a Student IP Work has not otherwise been determined be a confidential educational record under applicable University policies.
- (d) **Cooperation.** At the request of the University, each Author/Developer, whether Faculty, Staff or Student, shall execute such instruments or other documents prepared at the University's cost, as the University determines to be necessary to grant or confirm the University's license and/or rights to any IP Work as set forth in this Policy.

#### 5. RESPONSIBILITIES OF CONSTITUENTS

##### (a) Disclosure Requirements.

- (i) Disclosure. Each Constituent (with the sole exception of Student IP Works) shall disclose to the IP Committee in writing, (i) all projects and activities that may or are intended to result in an IP Work of financial value, produced with Material University Resources, may entail a patent, invention, or trade secret, or as otherwise directed by the IP Committee, and (ii) all discoveries and IP Works created by such Constituent together with a detailed description of such IP Works as soon as available.
- (ii) Failure to Disclose. Notwithstanding any of the provisions of this Policy, in the event a Constituent IP Work, is not disclosed to the University pursuant to this Policy, the University shall be the owner of such IP Work and the applicable Author/Developer or Inventor shall execute such instruments or other documents prepared at the University's cost, as the University determine to be necessary to assign, transfer or otherwise confirm the

University's ownership interest in any such IP Work.

- (b) **Sponsored Works.** Only the University may enter into Sponsorship Agreements unless the Constituent has obtained the prior written consent of the President or the President's designee.
- (c) **Reports.** Each Constituent shall provide to the IP Committee, all updates and reports relating to such Sponsored IP Works as may be determined by the University from time to time. A Constituent shall not provide any such reports or updates to Sponsors of Sponsored IP Works as may be required pursuant to the agreements, grants and other arrangements applicable to the Sponsored IP Works except as may be directed otherwise by the University.
- (d) **Faculty Use and Sharing.** Faculty who use the Faculty IP Works created by another Faculty member Author/Developer shall acknowledge such Author/Developer in connection with such use. Faculty shall not share Faculty IP Works of another Faculty member Author/Developer outside of the University setting without seeking and obtaining permission from such Author/Developer.
- (e) **Assistance.** In addition to and not in limitation of the provisions of Section 4 above, each Author/Developer shall provide such assistance and execute such documentation as may be reasonably necessary to protect and/or transfer applicable IP Works.
- (f) **Records.** Each Author/Developer shall retain and ensure the retention of such records and documents relating to applicable IP Works as necessary to protect the interests of the Author/Developer and/or the University.
- (g) **Conflicts and Confidentiality.** Each Author/Developer shall (i) insure that his or her activities under agreements with third parties (including Sponsors) do not conflict with this Policy; and (ii) keep all work and participation on and in IP Works confidential; and (iii) shall not disclose any IP Works (other than Student IP Works) except as set forth in this Policy, otherwise directed by the University in writing or pursuant to the provisions of a third party agreement that has been approved by the University. In the event any doubt should arise with respect to conflicts or obligations of confidentiality, the Author/Developer or other Constituent should contact the IP Committee or its designee.
- (h) **Infringement.** Each Author/Developer or other Constituent who participates in the creation of an IP Work shall be responsible for his or her contribution to such IP Work, including without limitation, ensuring that his or her contribution is an original work and does not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party, including any such rights of any other Constituent. Each Constituent is responsible for obtaining written permission for the use of any copyrighted or other proprietary materials of a third party (including from any other Constituent) for contribution to his or her IP Work.
- (i) **Content.** Each Constituent shall be responsible for ensuring that his or her contribution to a IP Work is not libelous, obscene, or otherwise contrary to applicable law.

## 6. RESPONSIBILITIES OF THE UNIVERSITY.

- (a) **Education.** The University shall be responsible for the education of all Constituents regarding the content of this Policy and the methods of obtaining protection of a Constituent's Intellectual Property Rights.
- (b) **Legal Support.** The University shall be responsible to provide legal support as and when it

determines to be appropriate and/or necessary or desirable to protect Intellectual Property Rights embodied in applicable IP Works.

- (c) **Sponsors.** The University shall be responsible to report to Sponsors and other third parties relating to applicable Sponsored IP Works as may be required pursuant to the agreements, grants and other arrangements applicable to the Sponsored IP Works.
- (d) **Administration.** The IP Committee shall be responsible to administer this Policy and the Dispute Resolution Process as set forth in Section 2 above.

## 7. PATENTS.

- (a) **Scope.** Unless otherwise set forth in an applicable Sponsorship Agreement or a Third Party Agreement, the provisions of this Section 7 shall govern IP Works that may be an Invention.
- (b) **Inventions.** Unless otherwise set forth in an applicable Sponsorship Agreement, if an Author/Developer believes an IP Work may be patentable, the Author/Developer shall submit to the IP Committee a detailed description of the IP Work through the disclosure process, including all Inventors (including Author/Developers) thereof, for its determination as to whether the IP Work may be Invention. To the extent it is determined that an IP Work may be an Invention, the IP Committee will further evaluate whether the Invention is patentable, the potential costs to apply for a patent for the Invention, the potential commercial value of the Invention (and whether applying for a patent will enhance the commercial value) and whether the University will apply for patent protection of the Invention. The IP Committee shall also evaluate the disposition of all associated Tangible Research Materials associated with Inventions, Patents, or unique research products, whether or not such products are patentable, and make decisions regarding the commercialization of such products under the policies outlined in 8(b)-(f).
- (c) **Inventorship.** To the extent the University decides to apply for patent protection for an Invention, the IP Committee may, but shall not be obligated to, use reasonable efforts to identify all of the Inventors thereof, but in any event shall have the right to rely on the submitting Inventor's disclosure of all of the Inventors thereof. If necessary, the University may engage outside counsel to assist with identifying all of the Inventors of an applicable Invention. All Constituents acknowledge that all Inventors of an Invention must be listed on an applicable patent application, otherwise the patentability of the Invention may be at risk.
- (d) **University Owned Inventions.** The University will make all decisions relating to patent protection of Inventions owned by the University.
- (e) **Patent Agreements.** Constituents may be required to sign a patent agreement with the University that will detail the Constituents' and the University's patent-related rights and responsibilities and the ownership of the Invention as provided herein. The absence of a signed agreement does not lessen or reduce the University's claim on any such Invention, and the rules set forth herein shall apply.

## 8. COMMERCIALIZATION.

- (a) **Application.** This Section applies to the Distribution of applicable IP Works, whether or not patented.
- (b) **Commercialization of University Owned IP Works.** The University will make all decisions relating to protection and Distribution of IP Works (including Inventions) owned by the University. The

University, in its discretion, may but shall not be obligated adopt, from time to time, Revenue Sharing Schedules for IP Works owned by the University, or otherwise to allocate revenue it may derive from Distribution of University owned IP Works.

(c) **Commercialization of Constituent Owned IP Works (Excluding Inventions).**

- (i) *IP Works Not Inventions.* This Section 8(c) applies to Constituent IP Works as determined pursuant to this Policy, but does not apply to Inventions.
- (ii) *Requests to Protect.* In the event a Constituent requests the University to undertake steps to obtain IP Protection to protect his or her Intellectual Property Rights for his or her IP Works, then as a condition of the University's undertaking such IP Protection the University may require the applicable Constituent(s) to transfer and assign a percentage ownership interest to the IP Work(s) and the related Intellectual Property Rights to the University. If the University so requests, the applicable Constituents and the University shall negotiate in good faith to determine the appropriate interest to be owned by the University. If the parties do not agree, the matter can be referred to the Dispute Resolution Process or the applicable Constituents may elect to obtain IP Protection independently of the University. Nothing in this Policy shall prevent an applicable Constituent from independently pursuing IP Protection for his or her IP Work. The University shall have no obligation to seek IP Protection for any Constituent IP Work.

(d) **Constituent Owned Inventions.**

- (i) *Inventions Only.* This Section 8(d) applies solely to Constituent IP Works that are Inventions.
- (ii) *Requests to Protect.* In the event a Constituent requests the University to obtain patent protection for a Constituent IP Work that is an Invention, then as a condition to the University's prosecution of a patent application (or applications) for such Invention, the University may require the applicable Constituent(s) and Inventors to transfer and assign a percentage ownership interest in the IP Work and the related patents to the University. If the University so requests, the University and the applicable Constituents/Inventors shall negotiate in good faith to determine the appropriate interest to be owned by the University. If the parties do not agree, the matter can be referred to Dispute Resolution or the applicable Constituents may elect to prosecute the patent applications for the Constituent owned Invention independently of the University. Nothing in this Policy shall prevent an applicable Constituent from independently pursuing patent protection for a Constituent IP Work. The University shall have no obligation to seek a patent protection for any Constituent IP Work.

(e) **Cooperation.** For all IP Works in which the University has a financial or ownership interest, the University and all other applicable Constituents shall work together to sell, market or license or otherwise Distribute an applicable IP Work (including Inventions) to the public to obtain financial reward for the University and the applicable Constituents. In the event of any disputes in connection therewith, the Dispute Resolution Process shall apply.

(f) **Expense and Distribution of Income.** The University will create an account to which expenses associated with patenting (if applicable) and marketing IP Works and Inventions be charged. Expenses include invoiced costs including legal fees, patent filing fees, licensing agent fees, development fees, production fees, and other out-of-pocket expenses. Revenues attributable to a particular IP Work or Invention will first be used to recover expenses incurred according to the

following formula:

- (i) Costs. One hundred percent of the income will go to the University until reimbursed for all of its out-of-pocket expenses associated with the production and development of the IP Work or invention. After the University fully recovers its expenses, the net revenues received will be distributed as determined by in accordance with this Policy.
- (ii) Multiple Author/Developers. In the event of multiple Author/Developers and/or Inventors, as the case may be, the Author/Developers or Inventors will agree among themselves on the fractional distribution of each share of any royalties. The Author/Developers or Inventors shall sign a written agreement specifying the fractional distribution of their share of the royalties. The Author/Developer's or Inventors' shares will continue even if the Author/Developers or Inventors leave the University.
- (iii) Multiple Departments. In the event of multiple departments or schools participated in the creation of an IP Work, the IP Committee will determine whether and how to allocate the University's share of the royalties among or between departments or schools.

## 9. DISPUTE RESOLUTION PROCESS.

- (a) **Referral**. In the event of any dispute with respect to matters arising under this Policy, the University or another applicable Constituent may request, by written notice, that the matter be resolved pursuant to this Dispute Resolution Process.
- (b) **Governing Body and Process**. A dispute under this Section shall be adjudicated by the IP Committee. The University and each applicable Constituent ("**Disputing Parties**") may present to the IP Committee such arguments that it may have with respect to the dispute, whether in person or in writing, as determined and directed by the IP Committee. The IP Committee may request such other information, including from third parties, as it deems appropriate. The IP Committee may consult with such experts and attorneys as it may deem appropriate in connection with the matter. The IP Committee shall provide written notice of its determination ("**Determination Notice**") to the Disputing Parties who may either accept such determination or request by written notice given to the IP Committee within 10 business days after the date of the Determination Notice, that the President review the determination the IP Committee. If the President declines to review the IP Committee's decision, the IP Committee's decision will be final and binding. If the President decides to review such decision, the President's determination shall be final and binding.

## 10. DEFINITIONS.

For clarity and usefulness, certain terms used in this Policy are defined. In addition to capitalized terms defined in the text of this Policy, the following capitalized terms shall have the meanings set forth below:

- (a) "**Author/Developer**" means the creator of an IP Work (including an Invention).
- (b) "**Constituents**" means, collectively, University, Faculty, Staff and Students.
- (c) "**Constituent IP Work**" means an IP Work owned, in whole or in part, by any Faculty, Staff and/or Students.
- (d) "**Dispute Resolution Process**" means the process for dispute resolution set forth in Section 9.

- (e) **“Distribute”** (together with its correlative term, **“Distribution”**) means (1) to distribute, commercialize, exploit and/or market for commercial gain, and/or (2) disclose, assign or transfer for compensation of any type or commercial gain.
- (f) **“Faculty”** means all (i) full-time and part-time faculty and instructors employed by the University, and (ii) all persons not employed by the University who are visiting faculty, adjunct faculty and/or instructors.
- (g) **“Faculty IP Works”** means IP Works for which a member of the Faculty is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.
- (h) **“Intellectual Property Rights”** means all intellectual property rights throughout the world, registered or unregistered, whether existing now or in the future, including without limitation: (a) all patent rights and other rights in inventions and ornamental designs; (b) all copyrights and other rights in works of authorship, software, mask works, databases, compilations, and collections of information; (c) all trademarks, service marks, and other proprietary trade designations; (d) rights of privacy and publicity; and (e) all rights in know-how and trade secrets.
- (i) **“Inventor”** means a Constituent, Author/Developer or other person who invents or contributes to an Invention.
- (j) **“Invention”** means an IP Work that may be patentable under applicable law.
- (k) **“IP Committee”** means the Intellectual Property Committee established by the University, the members of which may be replaced or removed from time to time. The members of the IP Committee shall be as established by the University to include: the Provost, the VP for Information Technology, the University General Counsel, the Faculty Council Chair, and the Director of Research and Compliance.
- (l) **“IP Protection”** means any form of protection that can be obtained or utilized to protect an IP Work, whether through trademark or copyright registration, patenting, treatment as a trade secret or otherwise.
- (m) **“IP Works”** means collectively, (i) all creations, discoveries, works of authorship and/or other proprietary properties of whatsoever kind or nature, including without limitation, publications, white papers, research properties, notebooks, presentations, courseware, lectures, instructional aids, software, graphic and artistic works, photographs and other visual images, music, audio and/or video recordings, dramatic or theatrical works, data compilations, ideas, processes, inventions, machines, technology concepts, designs (including without limitation web designs), manufactures, applications, trade secrets, compositions of matter, genetic developments, discoveries and similar proprietary properties; (ii) all Inventions; (iii) all improvements, modifications and derivations of each of the foregoing; and (iv) all Intellectual Property Rights embodied in each of the foregoing ((i), (ii) and (iii)). For avoidance of doubt, an IP Work may be created or developed by (i) a third party, and/or (ii) by a Constituent, and in each case, whether using any resources of the University (whether or not Material University Resources), created within the scope of employment with the University, created as part of assigned classroom work or projects or otherwise in connection with a Constituent’s association with the University and/or created pursuant to an agreement with the University, whether for a Work Made for Hire or pursuant to a Sponsorship Agreement.
- (n) **“Material University Resources”** means resources of the University, including without limitation,

- (a) any funds used directly to support any IP Works (excluding salary and Course Releases, Sabbaticals, or release from ordinary duties for the purposes of research or scholarship, unless that release is contingent upon prior negotiation of IP ownership with Lindenwood University); (b) physical assets of the University, excluding those items routinely used within the Faculty or staff offices and are available to Constituents for their use, e.g., office furniture, basic lab equipment and standard personal protective equipment, office computers, and supplies; (c) material periods of time contributed by any Constituent other than an Author/Developer; (d) any project funded by a Sponsor. Examples of Material University Resources under 10(n)(b) include, but are not limited to, any products or services used to develop software, games, or apps, specialized lab or medical equipment, or other items requiring extraordinary subscription fees, purchasing, licensing, or University services.
- (o) **“Policy”** means this revised Lindenwood University Intellectual Property and Ownership Policy.
- (p) **“President”** means the President of the University.
- (q) **“Revenue Sharing Schedule”** means a standardized schedule that may be adopted and amended by the University from time to time that allocates revenue derived from applicable IP Works (including Inventions) among the University, applicable Constituents, University departments or schools, or as otherwise determined by the University.
- (r) **“Scholarly Works”** means all works, regardless of their form of expression, created by faculty at their own direction and without use of Material University Resources. Examples of Scholarly Works include, but are not limited to research or scholarly publications, dissertations and theses, textbooks, journal articles, conference materials, fiction or nonfiction books, theatrical scripts or productions, poems, and works of music and art.
- (s) **“Sponsored IP Works”** means IP Works and projects that are administered by the University, and (i) performed or funded through Sponsors, (ii) performed pursuant to a third party (including Sponsor) agreement, (iii) funded through grants; (iv) in which a third party has an interest (including fellowships and similar); and/or (v) other arrangements in which a third party has a sponsorship interest; regardless of whether the Author/Developer is a Faculty Member, Student or other Constituent.
- (t) **“Sponsors”** means individual, corporate, federal state and other external funders, sponsors and other third parties that sponsor research and other activities that may or are intended to result in an IP Work, or is intended to cause the creation of IP Works as described in this Policy.
- (u) **“Sponsorship Agreements”** means agreements executed by Sponsors and the University for the creation of Sponsored IP Work.
- (v) **“Staff”** means employees of the University other than Faculty (excluding Students who are employed at the University).
- (w) **“Staff IP Works”** means IP Works for which a member of the Staff is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.
- (x) **“Students”** means all former, currently enrolled and future students of the University, including undergraduate, graduate and part-time students.
- (y) **“Student IP Works”** means IP Works for which a Student is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.



