

# LINDENWOOD UNIVERSITY EMPLOYMENT POLICIES 2023-2024



Revised September 13, 2023

LINDENWOOD  
UNIVERSITY

# WELCOME

Welcome to Lindenwood! You are here because of your unique talents, qualifications, and ability to contribute to the mission of the University and the greater good of the Lindenwood community. These employment policies apply to faculty, adjuncts, staff, and student employees who work for the University. Please review these policies and procedures carefully because they will help support and guide you as you perform your professional duties.

These policies contain information and hyperlinks to many of the University's general guidelines for safe, lawful, and effective operating practices. These policies are not intended to represent, nor do they create, a contract of employment or contractual rights, either expressed or implied. Moreover, these policies and guidelines neither confer any obligation on Lindenwood nor create any right to employment on the part of employees. With the exception of employees who have a written Faculty Appointment contract for a specific term, employment with Lindenwood is on an at-will basis, meaning that both the employee and Lindenwood can end the employment relationship at any time, with or without notice or cause. These policies will serve as a useful resource for employees, although they do not encompass every scenario.

These policies do not restrict employees' communications or actions protected by the National Labor Relations Act or applicable state or federal 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. These policies replace any previous versions of said policies.

Employees are responsible for reading and abiding by the provisions contained in these policies and any revisions thereto. Please review the policies by clicking on the hyperlinks below. The policies may be changed at the discretion of Lindenwood. In the interest of transparency, you will receive notification that the policies have been updated with information for which you will be responsible and accountable. For reference, these policies are located on Workday under "Useful Links," "Lindenwood Employment Policies." For convenience, these policies—as well as other University policies—can also be accessed on the University's website in the centralized online policy library.

If you have questions regarding any of the information in these policies, please contact Human Resources.

## EMPLOYMENT POLICIES REVISION PROCESS

The Senior Vice President for Human Resources periodically reviews the Employment Policies 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 then evaluated by the University President, the Senior Vice President for Human Resources, and the Provost, Vice President for Academic Affairs.

Please take the time to review the policies by clicking the hyperlinks contained within.

# ADVANCEMENT

## SOLICITATION, FUNDRAISERS, GIFTS, PRIZES, AND AWARDS

### [Solicitation, Fundraisers, Gifts, Prizes, and Awards](#)

#### PURPOSE

Lindenwood University recognizes the responsibility to prevent disruption of normal business and avoid interference or disturbance to our students, visitors, and employees.

#### SCOPE

This policy applies to all individuals employed by the University.

#### POLICY

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.).

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.

#### FUNDRAISERS

System-wide fundraising projects must be approved in advance by the Development Office at (636) 949-4939. All fundraisers must be documented through the use of the Solicitation Approval Form, which can be found in Useful Links/Workday.

#### 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)

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

# COMPUTERS AND TECHNOLOGY

## EMAIL RESPONSIBILITY AND COMPUTER USE

### [Email Responsibility and Computer Use](#)

#### PURPOSE

Lindenwood University is committed to protecting electronic communications and assets. This policy articulates employee expectations regarding the use of university-owned and managed electronic communications services.

#### SCOPE

This policy applies to all faculty, staff, volunteers and individuals employed by the university that utilize the institution's equipment, network, or systems.

#### POLICY

Employees are responsible for the contents of their Lindenwood 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.

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

Revised 01/15/21

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. The violation of any of these rules or guidelines may result in termination of employment.