- (z) **“Tangible Research Materials”** means items, products, or tools produced in the course of research projects, whether or not such products may be patentable. Examples of such proprietary physical materials include, but are not limited to biological materials, chemical compounds, plants and plant varieties, DNA sequences, and protein sequences.
- (aa) **“Third Party Agreements”** has the meaning set forth in Section 3(g).
- (bb) **“University”** refers to Lindenwood University.
- (cc) **“Works Made for Hire”** means IP Works separately paid for by the University, whether (1) to Faculty or other Constituents excluding regular salary payments (examples include, without limitation, books, online course development and other IP Works), and/or (2) to any third parties.

## 11. MISCELLANEOUS.

- (a) **Updates.** This Policy may be updated by the University at any time and from time to time, with our without notice. All updates shall be dated and posted to the University Website, the Student Handbook and the employee guide.
- (b) **Conventions.** For purposes of this Policy, the term “including” means “including without limitation”; and the terms “herein,” “hereunder,” “hereto” and similar terms refer to this Policy as a whole, rather than to any particular paragraph or section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

## APPENDIX D–P2P FILE SHARING POLICY

### Lindenwood University File Sharing Policy

#### 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 employees 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.

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

## **APPENDIX E – BASIC EMERGENCY ACTION PLANS**

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

St. Charles Campus: <http://www.lindenwood.edu/student-life/campus-security/>

Belleville Campus: <http://www.lindenwood.edu/belleville/student-life/campus-security/>

### **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**

Ryan Anderson

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—BUILDING LOCKDOWN**

Lockdowns occur without warning when there is a threat that occurs on campus. Examples of threats can be an armed intruder or an incident that occurs off campus but threatens the safety of students and staff members. Lockdowns may last several minutes or may last several hours if the threat is still active.

#### **Lockdown Procedures**

Once a threat is verified, students and staff need to be alerted. A Rave alert will be activated, notifying students of the lockdown and asking students and staff who are not on campus to stay away. This will be done via text message, email, and ALERTUS notifications. During normal business hours, security will notify by radio the grounds and maintenance staff on Channel 2 and all residential life staff and building coordinators on Channel 3.

Once notified, the residential life staff, maintenance staff, and building coordinators will lock all entry doors and notify students and staff in their building to lock their doors. All radios will switch to Channel 1 for further updates.

Anyone outside when the lockdown is activated should get to a vehicle or go off campus as safely as possible. Professors, staff, and students who are in an office or classroom should lock the door and turn off the lights. Stay away from windows and await further instructions.

#### **If the building lockdown becomes an active shooter situation,**

##### **Hide**

- Hide in an area away from the shooter's view.
- Block and lock the door using whatever obstacles or furniture are available.

- Turn off the lights.
- Silence phones. Stay quiet.

#### **Take Action**

- Take action as a last resort and only when life is in imminent danger.
- Act with physical aggression and attempt to incapacitate the shooter.
- Use chairs, tables, or anything that can be thrown at the shooter.

**DO NOT UNLOCK THE DOOR FOR ANYONE.** Once the situation has been resolved, St. Charles Police or university officials will unlock the door and provide instructions. The St. Charles Police Department and Lindenwood Public Safety & Security will coordinate the building's security once it has been secured. Public Safety & Security and St. Charles police will consult and make a decision on when the lockdown will end. Once the lockdown is over, a Rave alert will be sent and security will notify everyone over the radio that the threat is over.

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

Building occupants may 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 Public Safety & Security at (636) 949-4911 and the St. Charles Police Department by dialing 911.

The building coordinator, if possible, 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, email, or word of mouth. Once the university is aware of the emergency situation, an emergency notification will be issued. An email, text, or ALERTUS notification will be issued to notify students and staff members of the location where the incident is taking place and to shelter in place and await further information.

When contacting 911, give them the following information:

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

If you are inside the building when violence occurs, do the following:

#### **Evacuate**

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

#### **Hide**

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

**DO NOT UNLOCK THE DOOR FOR ANYONE.** Once the situation has been resolved, St. Charles police officers or university officials will unlock the door and provide you with instructions. The St. Charles Police and Lindenwood Public Safety & Security will coordinate the building’s security once it is secure.

### **BASIC EMERGENCY ACTION PLAN–SHELTER IN PLACE**

#### **What it means to “Shelter-In-Place”**

If an incident occurs and the buildings or areas around you become unstable, or if the air outdoors becomes dangerous due to toxic or irritating substances, it is usually safer to stay indoors, because leaving the area may expose you to that danger. Thus, to “shelter-in-place” means to make a shelter of the building you are in, and with a few adjustments, this location can be made even safer and more comfortable until it is safe to go outside.

#### **Basic “Shelter-In-Place” Guidance**

If an incident occurs and the building you are in is not damaged, stay inside in an interior room until you are told it is safe to come out. If your building is damaged, take your personal belongings and follow the evacuation procedures for your building (close your door, proceed to the nearest exit, and use the stairs instead of elevators). Once you have evacuated, quickly seek shelter at the nearest university building. If police or fire department personnel are on the scene, follow their directions.

#### **How You Will Know to “Shelter-In-Place”**

A shelter-in-place notification may come from several sources, including Lindenwood Public Safety & Security, residential life staff members, other university employees, St. Charles government, or other authorities utilizing the university’s emergency communications tools.

#### **How to “Shelter-In-Place”**

No matter where you are, the basic steps of shelter-in-place will generally remain the same. Should the need ever arise, follow these steps, unless instructed otherwise by local emergency personnel:

1. If you are inside, stay where you are. Collect any emergency shelter-in-place supplies and a telephone to be used in case of emergency. If you are outdoors, proceed into the closest building quickly or follow instructions from emergency personnel on scene.
2. Locate a room to shelter inside. It should be an interior room that is above ground level and without windows or with the least number of windows. If there is a large group of people inside a particular building, several rooms may be necessary.
3. Shut and lock all windows (to create a tighter seal) and close exterior doors.

4. Turn off air conditioners, heaters, and fans.
5. Close vents to ventilation systems as you are able.
6. Make a list of people with you and ask someone (residential life, faculty, or other staff) to call the list to Lindenwood Public Safety & Security so they know where you are sheltering. If only students are present, one of the students should call in the list.
7. Turn on a radio or TV and listen for further instructions.
8. Make yourself comfortable.

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

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 locations inside buildings that provide cover include the following:

- Getting under a desk or heavy table and holding 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. Stay away from glass, bookshelves, and wall hangings.

NOTE: Do not seek cover under laboratory tables or benches, as 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 the evacuation assembly area. 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 them to the nearest stairwell landing and seek assistance from an emergency responder outside the building. Building coordinators will facilitate the evacuation of the buildings.

Be prepared for aftershocks. Although smaller than the main shock, aftershocks cause additional damage and may bring down weakened structures. 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 coordinator would assist in documenting the names of those missing and supply that list to Public Safety & Security and the St. Charles police.

Campus facilities, Public Safety & Security, and St. Charles police and fire will consult and a decision will be made on whether or not employees can return to their workstations or if they will be dismissed for the day. The building coordinator will give direction to students and staff based on that decision. This information will also be communicated by a Rave alert.

## **BASIC EMERGENCY ACTION PLAN–FIRE**

This section of the Building Emergency Action Plan will be activated in the event of fire alarm activation or fire discovered by building occupant.

Any faculty, staff, student, or visitor who 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 activating a visual 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 Public Safety & Security at (636) 949-4911 or call 911 and advise the police dispatcher of the fire situation in the building.

All occupants will immediately evacuate the building utilizing the posted evacuation routes. Occupants may collect their valuables (purse, coat, etc.) if time permits and should close the door upon leaving. Any occupant who comes into contact with a student or visitor should direct them to evacuate the building. Any occupant that comes into contact with a physically disabled individual should assist that individual from the building and seek assistance from an emergency responder. **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, 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 cease the attempt to and immediately evacuate the building.

Once out of the building, all occupants should gather at the evacuation assembly area. The building coordinator will conduct a count of all present and work to determine if everyone has vacated the building. Nobody should leave the assembly area, either to re-enter the building or leave the campus, until advised to do so by the building coordinator.

The building coordinator will provide information to Public Safety & Security, St. Charles City police or fire, or to 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, 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 Basic Emergency Action Plan for medical emergencies for any injury or illness that requires more than simple first aid.

Immediately contact Public Safety & Security at (636) 949-4911 and call 911 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

Comfort but do not move the victim.

Have someone standby outside the building to "flag down" the ambulance when they reach 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 Basic Emergency Action Plan will be activated in the event of a severe weather situation.

In the event of a severe weather situation, a 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 via text message, email, or ALERTUS, 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 them 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 coordinator should ensure that all building occupants are in the shelter areas and remain there until the "all clear" is given from university officials via text, email, or in-person notification. If injuries or building damage occurs, notify the St. Charles Police Department at 911 or Lindenwood Public Safety & Security at (636) 949-4911.

Once the warning period has expired, the building coordinator will give the word for employees and students to return to normal activity. **BASIC EMERGENCY ACTION PLAN—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 coordinator should contact Public Safety & Security at (636) 949-4911 to report the problem and obtain any available information.

While a power interruption does not usually cause emergencies within a facility, injuries or hazards may be created by outages. The building coordinator will determine the appropriate course of action. The building coordinator should consider the following issues:

- Dangers from tripping and injuries due to lights being out
- Person(s) being trapped on elevators
- Dangers of extreme heat and cold
- Inability to contact responders if an emergency occurs while telephones are out
- Sanitation problems due to no water

The building occupants will await university leadership decisions regarding the continuance of work in the building during a utility interruption. Any occupant that comes into contact with someone who is 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 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 & Security at (636) 949-4911 or 911 for assistance.

### **BASIC EMERGENCY ACTION PLAN—WORKPLACE VIOLENCE/TERRORISM**

Building occupants may 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 Public Safety & Security at (636) 949-4911 or the St. Charles Police Department at 911.

The building 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, email, 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. As soon as possible, it is necessary for the call receiver to complete the “Threatening Call / Bomb Threat Checklist” with the assistance of Public Safety & Security. Either the caller or someone close by should contact Public Safety & Security at (636) 949-4911 or St. Charles city police at 911 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, Public Safety & Security or St. Charles City police will unlock the door and provide you with instructions.

**Physical Threat** – If someone’s actions pose a physical threat to you, evacuate the area and report these actions to your supervisor. Contact Public Safety & Security at (636) 949-4911.

**Toxic or Irritant Gas** – Immediately evacuate the building using the same evacuation plan and procedures as used for a fire.

**Hostage Situation** – Immediately vacate the area or seek safe, secure shelter, take no chances to endanger the life of the hostage. Contact St. Charles city police as soon as possible by dialing 911. In the event someone is hurt and/or a fire is caused by these events, advise the St. Charles Police Department of this situation.

The building coordinator and Public Safety & 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 normal activity.

Any occupant who comes into contact with a student or visitor should direct them to take appropriate actions.

#### **AFTER THE EMERGENCY ACTIONS**

The building coordinator will participate in any post-incident critique regarding the emergency.

The building coordinator will contact the assistant vice president of operations regarding any property damage caused by the incident. In the event an occupant is injured, normal injury reporting procedures should be followed.

The building coordinator will assist in preparing a report after implementing this plan. This report shall review emergency actions, their effectiveness, and needed revisions. This report will be shared with employees and forwarded to Public Safety & Security.

## **APPENDIX F –SEXUAL MISCONDUCT POLICY, ST. CHARLES CAMPUS**

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**I. INTRODUCTION AND SCOPE**

Lindenwood University (the “university” or “Lindenwood University”) is committed to maintaining an environment that is free from sexual discrimination, sexual and gender-based harassment and violence, relationship violence, stalking and retaliation. The university does not discriminate on the basis of sex in matters of education, extracurricular activities, programs, athletics, admissions, housing, services, financial aid, or in the context of employment (collectively, the “programs and employment”). Sexual harassment that denies or limits a person’s ability to participate in or benefit from the university’s programs and employment is a form of prohibited discrimination.

The university is required to comply with Title IX of the Education Amendments of 1972 (“Title IX”), which prohibits discrimination on the basis of sex, and provides as follows

*No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.*

Sexual- and gender-based harassment are similarly prohibited by the Missouri Human Rights Act, Title VII of the Civil Rights Act of 1964, and other applicable law and statutes.

The university seeks to create a supportive climate that will encourage individuals to report incidents of sexual misconduct. Reporting provides the opportunity for the university to provide compassionate,

effective intervention, support and remediation, and most importantly, to prevent such incidents from occurring in the future and address any effects of the conduct on the reporting party or the university community.

This policy provides the campus community with the appropriate process for handling reports of sexual misconduct that occur to members of the university's community. Due to the nature of the offense, this procedure may be different from other Lindenwood policy violations.

This policy applies to all acts where the conduct

- Occurs on campus;
- Occurs in the context of university programs and employment; and/or
- Occurs off campus and has continuing adverse effects on the campus and/or university or in the context of university programs and employment.

This policy applies to all behavior in which the accused party is a student, faculty, staff, or a non-university-affiliated party. In the event the accused party is a third party or other non-university-affiliated party, the university will take appropriate corrective action and determine the appropriate manner of response consistent with the goals of this policy.

## **II. PURPOSE**

The procedures outlined in this policy are designed to achieve the following goals:

- Provide prompt and compassionate support services;
- Utilize a comprehensive 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 misconduct;
- Cultivate a climate of community empowerment and education in which behaviors that contribute to sexual misconduct are not tolerated;
- Ensure that appropriate steps are followed when sexual misconduct is reported; and
- Protect the rights of the reporting party, the accused party, and other parties involved in or affected by the case.

## **III. CONSENT**

### **What is Consent**

- Consent is an affirmative, knowing, and voluntary decision—clearly communicated through mutually understandable words (e.g., saying “yes”) and/or actions—to willingly engage in mutually acceptable sexual activity.
- Consent must be given freely, willingly, consciously and knowingly by each participant to any desired sexual contact.
- Consent may be withdrawn by any consenting party at any time during the sexual activity. Withdrawal of consent must be demonstrated by words and/or actions that indicate a desire to end sexual activity. Once an individual has communicated withdrawal of consent, all sexual activity must end.

### When is there NOT Consent

- When no clear consent (either verbal or nonverbal) is given, there is not effective consent. Consent cannot be given by someone who is incapacitated.
- Consent cannot be given if it is done through Intimidation, force or coercion.
- A current or previous dating or sexual relationship, by itself, does not constitute consent. Even in the context of a relationship, there must be mutually understandable communication (verbal or nonverbal) that clearly indicates a willingness to engage in sexual activity.
- Consent cannot be inferred from silence, passivity or lack of resistance. Without outward communication or action, consent does not exist.
- Consent cannot be inferred from an individual's attire or physical appearance.
- A verbal "no," even if perceived to be indecisive, constitutes a lack of consent.
- A person is not able to give valid consent if an individual is under the age of 17.