- **Appropriate Use:** Individuals who are supplied access to Lindenwood 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 and costly viruses and malware into the Lindenwood University information technology infrastructure.
- **Bandwidth:** Providing services or running applications that consume excessive bandwidth on the Lindenwood University network is prohibited. Should such applications or services be necessary to support the mission of the University, faculty or staff must obtain approval from the Chief Information Officer prior to use.
- **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 University 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 University’s email system using University-owned computers. Please remember that deleting emails or files from a Lindenwood University 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 University email system are property of the University and subject to examination by University officials [for cause]. Lindenwood University reserves the right to inspect any messages contained within the University email system at any time.
- **Email and Data Exfiltration:** All Lindenwood University emails and data are considered the property of the University. As such, only limited forwarding of emails is allowed. Rules or processes that exfiltrate Lindenwood data or emails, such as auto-forwarding, outside of the Lindenwood Network is prohibited.
- **External Domains:** Users are not permitted to own external domain names that are utilized for Lindenwood University business unless otherwise approved by the user’s college dean or department AVP 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 Information Technology Acceptable Use Policy (see appendices below).
- **Legal Compliance:** Lindenwood University 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 University email accounts for non-business mailing list subscriptions is prohibited.
- **O365 Account and Data Retention:** In most instances account email and data are retained for no longer than 30 days after employment ends.
- **Outlook:** Lindenwood University business conducted via email should be limited to the user’s Lindenwood University Outlook account. Personal email accounts should not be used to transmit Lindenwood University communications and materials.
- **Passwords:** Users must not disclose their passwords or otherwise make Lindenwood University facilities available to unauthorized individuals. Moreover, the possession or collection of other’s passwords is prohibited.
- **Personal Accounts:** Individuals assume responsibility for their personal, non-university accounts.
- **Personal Devices:** Users with personal devices on the Lindenwood University 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 University Email Responsibility, Computer Use, and Social Media Policy applies to all computers, mobile devices, and other technology devices 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 and administrative use.

- Restrictions: At its discretion, Lindenwood University reserves the right to restrict or deny the use of its network and services.
- Secondary Networks: It is prohibited to connect any secondary physical network to the Lindenwood University network without written authorization of the Chief Information Officer.
- Security: Individuals may not attempt to circumvent security systems or to exploit or probe for security holes in any Lindenwood University network or system, nor may individuals attempt any such activity against other systems accessed through Lindenwood University properties.
- 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 audio-video equipment, computer labs, classrooms, 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 and/or employment action up to or including termination of employment.

## **EMPLOYEE FILE RETRIEVAL POLICY**

### [Employee File Retrieval Policy](#)

#### **PURPOSE**

This policy provides an overview of how Lindenwood University, in some instances, may retrieve personal and non-University files, data and/or information stored electronically on Lindenwood computers, devices or systems for individuals no longer employed by Lindenwood.

#### **SCOPE**

This policy applies to the retrieval of personal files, data or information of former employees stored on Lindenwood devices or systems.

#### **POLICY**

As a general matter, all workstations, computers and other electronic devices provided by Lindenwood to employees are Lindenwood property and should be used solely for fulfilling job duties and responsibilities. As such, personal documents, pictures, and other non-work-related data or files should not be saved to Lindenwood systems, computers or devices. Lindenwood is not responsible for any personal data, information or files stored or saved on Lindenwood systems or devices.

In the event a Lindenwood employee leaves employment with Lindenwood, voluntarily or involuntarily, and has personal data, files or information stored on University systems or devices, the employee should submit a request to Lindenwood's Human Resources Departments for Lindenwood to attempt to retrieve such personal information. Requests should be made as soon as possible and should include as much detail as possible. The University will review such requests and evaluate the scope and scale of work involved to attempt to retrieve such files and inform the individual if Lindenwood is able to accommodate such requests. Lindenwood is under no obligation to retrieve personal data and reserves the right at its discretion to deny requests for the same.

## **HARDWARE AND SOFTWARE REQUESTS**

### [Hardware and Software Requests](#)

#### **PURPOSE**

Lindenwood University is committed to providing access to the computer hardware and software necessary to fulfill job responsibilities.

## SCOPE

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that utilize the institution's equipment, network, or systems.

## POLICY

Requests for computer hardware or software must be sent to the Lindenwood University IT Help Desk at [helpdesk@lindenwood.edu](mailto:helpdesk@lindenwood.edu) or (636) 255-5100).

## USER ACCEPTANCE

1. **New Employees and Volunteers**  
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.

# IDENTIFICATION CARDS AND COPY CENTER

## [Identification Cards and Copy Center](#)

### PURPOSE

This policy reviews how to obtain a Lindenwood ID and use the copy center.

### SCOPE

This policy applies to individuals employed by the University.

### POLICY

#### IDENTIFICATION CARDS (ID)

University photo ID cards can be obtained from the IT Help Desk on the first floor of the LARC. IDs are required for receiving on-campus discounts, library use, and for picking up tickets to student performances and sporting events.

#### COPY CENTER USE

Faculty members have access to request copies of classroom materials at the Copy Center which is located in the Library and Academic Resources Center (LARC) on the First Floor. Print requests can be sent via email ([copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu)).

For more information, contact the Copy Center at [copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu) or on the [copy center webpage](#).

## OFF-CAMPUS SITES

Copiers are available at off-campus centers.

# INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

[Information Technology Acceptable Use Policy](#)

## PURPOSE

Lindenwood University is committed to providing a safe and secure information technology infrastructure. Acceptable use expectations are defined and enforced to support such an environment.

## SCOPE

This policy applies to all students, faculty, staff, and individuals employed by Lindenwood University that utilizes the institution's equipment, network, or systems.

## POLICY

This policy applies to all individuals actively or passively connecting technology devices 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 and Residential networks are UNSECURED networks, and Lindenwood University makes no representations or warranties concerning the availability or security of the guest or residential networks, and all use is provided on an as-is basis. By using these networks, you agree to defend, indemnify, and hold harmless Lindenwood University for any losses or damages that may result from your use of these networks.

Individuals who access to university computer facilities and to the system-wide communications network assume responsibility for their appropriate use. Lindenwood University expects individuals to be careful, honest, responsible, and civil in the use of the University's networks, 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 University facilities available to unauthorized individuals or groups. Moreover, the possession or collection of others' passwords is prohibited.

Users with personal computers and technology devices on the Lindenwood University 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 University network. Using the Lindenwood University network for commercial purposes is strictly prohibited. Connecting any secondary physical network to the Lindenwood network without written authorization by the Chief Information Officer is strictly prohibited.

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

No Lindenwood University network, system, or device 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 and Chief Information Officer.

## FILE SHARING

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

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

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

Because the Lindenwood University network and Internet connections are shared by many University services (the University Library, Lindenwood University website, electronic mail, etc.), 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 the University 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 University community.

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 University 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 Lindenwood University Information Technology Help Desk at [helpdesk@lindenwood.edu](mailto:helpdesk@lindenwood.edu) or (636) 255- 5100. .

## 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 University Information Technology department reserves the right to monitor all activity on any computer/technology device connected to the Lindenwood University network. University managed accounts and service activity may be monitored as well.

## POLICY VIOLATION

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

## LECTURE CAPTURE / CLASSROOM CAPTURE POLICY

### [Lecture Capture / Classroom Capture Policy](#)

#### PURPOSE

The purpose of this policy is to provide definitions and guidelines for using lecture capture and classroom capture practices within teaching practice. The policy is designed to preserve a balance between the intellectual property rights of faculty members, the privacy rights of students, and the educational goals of Lindenwood University.

#### APPLICATIONS

To meet educational goals, faculty can choose from an array of instructional tools and technology to assist with delivering content to or facilitating learning with students. From this menu of available resources, Lecture Capture and Classroom Capture can be appropriate options. When public health, community, or market conditions necessitate, the university administration reserves the right to shift expectations to universal classroom capture to avoid disruptions to the learning environment and to preserve equitable opportunities for students to access instruction.

#### SCOPE

This policy applies to all employees, staff, students, and other individuals using information technology resources for instruction through credit bearing or non-credit courses.

#### DEFINITIONS

4.1 *Lecture Capture* is the recording of pre-recorded webinars, short instructional videos, and recordings of live lectures and is usually limited to the instructor and those assisting the instructor with the demonstration or discussion.