### IV. DEFINITIONS

For the purposes of this policy, the following definitions shall apply:

**"Accused Party."** Accused party refers to any individual who is identified by a reporting party as the perpetrator of sexual misconduct.

**"Confidential."** Confidentiality means that information shared by an individual with certain campus or community professionals (such as with confidential resources) *cannot* be revealed to any other individual without express permission of that individual, unless there is an imminent threat of harm to self or others, or the conduct involves suspected abuse of a minor (which requires notifying child protective services and/or local law enforcement).

**"Confidential Resource."** Confidential resources are those campus and community professionals that *must* keep information confidential shared by an individual without express person of that individual. These campus and community professionals include clergy, physicians, and mental health providers, all of whom have privileged confidentiality that has been recognized by the law of Missouri and/or Illinois.

**"Consent."** Consent is defined as set forth above.

**"Force or Coercion."** In some situations, an individual's ability to freely, willingly, and knowingly give consent is taken away by another person or circumstances. Examples include, but are not limited to

- When an individual is physically forced to participate. Force is the use or threat of physical violence and/or imposing on someone physically in order to gain sexual access. There is no requirement that a party resists the sexual advance or request, but resistance is a clear demonstration of non-consent. Any sexual activity that is forced is by definition without consent.
- When an individual is intimidated, threatened (perceived or otherwise), isolated, or confined. Such intimidation could involve the use or threat of a weapon.

- When an individual is coerced or unreasonably pressured to participate in sexual activity. When someone makes clear that they do not want to engage in sexual activity, wants something to stop, or does not want to go past a certain point of sexual interaction—continued pressure past that point can be considered coercive behavior. When evaluating coercive behavior, factors such as the frequency, duration, location (isolation of recipient of unwanted contact), and intensity of coercive behaviors will be considered. A person’s words or conduct are sufficient to constitute coercion if they wrongfully impair another individual’s freedom of will and ability to choose whether or not to engage in sexual activity.

**“Incapacitation.”** A person violates this policy if they have sexual contact with someone they know, or should know, to be mentally incapacitated or to have reached the degree of intoxication that results in incapacitation.

An individual who is incapacitated cannot communicate consent to sexual activity. Incapacitation is the inability, temporarily or permanently, to give consent or communicate unwillingness, because an individual is mentally and/or physically helpless, unable, unconscious, asleep or unaware that the sexual activity is occurring.

Evaluating incapacitation requires an assessment of how the consumption of drugs and/or alcohol affects an individual’s decision-making ability, awareness of consequences, ability to make informed judgments, capacity to appreciate the nature and quality of the act, or level of consciousness.

Warning signs that a person may be so impaired by alcohol and/or drugs that they no longer have the capacity to give consent may include, but is not limited to

- Difficulty walking, stumbling, or falling down;
- Being unable to stand or walk without assistance;
- Slurred speech or inability to communicate clearly;
- Inability to focus or confusion about what is happening;
- Vomiting; or
- Combativeness, emotional volatility or other marked change in demeanor.

The test of whether an individual should know about another’s incapacitation is whether a reasonable, sober person in the same position would know or should have been aware of the reporting party’s incapacitation. An accused party cannot rebut a violation of this policy 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 negate or diminish the responsibility of an individual to obtain consent.

**“Intimidation.”** Intimidation is implied or expressed threats or acts that cause fear of harm in another.

**“Privacy.”** Privacy generally means that information related to a report made under this policy will only be shared with a limited number of individuals who “need to know” in order to assist in the active review, investigation, institution of remedial or protective measures, and determination of responsibility concerning the report. While not bound by confidentiality, these

individuals are trained and/or instructed to be discreet and to respect the privacy of all individuals involved in the process.

**“Reporting Contact.”** Reporting contact refers to individuals or entities across the university who have been designated to receive a report of sexual misconduct. The university’s reporting contacts are designated below under “Reporting Sexual Misconduct.”

**“Reporting Party.”** A reporting party refers to any individual who makes a report about an incident involving sexual misconduct. A reporting party does not need to be a victim and may act as a third-party to file a report on someone else’s behalf. To avoid confusion, however, in most contexts within this policy, “reporting party” refers to a person who has experienced the sexual misconduct.

**“Relationship Violence.”** Relationship violence is also known as **dating or domestic violence**. It includes any act of violence or threatened act of violence, expressed or implied, that occurs between individuals who are involved or have been involved in a romantic, sexual, dating, spousal, domestic, or intimate relationship.

**“Retaliation.”** Retaliation is defined in detail below under the section on prohibited conduct.

**“Sexual Assault.”** Sexual assault refers to engaging or attempting to engage in any form of sexual contact or sexual intercourse with another without consent and/or by intimidation, force or coercion.

Sexual Contact is

- Any intentional contact with the breasts, buttocks, groin, genitals or mouth with any object or body part, whether it is over or under clothing;
- Making another touch you or themselves with or on any of these body parts; or
- Any other intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.

Sexual Intercourse is

- Vaginal penetration, however slight, by a penis, object, tongue, or finger;
- Anal penetration, however slight, by a penis, object, tongue, or finger; or
- Oral copulation (mouth to genital or anal contact or genital or anal-to-mouth contact).

**“Sexual Exploitation.”** Sexual exploitation occurs when an individual takes non-consensual or abusive sexual advantage of another for his or her own advantage or benefit, or to benefit or advantage anyone other than the person being exploited, and that behavior does not otherwise constitute any other violation of this policy. Examples of sexual exploitation include, but are not limited to

- Invasion of sexual privacy, including observing or allowing another individual to observe another’s nudity or sexual activity without the consent of all individuals involved;

- Prostituting another person;
- Non-consensual video or audio-taping of sexual activity;
- Engaging in voyeurism;
- Knowingly exposing another individual to a sexually transmitted infection or virus without that individual's knowledge of the exposure;
- Exposing or inducing another to expose their genitals without consent; or
- Inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

**“Sexual Harassment.”** Sexual harassment refers to (1) unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature, and/or (2) harassment based on gender, gender identity, gender transition, gender expression, or sexual orientation, which may include acts of verbal, nonverbal, or physical aggression, intimidation or hostility based on sex, gender, or gender-stereotyping, even if the acts do not involve conduct of a sexual nature. In addition, a hostile environment will be found to be created, if

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's participation in the university's programs and/or employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for or a factor in decisions affecting that individual's participation in the university's programs and/or employment; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance, in that it is sufficiently serious, persistent or pervasive that it creates an intimidating, hostile, offensive, or abusive environment for that individual's participation in the university's programs and/or employment under both an objective and subjective standard.

Conduct reported as sexual harassment will be evaluated by considering the totality of the particular circumstances, including the nature, frequency, intensity, location, context, and duration of the conduct at issue. Although repeated incidents generally create a stronger claim, a single incident, if sufficiently severe, may create a hostile environment.

#### Sexual Harassment

- May be committed by or against anyone, regardless of sex, gender, sexual orientation, gender expression, or gender identity;
- May occur between people of the same sex or different sexes;
- Does not have to be “directed at” a specific person or persons to constitute harassment;
- Often includes a power differential between the parties based on differences in age or educational, employment, or social status;
- Some examples of sexual harassment may include, but are not limited to (1) unwelcome touching, kissing, hugging or massaging; (2) pressure for sexual activity; (3) sexual



innuendos or sexual humor; (4) obscene gestures; (5) sex-based stalking; (6) sexually explicit profanity; (7) sexual graffiti, pictures or posters, etc.

**“Sexual Misconduct.”** Sexual misconduct is defined in detail below under the section on prohibited conduct.

**“Stalking.”** Stalking occurs when any person engages in a course of conduct or repeatedly commits acts toward another individual under circumstances that would cause a reasonable person to fear for their own safety or the safety of others, or to suffer substantial emotional distress.

Stalking includes the concept of cyber-stalking, a particular form of stalking in which electronic media such as the internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact are used.

Examples of stalking may include, but are not limited to

- Unwelcome and repeated visual or physical proximity to a person;
- Repeated oral or written threats;
- Unwelcome/unsolicited written communication, including letters, cards, emails, instant messages, texts, and messages on online bulletin boards;
- Unwelcome/unsolicited written communications about a person or the person’s family, friends or co-workers;
- Sending/posting unwelcome and/or unsolicited messages with another’s username; or
- Implicitly or explicitly threatening physical conduct or any combination of these behaviors toward an individual person.

## **V. TITLE IX COORDINATOR**

The university has designated a Title IX coordinator to oversee all reports of sexual misconduct at the university and to facilitate the university’s compliance with Title IX. The Title IX coordinator is also responsible for

- Conducting a review of all reports to identify and address any patterns or systemic problems within the university community;
- Overseeing the prompt and equitable investigation and determination of responsibility for all reports in violation of this policy involving all members of the university community;
- Evaluating the need for, and imposing, reasonably available remedial and protective measures;
- Assuring that sanctions and remedies are reasonably designed to eliminate violations of this policy, prevent their recurrence, and address their effects on the reporting party and the university community;
- Knowing and training the university community in policies and procedures and relevant state and federal laws;
- Ensuring that individuals, including the reporting party, accused party, and third parties, are advised about the courses of action available at the university and in the community;

- Evaluating a reporting party's request for anonymity or that no investigation or disciplinary action be taken;
- Providing assistance to university staff and faculty regarding how to respond appropriately to report violations of this policy;
- Monitoring compliance with all procedural requirements and time frames outlined in this policy;
- Keeping records of reporting under this policy;
- Reviewing complaints of sex discrimination, including discrimination related to pregnancy or parental status; and
- Training, prevention, and education efforts and periodic review of climate and culture.

The Title IX coordinator may delegate certain responsibilities to the Title IX deputy coordinator(s) or others, as appropriate. The university's deputy Title IX coordinator, if any, is responsible for assisting the Title IX coordinator. He or she will be stationed at the Lindenwood University-Belleville campus and will facilitate communications and reporting at the Belleville campus.

Questions about the applicability of this policy or the university's compliance with Title IX can be directed to the university's Title IX coordinator, the university's deputy Title IX coordinator, or the Office for Civil Rights:

- Title IX Coordinator. Kelly R. Moyich, J.D., 209 S. Kingshighway, St. Charles, MO 63301, Spellman Center Room 3175, Ph: 636.255.2275, [kmoyich@lindenwood.edu](mailto:kmoyich@lindenwood.edu)
- Deputy Title IX Coordinator. Annie C. Reis, J.D., 2600 W. Main Street, Belleville, IL 62226, Ph: 618.239.6037, [areis@lindenwood.edu](mailto:areis@lindenwood.edu)
- Office for Civil Rights, Kansas City Office, U.S. Department of Education. One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, Ph: 816.268.0550, [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

## **VI. PROHIBITED CONDUCT**

The university prohibits all forms of sexual misconduct. The university similarly prohibits any acts of retaliation for reporting violations of this policy or participating in the investigation or hearing process.

### **A. Sexual Misconduct**

Sexual misconduct refers to a wide range of behaviors and encompasses any sexual behavior that was committed without consent. Sexual misconduct may vary in severity, but may include any of the following:

- Sexual Harassment;
- Relationship Violence;
- Sexual Assault;
- Sexual Exploitation;
- Retaliation; and/or
- Stalking

Any of the above behaviors, which are defined in detail above, are considered a violation of this policy and are considered prohibited conduct.

#### **B. Retaliation**

Retaliation refers to any adverse action or threats of adverse action, including harassment, threats, intimidation, or force or coercion that would discourage a reasonable person from reporting sexual misconduct or participating in the investigation or hearing process set forth in this policy. Retaliation also refers to any acts, threats, or attempts to seek retribution against a reporting party, the accused party, or any individual or group of individuals involved in the investigation, and/or determination of responsibility for sexual misconduct under this policy.

The university will not tolerate retaliation against any student, employee, or third party who makes a report of sexual misconduct, participates in an investigation related to a report of sexual misconduct, or participates in a hearing or appeal process relating to such a report. Any incidents of retaliation should be reported to the Title IX coordinator or a designated reporting contact and may be subject to the same investigation, hearing, and appeal process set forth below. The university will take prompt and corrective action against all acts of retaliation.

#### **C. Sexual Discrimination**

In addition, the university does not allow sexual discrimination in its programs and employment, including unlawful discrimination related to pregnancy, parental status, gender expression, gender identity, or sexual orientation. Any student or employee wanting to file a report of sexual discrimination should do so by reporting such discrimination to the Title IX coordinator, the deputy Title IX coordinator, the vice president for human resources, the dean of students, and/or the Office of Public Safety & Security.

The investigation and evaluation of such reports will be overseen by the Title IX coordinator, and will be investigated and determined promptly and equitably, as set forth below and in the same manner (where possible) for “sexual misconduct.”

### **VII. REPORTING SEXUAL MISCONDUCT**

The university encourages all university members to promptly report all incidents of sexual misconduct as soon as possible in order to maximize the university’s ability to respond promptly and effectively. **The university does not, however, limit the time frame for reporting.**

If the accused party is not a member of the university community at the time of the report, the university will not be able to take disciplinary action against the accused party. The university will, however, provide support for the reporting party, identify any information relevant to pattern or climate, and assist the reporting party in identifying external options.

A reporting party may choose to make a report to the university and may choose to make a report to law enforcement. The reporting party may pursue either or both of these options at the same time. When making a report, a reporting party need not know whether to request any particular course of action, nor how to label what happened or the violation. Choosing to make a report and deciding how to proceed after making the report can be a process that unfolds over time.

The university will encourage the reporting party to report sexual misconduct to law enforcement. However, the reporting party will not be required to do so. If the reporting party chooses to file a

complaint with law enforcement, the university will do its best to assist law enforcement where possible and, if the reporting party wishes, the university can help him or her in notifying law enforcement. However, should the matter be subject to both the formal investigation process and law enforcement, the university will complete its own independent investigation and will not rely solely upon law enforcement investigations and/or conclusions.

#### **A. Reporting Contacts**

While a student is encouraged to report an incident of Sexual Misconduct to a person of his or her choice, the university has designated the following reporting contacts to receive such reports. 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 reporting contacts are private – but not confidential – resources, as defined above. The designated reporting contacts are

- Title IX Coordinator. Kelly R. Moyich, J.D., 209 S. Kingshighway, St. Charles, MO 63301, Spellman Center Room 3175, Ph: 636.255.2275, [kmoyich@lindenwood.edu](mailto:kmoyich@lindenwood.edu)
- Deputy Title IX Coordinator. Annie C. Reis, J.D., 2600 W. Main Street, Belleville, IL 62226, Ph: 618.239.6037, [areis@lindenwood.edu](mailto:areis@lindenwood.edu)
- Dean of Students. Dr. Shane Williamson, 209 S. Kingshighway, St. Charles, MO 63301, Evans Commons, 3<sup>rd</sup> floor, 636.949.4728, [swilliamson@lindenwood.edu](mailto:swilliamson@lindenwood.edu)
- Director of Residential Life. Dr. Terry Russell, 209 S. Kingshighway St. Charles, MO 63301, Evans Commons Room 3010, 636.949.4980, [trussell@lindenwood.edu](mailto:trussell@lindenwood.edu)
- Public Safety & Security. 209 S. Kingshighway, St. Charles, MO 63301, Spellman Center, 4<sup>th</sup> floor 636.949.4911, [jbowman@lindenwood.edu](mailto:jbowman@lindenwood.edu)
- Vice President for Human Resources (for employees). Dr. Deb Ayres, 209 S. Kingshighway, St. Charles, MO 63301, Stromberg Hall, Ph. 636.949.4405, [dayres@lindenwood.edu](mailto:dayres@lindenwood.edu).

Although certain individuals or entities are designated reporting contacts, **all** employees, including but not limited to faculty and staff, who are aware of sexual misconduct are **required** to report the information to the Title IX coordinator unless otherwise designated as a confidential resource.