4.2 *Classroom Capture* is the video and audio recording of a whole-classroom including the students attending the class either virtually or in person.

4.3 *Participants* are any faculty, staff, students, or guest speakers who are present and identifiable in a lecture capture or classroom capture recording.

## 5.0 GUIDE TO EFFECTIVE USE

There are benefits to each approach. Identify clear goals for your lectures/class time and consider the ways you want students to use the recordings.

Lecture capture works well because it affords the faculty member the ability to:

- easily create a high-quality video/audio recordings
- record brief videos covering one or a few ideas at a time
  - Determine whether you have the time to prepare recordings consistently throughout the semester
  - Consider that these mini-lectures could be useful for various reasons:
    - they are much faster to upload to the LMS than an hour-long video
    - an instructor can assign several of these to be viewed in a sequence to create a longer, connected lecture broken into segments. The instructor breaks up content intentionally, where it makes sense rather than a student pausing 18 minutes into a 50 minute video lecture where there is no logical break in content, for example.
    - an instructor might find use for one mini-lecture in multiple courses (for example, you might cover *persuasive strategies* in both *Public Speaking* and *Advertising* and be able to use your videos addressing those in various courses)
  - engage with one audience at a time, using the tools that work for a given audience
    - Consider that when students view a classroom capture video after the fact, they are unlikely to experience the instructor as “talking to them” as the instructor’s eye contact and attention is focused on students who are in the room or participating synchronously from a distance.
    - Instructors have to consider how what they are presenting or discussing in the classroom translates to an asynchronous video viewing. For example, if the instructor writes on the board, this might not be visible on the video, so an annotation tool on the computer or tablet might be necessary to use while in the classroom. Another example is that the instructor might need to repeat a student’s question either because it could be too quiet to hear on the audio recording or because it was contained in the chat (if there are students joining synchronously at a distance).
  - Use the videos as a means for “flipping the classroom.” If the instructor require students to listen to recordings before class, then the class time can be used for discussion, problem-solving, interactive activities, application exercises, etc.

Lecture capture works well for students because:

- they are more likely to feel engaged if they view a video wherein the instructor is close to the camera, simulating eye contact by looking into the camera, appearing side-by-side with any content presented via slides or annotation tool, and directing attention to the video viewer rather than to an audience in a classroom
- they can watch in short spurts or all at once without having to pause a video where it might not make sense to have a break in content
- they can easily find what idea they're looking for if they want to re-watch to ensure understanding or while they are studying

Therefore, if the goal of the recording is to engage asynchronous students as much as possible by providing a learning experience that seems to be created specifically for the asynchronous format or student, lecture capture is likely the best choice.

Classroom capture works well because it affords the faculty member the ability to:

- provide a lecture/learning activity only once and make it available to any students who were not present for it
- include in the video questions and comments from other students, which can benefit student learning and save faculty time in answering the same questions from different student audiences
- include in the asynchronous learning at least a glimpse into (if not participation in) activities that occurred in the classroom that the asynchronous student might otherwise miss out on completely
  - Consider that if faculty use lecture capture, they might want to simulate similar or the same activities in an asynchronous way

Classroom capture works well for students because:

- they may feel that they are getting roughly the same experience/content as students who were present synchronously
- they can hear what their peers were thinking as they learned the content
- it might motivate students to attend synchronously so that they can be a part of the class rather than observing the class afterward

Therefore, if the goal of the recording is to ensure that all students hear and see the same content delivery and conversation about that content, classroom capture is likely the best choice.

## 6.0 ACCESSIBILITY

To meet the needs of a students with disabilities who have a signed accommodation letter from the Accessibility Officer, faculty can provide the lecture / classroom capture, or they may permit the student to record the lecture / class meeting. See the [Information for Students with Accommodations](#).

## 7.0 PRIVACY

When utilizing classroom capture faculty, staff, students, and guest speakers must comply with FERPA and the University's [privacy policies](#). All participants should be made aware that the session is being recorded. Any lecture capture or classroom capture recordings made by faculty, staff, or students may not be disseminated to anyone not enrolled in the course without the express written permission of the all participants who are recognizable in the recording.

## 8.0 COPYRIGHT AND FAIR USE

Anyone recording, using, or accessing lecture / classroom capture content must comply with all applicable copyright laws and the [University's Copyright policy](#) and [the University's Information Technology Acceptable Use policy](#).

## 9.0 OWNERSHIP AND INTELLECTUAL PROPERTY

Ownership of lecture / classroom capture content shall be determined in accordance with the University's [Intellectual Property policy](#), which states "If faculty or staff produce materials for courses at the direction of Lindenwood University or in the ordinary course of employment with the institution, Lindenwood University retains a non-exclusive, royalty-free, perpetual license to those materials. This means that LU may use the material, without collecting any royalty or fees from the material, for an unlimited period of time. Faculty or Staff who produced these course materials are also free to continue to use them for their own purposes." To protect lecture / classroom capture content, the instructor should inform students in the syllabus that the instructor has granted students access to the material for limited purpose of participating in the course and the instructor requires written consent for students to duplicate or share, in any fashion, lecture / classroom capture content.

## 10.0 GUEST SPEAKERS

Recordings of course guest speakers made in advance or in real-time may be used to supplement spoken or posted course information. Guest speaker recordings are subject to copyright laws and may only be used with the consent of the speaker for a duration outlined in an agreement between the speaker and member of the university.

## 11.0 STORAGE

All recordings made with Canvas Conferences can be stored within the Canvas shell indefinitely and can be deleted at the faculty member's discretion. Faculty members may also download recordings and provide them to students via the Canvas "Files" function. Students may not distribute recordings to anyone who is not enrolled in the specific course and section for which the recording was produced—in other words, recordings must remain within the Canvas shell of the course. This requirement protects the privacy of recorded students and the intellectual property of the instructor.

## 12.0 PROCEDURES

*Technical Support* – for questions about how to use the OWL cameras and the Big Blue Button, please contact the Lindenwood Help Desk at [Helpdesk@lindenwood.edu](mailto:Helpdesk@lindenwood.edu)

*Instructional Support* – For questions about how to use Canvas, please contact Lindenwood Online at [lindenwoodonline@lindenwood.edu](mailto:lindenwoodonline@lindenwood.edu). For consultation on teaching strategies, please contact the Lindenwood Learning Academy at [learningacademy@lindenwood.edu](mailto:learningacademy@lindenwood.edu) or Lindenwood Online.

## 13.0 QUESTIONS / WAIVERS

Please direct inquiries about this policy to [academicaffairs@lindenwood.edu](mailto:academicaffairs@lindenwood.edu).

## 14.0 POLICY VIOLATION

The university is very concerned about the privacy and property rights of all employees and students and takes violations of any of these policies very seriously. All employees and students are subject to the university's disciplinary policies as stated in the employee guidebook and the student handbook and should

consider violations of these policies grounds for the maximum discipline allowed under these guidelines up to and including termination / dismissal.

Approved by Faculty Council 9/9/2021

Approved by Deans Council 9/14/2021

Approved by University Curriculum Committee 1/19/2022

Approved by Provost and VP for Academic Affairs, Bethany Alden-Rivers 3/15/2022

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

[Privacy and Personal Data Protection Policy](#)

### **PURPOSE**

Lindenwood University is committed to protecting the privacy of Personally Identifiable Information (PII) of its students, faculty, staff, and other individuals associated with the university.

### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

### **POLICY**

Lindenwood University 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.

Lindenwood University 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 read the [Privacy and Personal Data Protection Statement](#).

## **SOFTWARE COPYRIGHT COMPLIANCE**

[Software Copyright Compliance](#)

### **PURPOSE**

Lindenwood University is committed to ensuring compliance with all applicable software copyright laws.

### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that utilize the institution's equipment, network, or systems.