#### **B. Amnesty**

To encourage reporting, individuals who in good faith report sexual misconduct, either as a reporting party, witness, or bystander, will not be subject to disciplinary action by the university for their own personal consumption of alcohol or drugs at or near the time of the incident, provided that such violations did not and do not place the health or safety of any other person at risk. The university may, however, initiate an education discussion or pursue other educational remedies regarding alcohol or other drugs.

#### **C. Response Protocol**

The university will respond to all reports of sexual misconduct in a timely and effective manner consistent with this policy. In addition

- All university employees who are aware of sexual misconduct, through first-hand knowledge, receipt of a disclosure, or other indirect means, are required to immediately report all known information to the Title IX coordinator (unless otherwise designated as a confidential resource), including the names of the individuals involved, the date and location of the alleged incident, the nature of the report and any supporting evidence and/or documentation.
- All reporting contacts who receive a report of sexual misconduct will immediately share all known information with the Title IX coordinator. The reporting contact or Title IX coordinator will make notifications to appropriate university officials, and, where possible, limit the information provided to such officials by taking the reporting party's preferences into consideration (consistent with the section on privacy and confidentiality).
- The reporting contact will assist the reporting party in getting to a safe place, if necessary. In doing so, the reporting contact will coordinate with Public Safety or the Title IX coordinator as needed.
- The reporting contact, Public Safety, and/or the Title IX coordinator will encourage the reporting party to seek immediate medical attention for treatment of injuries and preservation of evidence, discuss the reasons why prompt medical treatment is important, and arrange for transportation to the hospital if the reporting party agrees to such treatment.
- The Title IX coordinator will inform Public Safety of all reports of Sexual Misconduct consistent with the university's Clery Act obligations.
- The reporting party will be given the option to file a criminal report with the St. Charles Police Department or other appropriate jurisdiction. A reporting party's decision not to notify the police at the time of the initial report does not preclude the reporting party from filing a criminal report at a later date, provided the conduct is within Missouri's applicable statute of limitations.
- If the reporting party so wishes, the reporting contact or Title IX coordinator will coordinate with a campus or off-campus counselor. The counselor and/or any advocate of the reporting party's choosing will be allowed to accompany the reporting party at each state of the reporting, investigation, or hearing process, if requested by the reporting party.
- The reporting contact and/or Title IX coordinator will provide the reporting party a copy of available resources both on and off campus.

- If the reporting party does not wish to pursue a report through university processes, the Title IX coordinator will evaluate the request not to pursue in light of the university's obligations to campus safety, as set forth below.
- The Title IX coordinator will notify the accused party if a report was filed and an investigation by the university had been requested. Resources will be made available to the accused party by the Title IX coordinator and/or public safety.

### **VIII. REQUESTS FOR ANONYMITY OR THAT NO REPORT BE PURSUED**

Recognizing that sexual misconduct 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, despite a reporting party's request to the contrary. The university will balance individual and community safety considerations with a reporting party's request, the privacy interests and autonomy of a reporting Party, as well as the applicable legal requirements, when making decisions regarding such investigations and disclosures.

In addition, when the accused party is a faculty or staff member and/or under the control of the university, the university will weigh a reporting party's request not to investigate or disclose information, but the university may likely decide to do so in light of its obligations to the university community as a whole, its control and responsibility relating to the faculty or staff member, and in order to prevent future incidents of sexual misconduct. If the reporting party does not want to go through the formal complaint process, however, that choice will be taken into account. If the reporting party does not want to go through the formal complaint process, the faculty or staff member may still be subject to investigation, discipline, and sanctions at the vice president for human resources' discretion. In addition, the university reserves the right to impose discipline for conduct that does not constitute sexual misconduct but still violates other university policies included in the Employee Guidebook.

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. For example, the university's ability to respond to a report of sexual misconduct may be limited if the reporting party requests that their name, or other identifiable information, not be disclosed to the accused party, that no investigation occur, or that no disciplinary action be taken. 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 misconduct.

Where a reporting party chooses not to participate in university processes, the Title IX coordinator, with input from whatever administrators he or she deems advisable, will nevertheless assess whether to pursue the university formal investigation procedures or remedial measures for the safety of the reporting party and the university community. In assessing the appropriate university action(s), the Title IX coordinator will consider the reporting party's preference(s) in light of the following factors:

- The seriousness, persistence, or pervasiveness of the sexual misconduct;
- The respective ages and roles of the reporting party and accused party;
- Whether the accused party has been arrested and/or charged with a crime;
- Whether there have been other reports of sexual misconduct against the accused party;

- The right of the accused party to receive notice and relevant information before disciplinary action is sought;
- Whether the circumstances suggest there is an increased risk of the accused party committing additional acts of sexual misconduct;
- Whether the accused party has a history of arrests or prior conduct violations (at the university or elsewhere) indicating a history of violence or sexual misconduct;
- Whether the accused party threatened further acts of sexual misconduct or other violence against the Reporting Party or others;
- Whether the sexual misconduct was committed by multiple individuals;
- Whether the accused party is faculty, staff, and/or under the control of the university;
- Whether the circumstances suggest there is an increased risk of future acts of sexual misconduct; and
- Whether the university possesses other means to obtain relevant information (e.g., security cameras, witnesses, physical evidence, etc.).

The Title IX coordinator will evaluate a request for anonymity and/or to not pursue an investigation in the context of its responsibility to provide a safe and non-discriminatory environment for the campus community, but where possible, will give deference to the reporting party's request(s).

Where the Title IX coordinator determines that action should be taken that is inconsistent with the request of the reporting party, the Title IX coordinator will inform the reporting party about the chosen course of action, which may include the university initiating disciplinary action against an accused party. Where the university determines that university disciplinary action is appropriate, the university will not require the reporting party's participation in any investigation or determination of responsibility if the reporting party does not wish to participate in any such action. Alternatively, the course of action may also include steps to limit the effects of the alleged harassment and/or prevent its recurrence that does not involve disciplinary action against an accused party or disclosing the identity of the reporting party.

## **IX. PRIVACY AND CONFIDENTIALITY**

The difference between confidentiality and privacy is defined in the Definitions section above. Regardless of whether a party is designated as a confidential or private resource, the university seeks to respect the privacy of all parties involved. The university will treat information that it receives in a manner that respects both the reporting party and the accused party. Recognizing that sexual misconduct can include criminal acts that violate the entire campus community, there may, however, be instances where the university has a responsibility to investigate and/or disclose information regarding the circumstances related to a specific incident. Individual and community 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.

### **A. Employee Reporting Responsibilities**

All university staff and faculty who are aware of sexual misconduct are considered responsible employees and are required to report this information to Lindenwood's Title IX coordinator unless otherwise designated as a confidential resource.

### **B. 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 provision of this policy is inconsistent with FERPA, the university will follow FERPA.

### **C. The Clery Act and Record Keeping**

The Clery Act requires the university to maintain anonymous statistical information in the university's daily crime log and Annual Security Report regarding reports of Clery-identified crimes. The information contained in the Clery report tracks the number of Clery-reportable offenses occurring at campus locations and does not include the names or any other identifying information about the persons involved in the incident. The university may also share non-identifying information about reports received in aggregate form, including data about outcomes and sanctions. In addition, if a report of a violation of this policy discloses a serious and continuing threat to the campus community as defined in the Clery Act, the university will issue a timely warning notification to the community to protect the health or safety of the community.

At no time will the university release the name of the reporting party to the general public without the express consent of the reporting party or as otherwise permitted or required by law.

### **X. PRESERVATION OF EVIDENCE**

If a reporting party is a victim of relationship violence or sexual assault, in particular, time and preservation of evidence may be a critical factor for criminal prosecution or for obtaining an order of protection. If a reporting party is a victim of relationship violence or sexual assault, his or her first priority should be to get to a place of safety. In addition, in order to preserve evidence, do not (a) wash, clean, or change clothes, (b) shower, (c) use sanitary products, (d) use the restroom, (e) touch anything that the accused party may have touched, and/or (f) cover up injuries, if any, with make-up, lotions, or creams.

### **XI. REMEDIAL AND PROTECTIVE MEASURES**

After a report of sexual misconduct, the university will offer reasonable and appropriate measures to protect a reporting party and facilitate the reporting party's continued access to university programs and employment. The university offers a wide range of remedial and protective measures for students and employees, whether as reporting parties or accused parties, to provide support and guidance throughout the university's response to a report of sexual misconduct. These measures may be both remedial (designed to address a reporting party's safety and well-being and continued access to educational opportunities) or protective (involving action against an accused party). Remedial and protective measures may be imposed on an interim basis or may be extended permanently.

In every report under this policy, the Title IX coordinator will discuss the need for potential remedial measures with the dean of students (in the cases where the accused party is a student) or the vice president for human resources (in the cases where the accused party is faculty or staff) – or their designee. Upon receiving information regarding the nature of the report, the dean of students or vice president for human resources (or designee) will make an immediate assessment of any risk of harm to the reporting party or the broader campus community, and may institute measures he or she deems advisable to protect the reporting party or broader campus. These steps will include considering and/or implementing remedial and/or protective measures, where deemed advisable and at his or her sole discretion.

Potential remedial and protective measures include, but are not limited to



- Imposition of a No Contact Order, which prohibits the accused party and/or the reporting party from communicating through any manner or medium with the other. parties will be notified of such orders in person or via their university email accounts, and failure to comply with such orders may result in disciplinary action;
- Suspension from athletic teams;
- Rescheduling of exams and assignments;
- Change in class schedules, including the ability to transfer course sections or withdrawal from a course;
- Change in seating assignment;
- Change in an employee's work schedule or job assignment;
- Change in a student's university-sponsored or controlled housing;
- Assistance from university support staff in completing housing relocation;
- Limit of an individual's or organization's access to certain university facilities or activities pending the outcome of the matter;
- Leaves of absences;
- Providing an escort to ensure safe movement between classes and activities;
- Providing access to medical services;
- Providing academic support services;
- University-imposed administrative leave or separation;
- Interim suspension or leave;
- Assistance in obtaining a civil protection order; and/or
- Any other remedy, which can be tailored to the involved individuals to achieve the goals of this policy.

Remedial and protective measures are available regardless of whether a reporting party pursues a report or investigation under this policy. The university will maintain the privacy of any remedial and protective measures provided under this policy to the extent practicable and will promptly address any violation of the remedial or protective measures.

The university will also provide reasonable remedial and protective measures to third parties as appropriate and available, taking into account the role of the third party and the nature of any relationship with the university.

A civil order of protection may also be available from the St. Charles County Courthouse located at 300 N. 2<sup>nd</sup> Street, St. Charles, MO 63301 or other appropriate jurisdiction. The Title IX coordinator or Department of Public Safety is available to assist with this process.

## **XII. THE INVESTIGATION AND PROCEDURES AFTER THE REPORT**

The university's process for resolving reports of sexual misconduct will be prompt and equitable and conducted with the oversight of the Title IX coordinator. If the Title IX coordinator decides to go forward with a formal investigation and report process, even if no complaint has been filed by a reporting party, the process shall be as set forth below.

### **A. Formal Investigation**

Where the Title IX coordinator has decided to pursue a formal investigation, a trained investigator (or trained investigators) will conduct a prompt, thorough, and impartial investigation of reports of sexual misconduct. All parties and witnesses are expected to provide truthful information. Knowingly providing false or misleading information is a violation of university policy and can subject a student or employee to disciplinary action. The investigator and/or the Title IX coordinator will provide timely updates to the reporting and accused parties, as appropriate or requested, about the timing and the status of the investigation.

It is the responsibility of the investigator – not the parties – to gather relevant evidence, to the extent possible. The investigator will conduct a fair and reliable fact-gathering process in light of the circumstances. The investigator will be responsible for interviewing the reporting party and the accused party, interviewing potential witnesses, collecting relevant documentation and physical evidence, creating a timeline (to the extent possible), and preparing a written report documenting the complete investigation.

The reporting party and accused party will have an equal opportunity to be heard, to submit information, and to identify witnesses who may have relevant information during the formal investigation process. Witnesses must have observed the acts in question or have information relevant to the incident, and cannot be participating solely to speak about an individual's character.

The investigator will determine the relevance of any proffered information, and will not consider statements of personal opinion, rather than direct observations or reasonable inferences from the facts, or statements as to any party's general reputation for any character trait, including honesty.

Medical and counseling records of a reporting party or accused party are privileged and confidential records that individuals are not required to disclose. However, these records may contain relevant and material information and a party may voluntarily choose to share such records with the investigator. Any records provided by a party becomes part of the file and may be available to review by the opposing party, if deemed relevant to the formal investigation.

A reporting party's prior sexual history will never be used as evidence of character or reputation, and will only be considered during an investigation under limited circumstances. For example, where there is a current or ongoing relationship between the parties, and the accused party asserts that the conduct was consensual, the prior sexual history between the parties may be relevant to assess the manner and nature of communications between the parties. However, the mere fact of a current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Any prior sexual history of the reporting party with other individuals is not typically relevant and will only be permitted if it is probative of a material fact, for example, to explain an injury or physical finding.

In gathering information, the investigator may also consider other reports of, or findings of responsibility for, similar conduct by the accused party to the extent such information is relevant and available. Such information may be relevant to prove motive, intent, absence of mistake, pattern or other material fact.

Where a sufficient informational foundation exists, the investigator, in consultation with the Title IX coordinator, will assess the relevance, form, and reliability of the information and determine if it is appropriate for inclusion in the written investigation report for consideration by the hearing officer in its determination of responsibility and/or assigning of a sanction.

The investigator and Title IX coordinator have the discretion to consolidate multiple reports against an accused party into one investigation if the evidence related to each incident would be relevant and probative in reaching a determination on the other incident.

At the conclusion of the investigation, the investigator will prepare a written report (the “investigative report”) that summarizes the complaint (even if not filed officially by a reporting party), details the information gathered, and synthesizes the areas of agreement and disagreement between the parties. In preparing the investigative report, the investigator will review all facts gathered to determine whether the information is relevant and material to the determination of responsibility given the nature of the allegation. The investigator will also include a written recommendation at the conclusion of the investigative report detailing whether there is or is not, in his or her opinion, sufficient evidence to support a finding that sexual misconduct occurred using the preponderance of the evidence standard. This recommendation is non-binding on the hearing officer, who bears the ultimate responsibility of determining whether the accused party is responsible for committing sexual misconduct in violation of this policy by a preponderance of the evidence standard.

The reporting party and accused party will have reasonable and equal access to any information or evidence obtained by the investigator and that may be used or reviewed by the hearing officer. Should the reporting party or accused party want to review any such information or evidence, such request should be made to the Title IX coordinator, who will make such information or evidence available for review.

The investigator will seek to finalize the investigative report within 25 business days of receiving the reporting party’s report, but this timeframe may be extended due to the complexity of the circumstances of each allegation, the integrity and completeness of the investigation, to comply with a request by external law enforcement, to accommodate the availability of witnesses, to account for university breaks or vacations, and/or to address other legitimate reasons.

## **B. Right to an Advisor**

Throughout the process, a reporting party and/or accused party may have an advisor of their choice present at any meeting related to the investigation or disciplinary proceeding. An advisor of choice may include an attorney retained by a party at their own expense. Any such advisor may be required to execute an appropriate FERPA waiver.

Any person who serves as an advisor should plan to make themselves available for meetings throughout the process. Advisors may participate in an advisory capacity to the party they are advising, but they may not take part directly in any portion of the proceedings, including taking part of the investigation, meeting with the hearing officer, or the appeal (although the advisor may be present with the party he or she is advising at any time). If a party wishes to speak privately with their advisor during the investigation or meeting with the hearing officer, that party may request a brief recess from the meeting or proceeding. The university has the right at all times to determine what constitutes appropriate behavior on the part of an advisor. The advisor may not be a fact witness or otherwise have any conflicting role in the process, as determined by the Title IX coordinator. The university may only discuss the report and status of the report with the chosen advisor if consented to by the party selecting the advisor.