## POLICY

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 University 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 University 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 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 Lindenwood University Information Technology 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.

# EMERGENCIES AND CANCELLATIONS

## BASIC EMERGENCY ACTION PLANS

[Basic Emergency Action Plans](#)

### PURPOSE

Lindenwood University is committed to the safety and security of all stakeholders. The purpose of this policy is to provide guidance to employees as it relates to campus emergencies and cancellations.

### SCOPE

These policies apply to all employees and are designed to provide guidance in response to emergencies.

### POLICY

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.

## EMPLOYEE INJURIES AND ACCIDENTS

In the event of an emergency, 911 should be called immediately. Assistance Towers (with an illuminated blue light on top of the tower) are available and located throughout campus. Once activated by pushing the red button, the tower will contact the department of public safety on-campus to assist.

Lindenwood University provides workers' compensation benefits for all employees in accordance with federal, state, and local laws if a compensable injury or illness has 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 and submit it 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 also 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.

## STUDENTS AND GUESTS INJURIES AND ACCIDENTS

At times, members of the campus community and guests suffer injury or illness. In the event of an emergency, 911 should be called immediately. Assistance Towers (with an illuminated blue light on top of the tower) are available and located throughout campus. 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.

## 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. [More information or for links to download the app.](#)

ALERTUS is a software program used to communicate through workstation computers, connected to the university network, and once activated, will display a message on network connected monitor(s), notifying the user of pertinent information related to an "emergency."

## INCLEMENT WEATHER POLICY FOR EMPLOYEES



When the campus is closed due to inclement weather, all exempt and non-exempt employees will work remotely unless otherwise directed by their supervisor. 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. An announcement will also be distributed via Office 365 email and the Rave system or whatever is deemed most appropriate for the weather conditions.

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.

## GENERAL POLICIES

### COPYRIGHT

## [Copyright](#)

### PURPOSE

It is the intent of Lindenwood University that all members of the university community comply with the provisions of the United States Copyright Law.

### SCOPE

This policy applies to all employees and students who wish to make copyrighted materials.

### POLICY

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.

## **EMPLOYEE CONFIDENTIALITY POLICY**

### [Employee Confidentiality Policy](#)

#### PURPOSE

In the normal course of working for the University, employees may receive and/or have access to information that is confidential, sensitive, and/or proprietary in nature. Employees are expected to maintain such information in confidence and to use this information only for the purposes of satisfying employment responsibilities and tasks for the University.

#### SCOPE

This policy applies to all confidential information of the University.

#### POLICY

#### CONFIDENTIALITY

University employees, and those performing services for the University, must not communicate or disclose, or cause to be communicated or disclosed, confidential information to any unauthorized person or entity or use any confidential information improperly. Employees must exercise reasonable efforts to protect the confidentiality of the confidential information they receive, access, and/or have access to. Confidential information is owned solely and exclusively by the University and shall remain the exclusive property of the University. Upon the University's request, employees must return to the University and not retain any

confidential information (to the extent possible). For purposes of this policy, confidential information includes but is not limited to information, regardless of its form or means of communication used by, belonging to, or relating to the University that is proprietary or restricted in nature and that is not generally known or available to the public, including: processes; plans; policies; procedures; employment; legal affairs; regulatory affairs; assets; inventory; business and/or trade secrets; marketing; advertising; expenses; methodologies; revenues; contracts; corporate governance; financial information; costs of goods and/or services; relationships with third parties; students; strategies; projections; analyses; summaries; alumni; donors; or other materials or documents prepared by or at the direction of the University which contain, reflect and/or are based, in whole or in part, on any of the above confidential information

The University has additional obligations that require it to maintain the confidentiality of certain other types of information, including but not limited to the legal obligations of the Family and Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). Please see these specific policies for additional information. There are additional, specific policies that govern other types of confidential and sensitive information in the University's possession, including personally identifiable information (PII). More information can be found here: [Privacy Policy](#).