### **XIII. DETERMINATION PROCEDURE**

The hearing officer is an administrator designated by the university to determine responsibility (by a preponderance of the evidence standard) of the accused party and impose, as appropriate, any sanctions. If the accused party is a student of the university, the hearing officer will be the dean of students or his or her designee (as approved by the Title IX coordinator). If the accused party is faculty or staff, the hearing officer will be the vice president for human resources or his or her designee (as approved by the Title IX coordinator). If the hearing officer has a conflict of interest or bias against the reporting party or accused party, as determined by the Title IX coordinator, the Title IX coordinator will appoint another hearing officer, at his or her discretion. Any such proposed conflict may be raised by the Title IX coordinator, the hearing officer, the accused party or the reporting party by notifying the Title IX coordinator in writing of such conflict and the factual basis for any alleged conflict.

The hearing officer and investigators will be trained at least annually by the Title IX coordinator and/or outside sources on issues relating to sexual misconduct and how to conduct an investigation and hearing process that protects the safety of reporting parties and promotes accountability.

Upon its completion, the Title IX coordinator or investigator will provide the investigative report to the hearing officer. The Title IX coordinator will notify the reporting party and accused party that the investigation has closed, and the hearing officer will make a determination within 10 university business days (unless there is good cause for limited delay, such as the availability of the accused or reporting party). During that time, the parties will be given an opportunity, if they choose, to meet with the hearing officer to separately discuss the investigation, evidence and/or the underlying facts. The reporting party and accused party will not be present together during the determination procedure or interviews at any time. Each party's advocate may be present during any such interview.

In addition, if the hearing officer has questions with answers not contained in the final investigative report, the hearing officer may contact any party or witness, during the determination procedure and at his or her discretion, via telephone, email, and/or in person. During any such communication, the party is entitled to have his or her advisor present. However, it is expected that most hearings will not require additional evidence or testimony.

Alternatively, the parties may submit a written statement in lieu of an in-person meeting with the hearing officer. Any party may also submit written questions that the party wants to be asked by the hearing officer of another party. The hearing officer will review the questions prior to asking the other party to ensure that they are appropriate and relevant. At the conclusion of the individual meetings (if any), or upon receipt of additional written comment, the hearing officer will make a determination as to whether, based on the preponderance of the evidence standard, the accused party committed an act or acts of sexual misconduct in violation of this policy.

If the hearing officer determines that the accused party is responsible for one or more forms of prohibited conduct, the hearing officer will determine the appropriate sanctions. A determination of sanctions will be based on the facts and circumstances of each case.

Sanctions for violations of this policy may include those listed under Remedial and Protective Measures, and are included, but are not limited to expulsion, suspension, disciplinary probation, mandated counseling, assessment, alcohol, sexual harassment, and/or drug education program, restrictions on campus privileges, restrictions on campus housing, restrictions on participating in student activities or sports, community service, educational sanctions, No-Contact Orders, changes to employees' work

schedules or job assignments, leaves of absence, university-imposed administrative leave or separation, employee counseling, termination, and/or any other sanction which can be tailed to the involved individuals to achieve the goals of this policy.

In determining the appropriate sanction, the hearing officer may consider the following factors:

- The nature and violence of the conduct at issue;
- The impact of the conduct on the reporting party;
- The impact of the conduct on the university community;
- Prior misconduct by the accused party, including the accused party's relevant prior discipline history, both at the university or elsewhere, and any criminal convictions or arrests;
- How the university has previously sanctioned similar conduct;
- Whether the accused party has accepted responsibility for the conduct;
- Maintenance of a safe and respectful learning, living and working environment;
- Protection of the university community; and
- Any other mitigating, aggravating, or compelling circumstances in order to reach a just and appropriate outcome in each case.

Both the reporting party and accused party will simultaneously receive a written notice of the outcome of the hearing officer's findings, any sanctions imposed, when such results become final, and the right to appeal (the "determination letter"). The determination letter will be provided via the party's Lindenwood email account or via hand-delivery.

If the accused party is suspended and later wishes to return campus after completing his or her period of suspension, the university shall notify the reporting party if (a) the accused party's request to return has been approved, and (b) when the reporting party is currently enrolled in the university.

#### **XIV. THE APPEAL PROCESS**

Either party may appeal the determination letter. All appeals are due, in writing, to the Title IX coordinator within five university business days following the determination letter being sent. If a request is not received within five university business days, the determination letter shall be final. Limited extensions to appeal will only be given for extraordinary circumstances and shall be approved by the appeal officer in his or her discretion.

If a party appeals, such appeal shall consist of the accused party's name, the email address where he or she can be reached, a plain, concise and complete written statement outlining the basis for the appeal (see below) and all relevant information to substantiate the grounds for appeal.

The appeal will be decided by an appeal officer. If the accused party is a student of the university, the appeal officer will be the vice President for student development or his or her designee (as approved by the Title IX coordinator). If the accused party is faculty or staff, the hearing officer will be the provost or his or her designee (as approved by the Title IX coordinator).

The grounds for appeal may only be one or more of the following:

- There was a material deviation from the procedures set forth in this policy that would significantly impact the outcome of the case or may have resulted in a different finding; and/or

- New or relevant information, not available at the time of the investigation or determination of responsibility, has arisen that would significantly impact the outcome of the case.

Dissatisfaction with the outcome of the investigation or the determination letter, or failure of a party or witness to attend or participate in the investigation or hearing process, are not grounds for appeal.

The other party will have an opportunity to review the appeal and may submit a written response to the appeal to the appeal officer within three university business days following the appeal being sent to that party.

Except in extraordinary circumstances, appeals will be resolved by the appeal officer within seven university business days following receipt of the request for appeal, but only after the other party has had three university business days to respond. All parties will receive written notification following the final determination of any appeal.

The decision of the appeal officer is a final determination.

#### **XV. TIMEFRAME**

Except for good cause, the university will attempt to conclude its formal investigation, hearing and appeal process within 60 calendar days following receipt of a report. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness, fairness, and impartiality. The university may extend this timeframe for good cause and will communicate any delay in the process in writing to the parties, including an updated timeframe for completion and the reason(s) for the delay. Good cause may exist for a variety of factors, including but not limited to the complexity of the circumstances of each allegation, the integrity and completeness of the investigation, to comply with a request by external law enforcement, to accommodate the availability of witnesses, to account for university breaks or vacations, and/or to address other legitimate reasons.

#### **XVI. RESOURCES**

Any individual who has experienced sexual misconduct is strongly encouraged to seek immediate emergency assistance from law enforcement, medical professionals, and/or crisis counseling resources. Individuals are encouraged to use all available resources, regardless of when or where the incident occurred.

The university is committed to treating all members of the community with dignity, care, and respect. Any individual affected by sexual misconduct, whether as a reporting party, accused party, witness, or third party, will have equal access to support consistent with the individual's needs and available university resources. This section provides contact information for university resources, resources in the St. Charles and St. Louis community, and national resources.

Prompt intervention can do much to mitigate trauma associated with acts of sexual misconduct and enhance recovery. Reporting parties are encouraged to utilize appropriate resources, whether or not they report the sexual misconduct to law enforcement or the university. Any campus community member in need of resources or assistance relating to any of the matters covered by this policy is encouraged to contact one of the on-campus or off-campus resources or reporting contacts listed in this policy.

##### **A. Emergency Resources**

The priority response to any report of sexual misconduct is to address the safety of the reporting party. The university will help the reporting party get to a safe place and assist him or her in contacting law enforcement, seeking immediate medical treatment, and accessing crisis counseling resources and will assist the party in taking steps to preserve evidence.

For emergency assistance, reporting parties are strongly encouraged to contact the Office of Public Safety & Security (“Public Safety”), the local police department, and emergency medical or counseling services.

## **EMERGENCY ASSISTANCE AND MEDICAL CARE**

**9-1-1**

### **St. Charles Police Department**

1781 Zumbuhl Road, St. Charles, Missouri

636.949.3300

(911 if emergency)

### **Lindenwood University Public Safety & Security Office**

209 S. Kingshighway, Spellman Center, 4<sup>th</sup> floor St. Charles, Missouri 63301-

1695

24/7 Security Direct Line: 636.949.4911

### **Student Counseling and Resource Center**

Evans Commons, 3<sup>rd</sup> Floor

636.949.4525

Anonymous reports can also be submitted on the university website at:

<http://www.lindenwood.edu/student-life/campus-security/reporting-crime/>. Sexual misconduct submitted through the anonymous website will be shared with the Title IX coordinator.

### **B. Confidential Resources**

The *only* university resources that afford complete confidentiality (assuming no other conditions require mandatory disclosure, *i.e.*, suspected child abuse or neglect or imminent risk of harm to self or others) are

- Disclosure to a licensed counselor at the Student Counseling and Resource Center;
- Disclosure to a medical professional in the context of the physician-patient relationship; and
- Disclosure to a member of the clergy when the communication is made in the clergy member’s professional capacity of giving religious or spiritual advice.

Speaking confidentiality with a licensed counselor in the Student Counseling and Resource Center (or any other confidential resource) does not require a report to Public Safety, the Title IX coordinator, or any other reporting body, without the consent of the reporting party.

- University Resources.
  - **Student Counseling and Resource Center**, Evans Commons, Third Floor, (636) 949-4525
  - **Student Health Center**, Evans Commons, Third Floor, (636) 949-4525
  - **Lindenwood University Chaplain's Office**, Rev. Dr. Michael Mason, (636) 949-4825, mmason@lindenwood.edu
  
- Medical Services in the Community.
  - **SSM Health St. Joseph Hospital – St. Charles**, 300 1<sup>st</sup> Capitol Drive, St. Charles, MO 63301, (636) 947-5000
  - **AWARE (Barnes-Jewish Hospital South)**, 1 Barnes Jewish Hospital Plaza – BNO, St. Louis, MO (314) 362-9273
  - **St. John's Mercy**, 607 S. New Ballas Road, St. Louis, MO 63141, (314) 251-6000
  
- Additional Confidential Resources in the Community
  - **Bridgeway Behavioral Health**, Sexual Assault Program, 1601 Old S. River Rd, St. Charles, MO, 24-hour Hotline: 1 (877) 946-6854 or (636) 946-6854
  - **The St. Louis Anti-Violence Project**, Serving the Lesbian, Gay, Bisexual, and Transgender Community, P.O. Box 15067, St. Louis, MO, Hotline: (314) 503-2050
  - **YWCA – St. Louis Regional Sexual Assault Center**, 140 N. Brentwood Blvd., St. Louis, MO (314) 726-6665, (314) 531-7273 (24-hour access)
  - **Alternatives to Living in Violent Environments (ALIVE)**, (314) 993-2777 (24-hour access/crisis line)
  - **Safe Connections**, (314) 531-2003 (crisis hotline), (314) 646-7500 (counseling and support services)

### **C. Campus Resources (private, but not confidential)**

The following campus departments can provide resources, guidance and assistance to students. These departments are required to share all reports of sexual misconduct with the Title IX coordinator.

- Office of the Dean of Students, Dr. Shane Williamson, Evans Commons, 3<sup>rd</sup> floor, (636) 949-4728, swilliamson@lindenwood.edu
- Department of Housing and Residential Life, Terry Russell, Evans Commons Room 3010, (636) 949-4980, trussell@lindenwood.edu
- Public Safety, 209 S. Kingshighway, St. Charles, MO, Spellman Center, 4<sup>th</sup> floor, (636) 949-4911

### **D. Staff and Faculty Resources**



The university is concerned with the well-being of its staff members, its faculty, and their families. An Employee Assistance Program (EAP) is a benefit set up by Lindenwood to provide employees assistance for themselves and their immediate family members in dealing with personal concerns. Assessment, short-term counseling, and referral services are available for concerns such as domestic violence, anxiety, marital issues, relationship issues, etc. To use the services, contact

- Candace Terry, Human Resources, (636) 627-2589, [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu)

### E. Online Resources

The following chart outlines national resources available online. These resources may help identify available resources in other communities outside of St. Charles, Mo.

<b>NotAlone.gov</b>	<a href="https://www.notalone.gov">https://www.notalone.gov</a>
<b>National Domestic Violence/ Sexual Assault Hotline</b>	1 (800) 799-SAFE (24-hour) <a href="http://www.thehotline.org">http://www.thehotline.org</a>
<b>Domestic Abuse Helpline for Men and Women</b>	1 (888) 743-5754 <a href="http://www.dahmw.org">http://www.dahmw.org</a>
<b>Stalking Resource Center</b>	<a href="http://www.victimsofcrime.org/our-programs/stalking-resource-center">http://www.victimsofcrime.org/our-programs/stalking-resource-center</a>
<b>Rape, Abuse, and Incest National Network (RAINN)</b>	1 (800) 656-HOPE (24-hour) <a href="http://www.rainn.org">http://www.rainn.org</a>

### XVII. TRAINING

The university will offer training to students and employees with primary prevention and awareness programming, initiatives, strategies and campaigns that promote awareness of and seek to end sexual harassment, relationship violence, sexual assault, sexual exploitation, retaliation, and stalking (“awareness programming”). Such awareness programming will include (a) a statement that sexual misconduct is prohibited, (b) definitions of those offenses, (c) the definition of consent, (d) safe and positive options for bystander intervention to prevent harm or intervene in risky situations, (e) recognition of signs of abusive behavior and how to avoid potential attacks, and (f) ongoing prevention and awareness campaigns.

## APPENDIX G - SEXUAL MISCONDUCT POLICY, BELLEVILLE CAMPUS

Effective Date: November 21, 2016

Updated: July 12, 2018

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**XVIII. INTRODUCTION AND SCOPE**

Lindenwood University-Belleville (the “university” or “Lindenwood University”) is committed to maintaining an environment that is free from sexual discrimination, sexual and gender-based harassment and violence, relationship violence, stalking and retaliation. The university does not discriminate on the basis of sex in matters of education, extracurricular activities, programs, athletics, admissions, housing, services, financial aid, or in the context of employment (collectively, the “programs and employment”). Sexual harassment that denies or limits a person’s ability to participate in or benefit from the university’s programs and employment is a form of prohibited discrimination.

The university is required to comply with Title IX of the Education Amendments of 1972 (“Title IX”), which prohibits discrimination on the basis of sex, and provides as follows

*No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.*

Sexual- and gender-based harassment are similarly prohibited by the Missouri Human Rights Act, Title VII of the Civil Rights Act of 1964, and other applicable law and statutes.

The university seeks to create a supportive climate that will encourage individuals to report incidents of sexual misconduct. Reporting provides the opportunity for the university to provide compassionate, effective intervention, support and remediation, and most importantly, to prevent such incidents from occurring in the future and address any effects of the conduct on the reporting party or the university community.

This policy provides the campus community with the appropriate process for handling reports of sexual misconduct that occur to members of the university's community. Due to the nature of the offense, this procedure may be different from other Lindenwood policy violations.

This policy applies to all acts where the conduct

- Occurs on campus;
- Occurs in the context of university programs and employment; and/or
- Occurs off campus and has continuing adverse effects on the campus and/or university or in the context of university programs and employment.

This policy applies to all behavior in which the accused party is a student, faculty, staff, or a non-university-affiliated party. In the event the accused party is a third party or other non-university-affiliated party, the university will take appropriate corrective action and determine the appropriate manner of response consistent with the goals of this policy.

#### **XIX. PURPOSE**

The procedures outlined in this policy are designed to achieve the following goals:

- Provide prompt and compassionate support services;
- Utilize a comprehensive 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 misconduct;
- Cultivate a climate of community empowerment and education in which behaviors that contribute to sexual misconduct are not tolerated;
- Ensure that appropriate steps are followed when sexual misconduct is reported; and
- Protect the rights of the reporting party, the accused party, and other parties involved in or affected by the case.

#### **XX. CONSENT**

##### **What is Consent?**

- Consent is an affirmative, knowing, and voluntary decision—clearly communicated through mutually understandable words (e.g., saying “yes”) and/or actions – to willingly engage in mutually acceptable sexual activity.

- Consent must be given freely, willingly, consciously and knowingly by each participant to any desired sexual contact.
- Consent may be withdrawn by any consenting party at any time during the sexual activity. Withdrawal of consent must be demonstrated by words and/or actions that indicate a desire to end sexual activity. Once an individual has communicated withdrawal of consent, all sexual activity must end.

#### **When is there NOT Consent?**

- When no clear consent (either verbal or nonverbal) is given, there is not effective consent.
- Consent cannot be given by someone who is incapacitated due to the use or influence of alcohol or drugs, the person is asleep or unconscious, the person is incapacitated due to a mental disability.
- Consent cannot be given if it is done through intimidation, force or coercion.
- A current or previous dating or sexual relationship, by itself, does not constitute consent. Even in the context of a relationship, there must be mutually understandable communication (verbal or nonverbal) that clearly indicates a willingness to engage in sexual activity.
- Consent cannot be inferred from silence, passivity or lack of resistance. Without outward communication or action, consent does not exist.
- Consent cannot be inferred from an individual's attire or physical appearance.
- A verbal "no," even if perceived to be indecisive, constitutes a lack of consent.
- A person is not able to give valid consent if an individual is under the age of 17.

#### **XXI. DEFINITIONS**

For the purposes of this policy, the following definitions shall apply:

**"Accused Party."** Accused party refers to any individual who is identified by a reporting party as the perpetrator of sexual misconduct.

**"Confidential."** Confidentiality means that information shared by an individual with certain campus or community professionals (such as with confidential resources) *cannot* be revealed to any other individual without express permission of that individual, unless there is an imminent threat of harm to self or others, or the conduct involves suspected abuse of a minor (which requires notifying child protective services and/or local law enforcement).

**"Confidential Resource."** Confidential resources are those campus and community professionals that *must* keep information confidential shared by an individual without express person of that individual. These campus and community professionals include clergy, physicians, and mental health providers, all of whom have privileged confidentiality that has been recognized by the law of Missouri and/or Illinois.

**“Consent.”** Consent is defined as set forth above.

**“Force or Coercion.”** In some situations, an individual’s ability to freely, willingly, and knowingly give consent is taken away by another person or circumstances. Examples include, but are not limited to

- When an individual is physically forced to participate. Force is the use or threat of physical violence and/or imposing on someone physically in order to gain sexual access. There is no requirement that a party resists the sexual advance or request, but resistance is a clear demonstration of non-consent. Any sexual activity that is forced is by definition without consent.
- When an individual is intimidated, threatened (perceived or otherwise), isolated, or confined. Such intimidation could involve the use or threat of a weapon.
- When an individual is coerced or unreasonably pressured to participate in sexual activity. When someone makes clear that they do not want to engage in sexual activity, wants something to stop, or does not want to go past a certain point of sexual interaction – continued pressure past that point can be considered coercive behavior. When evaluating coercive behavior, factors such as the frequency, duration, location (isolation of recipient of unwanted contact), and intensity of coercive behaviors will be considered. A person’s words or conduct are sufficient to constitute coercion if they wrongfully impair another individual’s freedom of will and ability to choose whether or not to engage in sexual activity.

**“Incapacitation.”** A person violates this Policy if they have sexual contact with someone they know, or should know, to be mentally incapacitated or to have reached the degree of intoxication that results in incapacitation.

An individual who is incapacitated cannot communicate consent to sexual activity. Incapacitation is the inability, temporarily or permanently, to give consent or communicate unwillingness, because an individual is mentally and/or physically helpless, unable, unconscious, asleep or unaware that the sexual activity is occurring.

Evaluating incapacitation requires an assessment of how the consumption of drugs and/or alcohol affects an individual’s decision-making ability, awareness of consequences, ability to make informed judgments, capacity to appreciate the nature and quality of the act, or level of consciousness.

Warning signs that a person may be so impaired by alcohol and/or drugs that they no longer have the capacity to give consent may include, but is not limited to

- Difficulty walking, stumbling, or falling down;
- Being unable to stand or walk without assistance;
- Slurred speech or inability to communicate clearly;
- Inability to focus or confusion about what is happening;

- Vomiting; or
- Combativeness, emotional volatility or other marked change in demeanor.

The test of whether an individual should know about another's incapacitation is whether a reasonable, sober person in the same position would know or should have been aware of the reporting party's incapacitation. An accused party cannot rebut a violation of this policy 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 negate or diminish the responsibility of an individual to obtain consent. **"Intimidation."** Intimidation is implied or expressed threats or acts that cause fear of harm in another.

**"Privacy."** Privacy generally means that information related to a report made under this policy will only be shared with a limited number of individuals who "need to know" in order to assist in the active review, investigation, institution of remedial or protective measures, and determination of responsibility concerning the report. While not bound by confidentiality, these individuals are trained and/or instructed to be discreet and to respect the privacy of all individuals involved in the process.

**"Reporting Contact."** Reporting contact refers to individuals or entities across the university who have been designated to receive a report of sexual misconduct. The university's reporting contacts are designated below under "Reporting Sexual Misconduct."

**"Reporting Party."** A reporting party refers to any individual who makes a report about an incident involving sexual misconduct. A reporting party does not need to be a victim and may act as a third-party to file a report on someone else's behalf. To avoid confusion, however, in most contexts within this policy, "reporting party" refers to a person who has experienced the sexual misconduct.

**"Relationship Violence."** Relationship violence is also known as **dating or domestic violence**. It includes any act of violence or threatened act of violence, expressed or implied, that occurs between individuals who are involved or have been involved in a romantic, sexual, dating, spousal, domestic, or intimate relationship.

**"Retaliation."** Retaliation is defined in detail below under the section on prohibited conduct.

**"Sexual Assault."** Sexual assault refers to engaging or attempting to engage in any form of sexual contact or sexual intercourse with another without consent and/or by intimidation, force or coercion.

Sexual Contact is

- Any intentional contact with the breasts, buttocks, groin, genitals or mouth with any object or body part, whether it is over or under clothing;
- Making another touch you or themselves with or on any of these body parts; or

- Any other intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.

Sexual Intercourse is

- Vaginal penetration, however slight, by a penis, object, tongue, or finger;
- Anal penetration, however slight, by a penis, object, tongue, or finger; or
- Oral copulation (mouth to genital or anal contact or genital or anal-to-mouth contact).

**“Sexual Exploitation.”** Sexual exploitation occurs when an individual takes non-consensual or abusive sexual advantage of another for his or her own advantage or benefit, or to benefit or advantage anyone other than the person being exploited, and that behavior does not otherwise constitute any other violation of this policy. Examples of sexual exploitation include, but are not limited to

- Invasion of sexual privacy, including observing or allowing another individual to observe another’s nudity or sexual activity without the consent of all individuals involved;
- Prostituting another person;
- Non-consensual video or audio-taping of sexual activity;
- Engaging in voyeurism;
- Knowingly exposing another individual to a sexually transmitted infection or virus without that individual’s knowledge of the exposure;
- Exposing or inducing another to expose their genitals without consent; or
- Inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

**“Sexual Harassment.”** Sexual harassment refers to (1) unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature, and/or (2) harassment based on gender, gender identity, gender transition, gender expression, or sexual orientation, which may include acts of verbal, nonverbal, or physical aggression, intimidation or hostility based on sex, gender, or gender-stereotyping, even if the acts do not involve conduct of a sexual nature. In addition, a hostile environment will be found to be created, if

- (4) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s participation in the university’s programs and/or employment;

- (5) Submission to or rejection of such conduct by an individual is used as the basis for or a factor in decisions affecting that individual's participation in the university's programs and/or employment; or
- (6) Such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance, in that it is sufficiently serious, persistent or pervasive that it creates an intimidating, hostile, offensive, or abusive environment for that individual's participation in the university's programs and/or employment under both an objective and subjective standard.

Conduct reported as sexual harassment will be evaluated by considering the totality of the particular circumstances, including the nature, frequency, intensity, location, context, and duration of the conduct at issue.

#### Sexual Harassment

- May be committed by or against anyone, regardless of sex, gender, sexual orientation, gender expression, or gender identity;
- May occur between people of the same sex or different sexes;
- Does not have to be "directed at" a specific person or persons to constitute harassment;
- Often includes a power differential between the parties based on differences in age or educational, employment, or social status;
- Some examples of sexual harassment may include, but are not limited to (1) unwelcome touching, kissing, hugging or massaging; (2) pressure for sexual activity; (3) sexual innuendos or sexual humor; (4) obscene gestures; (5) sex-based stalking; (6) sexually explicit profanity; (7) sexual graffiti, pictures or posters, etc.

**"Sexual Misconduct."** Sexual misconduct is defined in detail below under the section on prohibited conduct.

**"Stalking."** Stalking occurs when any person engages in a course of conduct or repeatedly commits acts toward another individual under circumstances that would cause a reasonable person to fear for their own safety or the safety of others, or to suffer substantial emotional distress.

Stalking includes the concept of cyber-stalking, a particular form of stalking in which electronic media such as the internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact are used.

Examples of stalking may include, but are not limited to

- Unwelcome and repeated visual or physical proximity to a person;
- Repeated oral or written threats;



- Unwelcome/unsolicited written communication, including letters, cards, emails, instant messages, texts, and messages on online bulletin boards;
- Unwelcome/unsolicited written communications about a person or the person's family, friends or co-workers;
- Sending/posting unwelcome and/or unsolicited messages with another's username; or
- Implicitly or explicitly threatening physical conduct or any combination of these behaviors toward an individual person.

## **XXII. TITLE IX COORDINATOR**

Lindenwood University has designated a Title IX Coordinator to oversee all reports of sexual misconduct at the university and to facilitate the university's compliance with Title IX. The Title IX Coordinator is also responsible for

- Conducting a review of all reports to identify and address any patterns or systemic problems within the university community;
- Overseeing the prompt and equitable investigation and determination of responsibility for all reports in violation of this policy involving all members of the university community;
- Evaluating the need for, and imposing, reasonably available remedial and protective measures;
- Assuring that sanctions and remedies are reasonably designed to eliminate violations of this policy, prevent their recurrence, and address their effects on the reporting party and the university community;
- Knowing and training the university community in policies and procedures and relevant state and federal laws;
- Ensuring that individuals, including the reporting party, accused party, and third parties, are advised about the courses of action available at the university and in the community;
- Evaluating a reporting party's request for anonymity or that no investigation or disciplinary action be taken;
- Providing assistance to university staff and faculty regarding how to respond appropriately to report violations of this policy;
- Monitoring compliance with all procedural requirements and time frames outlined in this policy;
- Keeping records of reporting under this policy;
- Reviewing complaints of sex discrimination, including discrimination related to pregnancy or parental status; and
- Training, prevention, and education efforts and periodic review of climate and culture.

The Title IX Coordinator may delegate certain responsibilities to the Title IX Deputy Coordinator(s) or others, as appropriate. The university's Deputy Title IX Coordinator, if any, is responsible for assisting the Title IX Coordinator. He or she will be stationed at the Lindenwood

University-Belleville campus and will facilitate communications and reporting at the Belleville campus.

Questions about the applicability of this policy or the university's compliance with Title IX can be directed to the university's Title IX Coordinator, the university's Deputy Title IX Coordinator, or the Office for Civil Rights:

- Title IX Coordinator. Kelly R. Moyich, J.D., Library and Academic Resource Center (LARC) Suite 221, 209 S. Kingshighway, St. Charles, MO 63301, Ph: 636.255.2275, [kmoyich@lindenwood.edu](mailto:kmoyich@lindenwood.edu)
- Deputy Title IX Coordinator. Christine Clinko, U.S. Senator Alan J. Dixon Student Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.671.6291, [cclinko@lindenwood.edu](mailto:cclinko@lindenwood.edu).
- Office for Civil Rights, Kansas City Office, U.S. Department of Education. One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, Ph: 816.268.0550, [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

### **XXIII. PROHIBITED CONDUCT**

The university prohibits all forms of sexual misconduct. The university similarly prohibits any acts of retaliation for reporting violations of this policy or participating in the investigation or hearing process.

#### **D. Sexual Misconduct**

Sexual misconduct refers to a wide range of behaviors and encompasses any sexual behavior that was committed without consent. Sexual misconduct may vary in severity, but may include any of the following:

- Sexual Harassment;
- Relationship Violence;
- Sexual Assault;
- Sexual Exploitation;
- Retaliation; and/or
- Stalking

Any of the above behaviors, which are defined in detail above, are considered a violation of this policy and are considered prohibited conduct.

#### **E. Retaliation**

Retaliation refers to any adverse action or threats of adverse action, including harassment, threats, intimidation, or force or coercion that would discourage a reasonable person from reporting sexual misconduct or participating in the investigation or hearing process set forth in

this policy. Retaliation also refers to any acts, threats, or attempts to seek retribution against a reporting party, the accused party, or any individual or group of individuals involved in the investigation, and/or determination of responsibility for sexual misconduct under this policy.

The university will not tolerate retaliation against any student, employee, or third party who makes a report of sexual misconduct, participates in an investigation related to a report of sexual misconduct, or participates in a hearing or appeal process relating to such a report. Any incidents of retaliation should be reported to the Title IX Coordinator, the Deputy Title IX Coordinator, or a designated reporting contact and may be subject to the same investigation, hearing, and appeal process set forth below. The university will take prompt and corrective action against all acts of retaliation.

#### **F. Sexual Discrimination**

In addition, the university does not allow sexual discrimination in its programs and employment, including unlawful discrimination related to pregnancy, parental status, gender expression, gender identity, or sexual orientation. Any student or employee wanting to file a report of sexual discrimination should do so by reporting such discrimination to the Title IX Coordinator, the Deputy Title IX Coordinator, the Vice President for Human Resources, the Dean of Students, and/or Lindenwood University-Belleville Public Safety & Security.

The investigation and evaluation of such reports will be overseen by the Title IX Coordinator and/or the Deputy Title IX Coordinator and will be investigated and determined promptly and equitably, as set forth below and in the same manner (where possible) for “sexual misconduct.”

#### **XXIV. REPORTING SEXUAL MISCONDUCT**

The university encourages all university members to promptly report all incidents of sexual misconduct as soon as possible in order to maximize the university’s ability to respond promptly and effectively. **The university does not, however, limit the time frame for reporting.**

If the accused party is not a member of the university community at the time of the report, the university will not be able to take disciplinary action against the accused party. The university will, however, provide support for the reporting party, identify any information relevant to pattern or climate, and assist the reporting party in identifying external options.

A reporting party may choose to make a report to the university and may choose to make a report to law enforcement. The reporting party may pursue either or both of these options at the same time. When making a report, a reporting party need not know whether to request any particular course of action, nor how to label what happened or the violation. Choosing to make a report and deciding how to proceed after making the report can be a process that unfolds over time.

The university will encourage the reporting party to report sexual misconduct to law enforcement. However, the reporting party will not be required to do so. If the reporting party chooses to file a complaint with law enforcement, the university will do its best to assist law enforcement where possible and, if the reporting party wishes, the university can help him or her in notifying law enforcement. However, should the matter be subject to both the formal investigation process and law enforcement, the university will complete its own independent investigation and will not rely solely upon law enforcement investigations and/or conclusions.

#### **D. Reporting Contacts**

While a student is encouraged to report an incident of sexual misconduct to a person of his or her choice, the university has designated the following reporting contacts to receive such reports. 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 reporting contacts are private – but not confidential – resources, as defined above. The designated reporting contacts are

- Title IX Coordinator. Kelly R. Moyich, J.D., Library and Academic Resource Center (LARC) Suite 221, 209 S. Kingshighway, St. Charles, MO 63301, Ph: 636.255.2275, [kmoyich@lindenwood.edu](mailto:kmoyich@lindenwood.edu)
- Deputy Title IX Coordinator. Christine Clinko, Senator Alan J. Dixon Student Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.671.6291, [cclinko@lindenwood.edu](mailto:cclinko@lindenwood.edu)
- Director of Residential Services. U.S. Senator Alan J. Dixon Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.239.6312.
- Public Safety & Security. Director, John Bowman, U.S. Senator Alan J. Dixon Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.239.6169, [jb Bowman@lindenwood.edu](mailto:jb Bowman@lindenwood.edu).
- Vice President for Human Resources (for employees). Dr. Deb Ayres, Stumberg Hall, 209 S. Kingshighway, St. Charles, MO 63301, Ph. 636.949.4405, [dayres@lindenwood.edu](mailto:dayres@lindenwood.edu).

Although certain individuals or entities are designated reporting contacts, **all** employees, including but not limited to faculty and staff, who are aware of sexual misconduct are **required** to report the information to the Title IX Coordinator or Deputy Title IX Coordinator unless otherwise designated as a confidential resource.

#### **E. Amnesty**

To encourage reporting, individuals who in good faith report sexual misconduct, either as a reporting party, witness, or bystander, will not be subject to disciplinary action by the university for their own personal consumption of alcohol or drugs at or near the time of the incident, provided that such violations did not and do not place the health or safety of any other person at risk. The university may, however, initiate an education discussion or pursue other educational remedies regarding alcohol or other drugs.

#### **F. Response Protocol**

The university will respond to all reports of sexual misconduct in a timely and effective manner consistent with this policy. In addition:

- All university employees who are aware of sexual misconduct, through first-hand knowledge, receipt of a disclosure, or other indirect means, are required to immediately report all known information to the Title IX Coordinator or Deputy Title IX Coordinator (unless otherwise designated as a confidential resource), including the names of the individuals involved, the date and location of the alleged incident, the nature of the report and any supporting evidence and/or documentation.
- All reporting contacts who receive a report of sexual misconduct will immediately share all known information with the Title IX Coordinator or the Deputy Title IX Coordinator. The reporting contact or Coordinator will make notifications to appropriate university officials, and, where possible, limit the information provided to such officials by taking the reporting party's preferences into consideration (consistent with the section on privacy and confidentiality).
- The reporting contact will assist the reporting party in getting to a safe place, if necessary. In doing so, the reporting contact will coordinate with Public Safety, the Title IX Coordinator, or Deputy Title IX Coordinator as needed.
- The reporting contact, Public Safety, the Title IX Coordinator and/or the Deputy Title IX Coordinator will encourage the reporting party to seek immediate medical attention for treatment of injuries and preservation of evidence, discuss the reasons why prompt medical treatment is important, and arrange for transportation to the hospital if the reporting party agrees to such treatment.
- The Title IX Coordinator and/or Deputy Title IX Coordinator will inform Public Safety of all reports of Sexual Misconduct consistent with the university's Clery Act obligations.
- The reporting party will be given the option to file a criminal report with the Belleville Police Department or other appropriate jurisdiction. A reporting party's decision not to notify the police at the time of the initial report does not preclude the reporting party from filing a criminal report at a later date, provided the conduct is within the applicable statute of limitations.
- If the reporting party so wishes, the reporting contact, Deputy Title IX Coordinator, or Title IX Coordinator will coordinate with a campus or off-campus counselor. The counselor and/or any advocate of the reporting party's choosing will be allowed to accompany the reporting party at each state of the reporting, investigation, or hearing process, if requested by the reporting party.

- The reporting contact, Deputy Title IX Coordinator and/or Title IX Coordinator will provide the reporting party a copy of available resources both on and off campus.
- If the reporting party does not wish to pursue a report through university processes, the Deputy Title IX Coordinator, or the Title IX Coordinator will evaluate the request not to pursue in light of the university's obligations to campus safety, as set forth below.
- The Deputy Title IX Coordinator or Title IX Coordinator will notify the accused party if a report was filed and an investigation by the university had been requested. Resources will be made available to the accused party by the Coordinator and/or Public Safety.
- The Deputy Title IX Coordinator or the Title IX Coordinator will provide the reporting party with concise information, written in plain language, concerning the reporting party's rights and options upon receiving a report of sexual misconduct.

**XXV. REQUESTS FOR ANONYMITY OR THAT NO REPORT BE PURSUED**

Recognizing that sexual misconduct 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, despite a reporting party's request to the contrary. The university will balance individual and community safety considerations with a reporting party's request, the privacy interests and autonomy of a reporting party, as well as the applicable legal requirements, when making decisions regarding such investigations and disclosures.

In addition, when the accused party is a faculty or staff member and/or under the control of the university, the university will weigh a reporting party's request not to investigate or disclose information, but the university may likely decide to do so in light of its obligations to the university community as a whole, its control and responsibility relating to the faculty or staff member, and in order to prevent future incidents of sexual misconduct. If the reporting party does not want to go through the formal complaint process, however, that choice will be taken into account. If the reporting party does not want to go through the formal complaint process, the faculty or staff member may still be subject to investigation, discipline, and sanctions at the vice president for human resources' discretion. In addition, the university reserves the right to impose discipline for conduct that does not constitute sexual misconduct but still violates other university policies included in the Employee Guidebook.

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. For example, the university's ability to respond to a report of sexual misconduct may be limited if the reporting party requests that their name, or other identifiable information, not be disclosed to the accused party, that no investigation occur,

or that no disciplinary action be taken. 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 misconduct.

Where a reporting party chooses not to participate in university processes, the Title IX Coordinator or Deputy Title IX Coordinator, with input from whatever administrators he or she deems advisable, will nevertheless assess whether to pursue the university formal investigation procedures or remedial measures for the safety of the reporting party and the university community. In assessing the appropriate university action(s), the Coordinator will consider the reporting party's preference(s) in light of the following factors:

- The seriousness, persistence, or pervasiveness of the sexual misconduct;
- The respective ages and roles of the reporting party and accused party;
- Whether the accused party has been arrested and/or charged with a crime;
- Whether there have been other reports of sexual misconduct against the accused party;
- The right of the accused party to receive notice and relevant information before disciplinary action is sought;
- Whether the circumstances suggest there is an increased risk of the accused party committing additional acts of sexual misconduct;
- Whether the accused party has a history of arrests or prior conduct violations (at the university or elsewhere) indicating a history of violence or sexual misconduct;
- Whether the accused party threatened further acts of sexual misconduct or other violence against the Reporting Party or others;
- Whether the sexual misconduct was committed by multiple individuals;
- Whether the accused party is faculty, staff, and/or under the control of the university;
- Whether the circumstances suggest there is an increased risk of future acts of sexual misconduct; and
- Whether the university possesses other means to obtain relevant information (e.g., security cameras, witnesses, physical evidence, etc.).

The Title IX Coordinator or Deputy Title IX Coordinator will evaluate a request for anonymity and/or to not pursue an investigation in the context of its responsibility to provide a safe and non-discriminatory environment for the campus community, but where possible, will give deference to the reporting party's request(s).

Where the Title IX Coordinator or the Deputy Title IX Coordinator determines that action should be taken that is inconsistent with the request of the reporting party, the Title IX Coordinator or the Deputy Title IX Coordinator will inform the reporting party about the chosen course of action, which may include the university initiating disciplinary action against an accused party. Where the university determines that university disciplinary action is appropriate, the university will not require the reporting party's participation in any investigation or determination of responsibility

if the reporting party does not wish to participate in any such action. Alternatively, the course of action may also include steps to limit the effects of the alleged harassment and/or prevent its recurrence that does not involve disciplinary action against an accused party or disclosing the identity of the reporting party.

## **XXVI. PRIVACY AND CONFIDENTIALITY**

The difference between confidentiality and privacy is defined in the Definitions section above. Regardless of whether a party is designated as a confidential or private resource, the university seeks to respect the privacy of all parties involved. The university will treat information that it receives in a manner that respects both the reporting party and the accused party. Recognizing that sexual misconduct can include criminal acts that violate the entire campus community, there may, however, be instances where the university has a responsibility to investigate and/or disclose information regarding the circumstances related to a specific incident. Individual and community 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.

### **D. Employee Reporting Responsibilities**

All university staff and faculty who are aware of sexual misconduct are considered responsible employees and are required to report this information to the Title IX Coordinator or Deputy Title IX Coordinator unless otherwise designated as a confidential resource.

### **E. 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 provision of this policy is inconsistent with FERPA, the university will follow FERPA.

### **F. The Clery Act and Record Keeping**

The Clery Act requires the university to maintain anonymous statistical information in the university's daily crime log and Annual Security Report regarding reports of Clery-identified crimes. The information contained in the Clery report tracks the number of Clery-reportable offenses occurring at campus locations and does not include the names or any other identifying information about the persons involved in the incident. The university may also share non-identifying information about reports received in aggregate form, including data about outcomes and sanctions. In addition, if a report of a violation of this policy discloses a serious and continuing threat to the campus community as defined in the Clery Act, the university will issue a timely warning notification to the community to protect the health or safety of the community. At no time will the university release the name of the reporting party to the general public without the express consent of the reporting party or as otherwise permitted or required by law.

## **XXVII. PRESERVATION OF EVIDENCE**



If a reporting party is a victim of relationship violence or sexual assault, in particular, time and preservation of evidence may be a critical factor for criminal prosecution or for obtaining an order of protection. If a reporting party is a victim of relationship violence or sexual assault, his or her first priority should be to get to a place of safety. In addition, in order to preserve evidence, do not (a) wash, clean, or change clothes, (b) shower, (c) use sanitary products, (d) use the restroom, (e) touch anything that the accused party may have touched, and/or (f) cover up injuries, if any, with make-up, lotions, or creams.

#### **XXVIII. REMEDIAL AND PROTECTIVE MEASURES**

After a report of sexual misconduct, the university will offer reasonable and appropriate measures to protect a reporting party and facilitate the reporting party's continued access to university programs and employment. The university offers a wide range of remedial and protective measures for students and employees, whether as reporting parties or accused parties, to provide support and guidance throughout the university's response to a report of sexual misconduct. These measures may be both remedial (designed to address either party's safety and well-being and continued access to educational opportunities) or protective (involving action against either party). Remedial and protective measures may be imposed on an interim basis or may be extended permanently.

In every report under this policy, the Title IX Coordinator or Deputy Title IX Coordinator will discuss the need for potential remedial measures with the dean of students (in the cases where the accused party is a student) or the vice president for human resources (in the cases where the accused party is faculty or staff) – or their designee. Upon receiving information regarding the nature of the report, the dean of students or vice president for human resources (or designee) will make an immediate assessment of any risk of harm to the reporting party, the accused party or the broader campus community, and may institute measures he or she deems advisable to protect the reporting party, the accused party or broader campus. These steps will include considering and/or implementing remedial and/or protective measures, where deemed advisable and at his or her sole discretion.

Potential remedial and protective measures include, but are not limited to

- Imposition of a No Contact Order, which prohibits the accused party and/or the reporting party from communicating through any manner or medium with the other. parties will be notified of such orders in person or via their university email accounts, and failure to comply with such orders may result in disciplinary action;
- Suspension from athletic teams;
- Rescheduling of exams and assignments;
- Change in class schedules, including the ability to transfer course sections or withdrawal from a course;
- Change in seating assignment;
- Change in an employee's work schedule or job assignment;

- Change in a student’s university-sponsored or controlled housing, dining, transportation or working situations;
- Assistance from university support staff in completing housing relocation;
- Limit of an individual’s or organization’s access to certain university facilities or activities pending the outcome of the matter;
- Leaves of absences;
- Providing an escort to ensure safe movement between classes and activities;
- Providing access to medical services;
- Providing academic support services;
- University-imposed administrative leave or separation;
- Interim suspension or leave;
- Assistance in obtaining a civil protection order;
- Honoring an Order of Protection or No Contact Order entered by a state civil or criminal court; and/or
- Any other remedy, which can be tailored to the involved individuals to achieve the goals of this policy.

Remedial and protective measures are available regardless of whether a reporting party pursues a report or investigation under this policy. The university will maintain the privacy of any remedial and protective measures provided under this policy to the extent practicable and will promptly address any violation of the remedial or protective measures.

The university will also provide reasonable remedial and protective measures to third parties as appropriate and available, taking into account the role of the third party and the nature of any relationship with the university.

A civil order of protection may also be available from the St. Clair County Courthouse located at 10 Public Square, Belleville, Illinois 62220 or other appropriate jurisdiction. The Title IX Coordinator, Deputy Title IX Coordinator, or Department of Public Safety are available to assist with this process.

**XXIX. THE INVESTIGATION AND PROCEDURES AFTER THE REPORT**

The university’s process for resolving reports of sexual misconduct will be prompt and equitable and conducted with the oversight of the Title IX Coordinator or Deputy Title IX Coordinator. If the Coordinator decides to go forward with a formal investigation and report process, even if no complaint has been filed by a reporting party, the process shall be as set forth below.

**C. Formal Investigation**

Where the Title IX Coordinator or Deputy Title IX Coordinator has decided to pursue a formal investigation, a trained investigator (or trained investigators) will conduct a prompt, thorough, and impartial investigation of reports of sexual misconduct. All parties and witnesses are

expected to provide truthful information. Knowingly providing false or misleading information is a violation of university policy and can subject a student or employee to disciplinary action. The investigator and/or the Coordinator will provide timely updates to the reporting and accused parties, as appropriate or requested, about the timing and the status of the investigation.

It is the responsibility of the investigator – not the parties – to gather relevant evidence, to the extent possible. The investigator will conduct a fair and reliable fact-gathering process in light of the circumstances. The investigator will be responsible for interviewing the reporting party and the accused party, interviewing potential witnesses, collecting relevant documentation and physical evidence, creating a timeline (to the extent possible), and preparing a written report documenting the complete investigation.

The reporting party and accused party will have an equal opportunity to be heard, to submit information, and to identify witnesses who may have relevant information during the formal investigation process. Witnesses must have observed the acts in question or have information relevant to the incident, and cannot be participating solely to speak about an individual's character.

The investigator will determine the relevance of any proffered information, and will not consider statements of personal opinion, rather than direct observations or reasonable inferences from the facts, or statements as to any party's general reputation for any character trait, including honesty.

Medical and counseling records of a reporting party or accused party are privileged and confidential records that individuals are not required to disclose. However, these records may contain relevant and material information and a party may voluntarily choose to share such records with the investigator. Any records provided by a party becomes part of the file and may be available to review by the opposing party, if deemed relevant to the formal investigation.

A reporting party's prior sexual history will never be used as evidence of character or reputation, and will only be considered during an investigation under limited circumstances. For example, where there is a current or ongoing relationship between the parties, and the accused party asserts that the conduct was consensual, the prior sexual history between the parties may be relevant to assess the manner and nature of communications between the parties. However, the mere fact of a current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Any prior sexual history of the reporting party with other individuals is not typically relevant and will only be permitted if it is probative of a material fact, for example, to explain an injury or physical finding.

In gathering information, the investigator may also consider other reports of, or findings of responsibility for, similar conduct by the accused party to the extent such information is relevant and available. Such information may be relevant to prove motive, intent, absence of mistake, pattern or other material fact.

Where a sufficient informational foundation exists, the investigator, in consultation with the Title IX Coordinator or Deputy Title IX Coordinator, will assess the relevance, form, and reliability of

the information and determine if it is appropriate for inclusion in the written investigation report for consideration by the hearing officer in its determination of responsibility and/or assigning of a sanction.

The investigator and Title IX Coordinator or Deputy Title IX Coordinator have the discretion to consolidate multiple reports against an accused party or reports where the parties are accusing one another (cross complaints) into one investigation if the evidence related to each incident would be relevant and probative in reaching a determination on the other incident.

At the conclusion of the investigation, the investigator will prepare a written report (the “investigative report”) that summarizes the complaint (even if not filed officially by a reporting party), details the information gathered, and synthesizes the areas of agreement and disagreement between the parties. In preparing the investigative report, the investigator will review all facts gathered to determine whether the information is relevant and material to the determination of responsibility given the nature of the allegation. The investigator will also include a written recommendation at the conclusion of the investigative report detailing whether there is or is not, in his or her opinion, sufficient evidence to support a finding that sexual misconduct occurred using the preponderance of the evidence standard. This recommendation is non-binding on the hearing officer, who bears the ultimate responsibility of determining whether the accused party is responsible for committing sexual misconduct in violation of this policy by a preponderance of the evidence standard.

The reporting party and accused party will have reasonable and equal access to any information or evidence obtained by the investigator and that may be used or reviewed by the hearing officer. Should the reporting party or accused party want to review any such information or evidence, such request should be made to the Title IX Coordinator or Deputy Title IX Coordinator, who will make such information or evidence available for review.

The investigator will seek to finalize the investigative report within 25 business days of receiving the reporting party’s report, but this timeframe may be extended due to the complexity of the circumstances of each allegation, the integrity and completeness of the investigation, to comply with a request by external law enforcement, to accommodate the availability of witnesses, to account for university breaks or vacations, and/or to address other legitimate reasons.

**D. Right to an Advisor**

Throughout the process, a reporting party and/or accused party may have an advisor of their choice present at any meeting related to the investigation or disciplinary proceeding. An advisor of choice may include an attorney retained by a party at their own expense. Any party requesting such advisor may be required to execute an appropriate FERPA waiver.

Any person who serves as an advisor should plan to make themselves available for meetings throughout the process. Advisors may participate in an advisory capacity to the party they are advising, but they may not take part directly in any portion of the proceedings, including taking part of the investigation, meeting with the hearing officer, or the appeal (although the advisor may be present with the party he or she is advising at any time). If a party wishes to speak

privately with their advisor during the investigation or meeting with the hearing officer, that party may request a brief recess from the meeting or proceeding. The advisor may not be a fact witness or otherwise have any conflicting role in the process, as determined by the Title IX Coordinator. The university may only discuss the report and status of the report with the chosen advisor if consented to by the party selecting the advisor.

### **XXX. DETERMINATION PROCEDURE**

The hearing officer is an administrator designated by the university to determine responsibility (by a preponderance of the evidence standard) of the accused party and impose, as appropriate, any sanctions. If the accused party is a student of the university, the hearing officer will be the dean of students or such person approved by the Title IX Coordinator or Deputy Title IX Coordinator. If the accused party is faculty or staff, the hearing officer will be the vice president for human resources or his or her designee (as approved by the Title IX Coordinator). If the hearing officer has a conflict of interest or bias against the reporting party or accused party, as determined by the Title IX Coordinator, the Title IX Coordinator will appoint another hearing officer, at his or her discretion. Any such proposed conflict may be raised by the Title IX Coordinator, the hearing officer, the accused party or the reporting party by notifying the Title IX Coordinator in writing of such conflict and the factual basis for any alleged conflict.

The hearing officer and investigators will be trained for 8-10 hours at least annually by the Title IX Coordinator, the Deputy Title IX Coordinator and/or outside sources on issues relating to sexual misconduct and how to conduct an investigation and hearing process that protects the safety of reporting parties and promotes accountability, in addition to all annual training required by law.

Upon its completion, the Title IX Coordinator, the Deputy Title IX Coordinator or investigator will provide the investigative report to the hearing officer. The Title IX Coordinator or Deputy Title IX Coordinator will notify the reporting party and accused party that the investigation has closed, and the hearing officer will make a determination within 15 university business days (unless there is good cause for limited delay, such as the availability of the accused or reporting party). During that time, the parties will be given an opportunity, if they choose, to meet with the hearing officer to separately discuss the investigation, evidence and/or the underlying facts. The reporting party and accused party will not be present together during the determination procedure or interviews at any time. Each party's advisor may be present during any such interview.

In addition, if the hearing officer has questions with answers not contained in the final investigative report, the hearing officer may contact any party or witness, during the determination procedure and at his or her discretion, via telephone, email, and/or in person. During any such communication, the party is entitled to have his or her advisor present. However, it is expected that most hearings will not require additional evidence or testimony.

Alternatively, the parties may submit a written statement in lieu of an in-person meeting with the hearing officer. Any party may also submit written questions that the party wants to be asked

by the hearing officer of another party. The hearing officer will review the questions prior to asking the other party to ensure that they are appropriate and relevant. At the conclusion of the individual meetings (if any), or upon receipt of additional written comment, the hearing officer will make a determination as to whether, based on the preponderance of the evidence standard, the accused party committed an act or acts of sexual misconduct in violation of this policy.

If the hearing officer determines that the accused party is responsible for one or more forms of prohibited conduct, the hearing officer will determine the appropriate sanctions. A determination of sanctions will be based on the facts and circumstances of each case.

Sanctions for violations of this policy may include those listed under Remedial and Protective Measures, and are included, but are not limited to, expulsion, suspension, disciplinary probation, mandated counseling, assessment, alcohol, sexual harassment, and/or drug education program, restrictions on campus privileges, restrictions on campus housing, restrictions on participating in student activities or sports, community service, educational sanctions, No-Contact Orders, changes to employees' work schedules or job assignments, leaves of absence, university-imposed administrative leave or separation, employee counseling, termination, and/or any other sanction which can be tailored to the involved individuals to achieve the goals of this policy.

In determining the appropriate sanction, the hearing officer may consider the following factors:

- The nature and violence of the conduct at issue;
- The impact of the conduct on the reporting party;
- The impact of the conduct on the university community;
  
- Prior misconduct by the accused party, including the accused party's relevant prior discipline history, both at the university or elsewhere, and any criminal convictions or arrests;
- How the university has previously sanctioned similar conduct;
- Whether the accused party has accepted responsibility for the conduct;
- Maintenance of a safe and respectful learning, living and working environment;
- Protection of the university community; and
- Any other mitigating, aggravating, or compelling circumstances in order to reach a just and appropriate outcome in each case.

Both the reporting party and accused party will simultaneously receive a written notice of the outcome of the hearing officer's findings, any sanctions imposed, when such results become final, and the right to appeal (the "determination letter"). The determination letter will be provided via the party's university email account or via hand-delivery.

If the accused party is suspended and later wishes to return campus after completing his or her period of suspension, the university shall notify the reporting party if (a) the accused party's request to return has been approved, and (b) when the reporting party is currently enrolled in the university.

### **XXXI. THE APPEAL PROCESS**

Either party may appeal the determination letter. All appeals are due, in writing, to the Title IX Coordinator or Deputy Title IX Coordinator within five university business days following the determination letter being sent. If a request is not received within five university business days, the determination letter shall be final. Limited extensions to appeal will only be given for extraordinary circumstances and shall be approved by the appeal officer in his or her discretion. If a party appeals, such appeal shall consist of the accused party's name, the email address where he or she can be reached, a plain, concise and complete written statement outlining the basis for the appeal (see below) and all relevant information to substantiate the grounds for appeal. The appeal will be decided by an appeal officer. The appeal officer will be the Belleville Campus Provost or his or her designee (as approved by the Title IX Coordinator).

The grounds for appeal may only be one or more of the following:

- There was a material deviation from the procedures set forth in this policy that would significantly impact the outcome of the case or may have resulted in a different finding;
  - Including that the sanction is disproportionate to violation;and/or
- New or relevant information, not available at the time of the investigation or determination of responsibility, has arisen that would significantly impact the outcome of the case.

Dissatisfaction with the outcome of the investigation or the determination letter, or failure of a party or witness to attend or participate in the investigation or hearing process, are not grounds for appeal.

The other party will have an opportunity to review the appeal and may submit a written response to the appeal to the appeal officer within three university business days following the appeal being sent to that party.

Except in extraordinary circumstances, appeals will be resolved by the appeal officer within seven university business days following receipt of the request for appeal, but only after the other party has had three university business days to respond. All parties will receive written notification following the final determination of any appeal.

The decision of the Appeal Officer is a final determination.

#### **XXXII. TIMEFRAME**

Except for good cause, the university will attempt to conclude its formal investigation, hearing and appeal process between 60-75 university business days following receipt of a report. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness, fairness, and impartiality. The university may extend this timeframe for good cause and will communicate any delay in the process in writing to the parties, including an updated timeframe for completion and the reason(s) for the delay. Good cause may exist for a variety of factors, including but not limited to the complexity of the circumstances of each

allegation, the integrity and completeness of the investigation, to comply with a request by external law enforcement, to accommodate the availability of witnesses, to account for university breaks or vacations, and/or to address other legitimate reasons.

### **XXXIII. RESOURCES**

Any individual who has experienced sexual misconduct is strongly encouraged to seek immediate emergency assistance from law enforcement, medical professionals, and/or crisis counseling resources. Individuals are encouraged to use all available resources, regardless of when or where the incident occurred.

The university is committed to treating all members of the community with dignity, care, and respect. Any individual affected by sexual misconduct, whether as a reporting party, accused party, witness, or third party, will have equal access to support consistent with the individual's needs and available university resources. This section provides contact information for university resources, resources in the Belleville community, and national resources.

Prompt intervention can do much to mitigate trauma associated with acts of sexual misconduct and enhance recovery. Reporting parties are encouraged to utilize appropriate resources, whether or not they report the sexual misconduct to law enforcement or the university. Any campus community member in need of resources or assistance relating to any of the matters covered by this policy is encouraged to contact one of the on-campus or off-campus resources or reporting contacts listed in this policy.

#### **F. Emergency Resources**

The priority response to any report of sexual misconduct is to address the safety of the reporting party. The university will help the reporting party get to a safe place and assist him or her in contacting law enforcement, seeking immediate medical treatment, and accessing crisis counseling resources and will assist the party in taking steps to preserve evidence.

For emergency assistance, reporting parties are strongly encouraged to contact Lindenwood University-Belleville Public Safety & Security ("Public Safety"), the local police department, and emergency medical or counseling services.



**EMERGENCY ASSISTANCE AND MEDICAL CARE  
9-1-1**

**Belleville Police Department**  
720 W. Main Street, Belleville, Illinois  
618.234.1212  
(911 if emergency)

**Lindenwood University-Belleville Public Safety & Security Office**  
US Alan J. Dixon Center, D100  
2600 West Main St. Belleville, IL  
24/7 Security Direct Line: 618.978.9797

**Student Counseling and Resource Center**  
2025 W. Main Street, Belleville, Illinois  
(across from Fischer's Restaurant parking lot)  
618.239.6085

Private but non-anonymous reports can also be submitted on the Office of Title IX university website at: [www.lindenwood.edu/title-ix](http://www.lindenwood.edu/title-ix)

Anonymous reports can also be submitted on the university website at: <http://www.lindenwood.edu/belleville/student-life/campus-security/reporting-a-crime/>.

Sexual misconduct submitted through the anonymous website will be shared with the Title IX Coordinator and/or the Deputy Title IX Coordinator.

**G. Confidential Resources**

The *only* university resources that afford complete confidentiality (assuming no other conditions require mandatory disclosure, *i.e.*, suspected child abuse or neglect or imminent risk of harm to self or others) are

- Disclosure to a licensed counselor at the Student Counseling and Resource Center;
- Disclosure to a medical professional in the context of the physician-patient relationship; and
- Disclosure to a member of the clergy when the communication is made in the clergy member's professional capacity of giving religious or spiritual advice.

Speaking confidentiality with a licensed counselor in the Student Counseling and Resource Center (or any other confidential resource) does not require a report to Public Safety, the Title IX Coordinator, the Deputy Title IX Coordinator, or any other reporting body, without the consent of the reporting party.

- University Resources.
  - **Student Counseling and Resource Center**, 2025 W. Main Street, Belleville, Illinois (618) 239-6085
  
- Medical Services in the Community.
  - **St. Elizabeth's Psychiatry**, 211 S. 3<sup>rd</sup> Street, Belleville, Illinois (618) 264-2120
  - **St. Louis Medicine Institute**, 521 W. Main Street, Belleville, Illinois (618) 825-0051
  - **Metro East Behavioral Health Care**, 12 N. 64<sup>th</sup> Street, Belleville, Illinois (618) 398-5127
  
- Additional Confidential Resources in the Community
  - **Call for Help, Inc. Sexual Assault Victims Care Unit**, 9400 Lebanon Rd, East St. Louis, Illinois 62203
    - **24hr Hotline: (618) 397-0975**
    - [www.callforhelpinc.org](http://www.callforhelpinc.org)
  - **The St. Louis Anti-Violence Project**, Serving the Lesbian, Gay, Bisexual, and Transgender Community, P.O. Box 15067, St. Louis, MO, Hotline: (314) 503-2050
  - **YWCA – St. Louis Regional Sexual Assault Center**, 140 N. Brentwood Blvd., St. Louis, MO (314) 726-6665, (314) 531-7273 (24-hour access)
  - **Alternatives to Living in Violent Environments (ALIVE)**, (314) 993-2777 (24-hour access/crisis line)
  - **Safe Connections**, (314) 531-2003 (crisis hotline), (314) 646-7500 (counseling and support services)

#### **H. Campus Resources (private, but not confidential)**

The following campus departments can provide resources, guidance and assistance to students. These departments are required to share all reports of Sexual Misconduct with the Title IX Coordinator and/or Deputy Title IX Coordinator.

- Dean of Students. Dr. Suzy Jones, U.S. Alan J. Dixon Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.239.6223, [sjones5@lindenwood.edu](mailto:sjones5@lindenwood.edu)
- Department of Housing and Residential Life, U.S. Alan J. Dixon Center, D100, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.671.6145
- Public Safety. Director Ryan Anderson, U.S. Alan J. Dixon Center, D100, Belleville, IL 62226, 2600 W. Main Street, Belleville, IL 62226, Ph: 618.978.9797, [randerson1@lindenwood.edu](mailto:randerson1@lindenwood.edu)

- Vice President for Human Resources (for employees). Dr. Deb Ayres, Stumberg Hall, 209 S. Kingshighway, St. Charles, MO 63301, Ph. 636.949.4405, [dayres@lindenwood.edu](mailto:dayres@lindenwood.edu).

**I. Staff and Faculty Resources**

The university is concerned with the well-being of its staff members, its faculty, and their families. An Employee Assistance Program (EAP) is a benefit set up by Lindenwood to provide employees assistance for themselves and their immediate family members in dealing with personal concerns. Assessment, short-term counseling, and referral services are available for concerns such as domestic violence, anxiety, marital issues, relationship issues, etc. To use the services, contact

- [www.paseap.com](http://www.paseap.com) or Call (800)356-0845 or
- Candace Terry, Human Resources, (636) 627-2589, [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu)

**J. Online Resources**

The following chart outlines national resources available online. These resources may help identify available resources in other communities outside of Belleville, Illinois.

<b>NotAlone.gov</b>	<a href="https://www.notalone.gov">https://www.notalone.gov</a>
<b>National Domestic Violence/ Sexual Assault Hotline</b>	1 (800) 799-SAFE (24-hour) <a href="http://www.thehotline.org">http://www.thehotline.org</a>
<b>Domestic Abuse Helpline for Men and Women</b>	1 (888) 743-5754 <a href="http://www.dahmw.org">http://www.dahmw.org</a>
<b>Stalking Resource Center</b>	<a href="http://www.victimsofcrime.org/our-programs/stalking-resource-center">http://www.victimsofcrime.org/our-programs/stalking-resource-center</a>
<b>Rape, Abuse, and Incest National Network (RAINN)</b>	1 (800) 656-HOPE (24-hour) <a href="http://www.rainn.org">http://www.rainn.org</a>

**XXXIV. TRAINING**

The university will offer students and employees with primary prevention and awareness programming, initiatives, strategies and campaigns that promote awareness of and seek to end sexual harassment, relationship violence, sexual assault, sexual exploitation, retaliation, and stalking (“awareness programming”). Such awareness programming will include (a) a statement that sexual misconduct is prohibited, (b) definitions of those offenses, (c) the definition of consent, (d) safe and positive options for bystander intervention to prevent harm or intervene in risky situations, (e) recognition of signs of abusive behavior and how to avoid potential attacks, and (f) ongoing prevention and awareness campaigns.