With the rapidly developing and evolving area of artificial intelligence and related technology – such as chat gpt and other similar technologies, programs, tools, etc. – the confidentiality obligations of Lindenwood employees include not disclosing or inputting any sensitive or confidential information into these third-party systems. Confidential information not to be disclosed includes, but is not limited to: all information identified in this policy, non-directory student information, confidential employee/employment information, contracts, non-public financial information, confidential third party information, University information not publicly available, and the like as some examples.

Employees should immediately report to the University if they believe confidential information, including other data, may have been compromised and/or improperly accessed, disclosed, acquired, or exfiltrated. Reports should be made to TJ Rains, Vice President, Information Technology and Chief Information Officer at [trains@lindenwood.edu](mailto:trains@lindenwood.edu) or (636) 949-4347, and/or to Mark Falkowski, General Counsel, at [mfalkowski@lindenwood.edu](mailto:mfalkowski@lindenwood.edu) or (636) 949-4916.

## **EMPLOYEE DRUG AND ALCOHOL POLICY**

[Employee Drug and Alcohol Policy](#)

### **PURPOSE**

Lindenwood University seeks 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. Thus, employees of the University are expected and required to report to work in appropriate mental and physical condition.

### **SCOPE**

This policy applies to University employees.

### **POLICY**

Lindenwood is committed to maintaining 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.

In addition to information the information set forth herein, 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.

#### Drug and Alcohol Testing:

1. Pre-employment Testing. Lindenwood reserves the right to conduct pre-employment drug and/or 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/or 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 and/or alcohol. 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.

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

Employees experiencing problems with alcohol and/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 and/or drug abuse will be supported 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.

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.

For information about employee assistance programs, including those related to alcohol and/or drug use, available to employees, please contact the Human Resources Department.

#### Exception to Alcohol Policy

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 J. 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.

## **FIREARMS POLICY**

[Firearms Policy](#)

### **PURPOSE**

Lindenwood University is committed to campus safety.

### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

### **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.

## **INTELLECTUAL PROPERTY AND OWNERSHIP POLICY**

[Intellectual Property and Ownership Policy](#)

### **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.

### **POLICY**

## 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) 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) Investorship. 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 or 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.

## MAIL PROCEDURES

### [Mail Procedures](#)

#### PURPOSE

Lindenwood University is committed to providing mail delivery and management services supporting the Lindenwood University community.

## SCOPE

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that are sending or receiving mail through the institution's mail service.

## POLICY

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. Employees can send personal letters if they provide the stamps. For information on sending bulk mail (200 pieces or more), contact (636) 949-4563.

## MEETING AND CLASSROOM SPACE RESERVATION PROCESS

[Meeting and Classroom Space Reservation Process](#)

### PURPOSE

Lindenwood University is committed to providing appropriate classroom and meeting space to all employees and students by utilizing an EMS system.

### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

### POLICY

#### MEETING SPACE AND EVENTS RESERVATIONS

Campus facilities may be reserved by students, faculty, staff, and LSG recognized student groups. Reservation requests are subject to approval and space availability. To submit an internal reservation request for an event or meeting, please submit a request in EMS through your faculty/staff or student portal. Non-Lindenwood guests should contact Facilities directly for information and pricing. Contact Facilities with any EMS issues or questions.

Classroom spaces are scheduled by Academic Services. Faculty wishing to adjust their assigned classroom for ADA reasons or demonstrated need may contact us. Faculty should refrain from submitting change requests in the first week of the term except in cases of emergency.

## MISSION, VALUES, EMPLOYEE CODE OF ETHICS

[Mission, Values, Employee Code of Ethics](#)

### PURPOSE

Lindenwood University is committed to carrying out the mission and adhering to the established values of the institution.

### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University

## POLICY

### MISSION STATEMENT

Real experience. Real success.  
Enhancing lives through quality education and professional preparatory experiences.

### STATEMENT OF VALUES

- Excellence - We are committed to providing quality and excellence in all our endeavors.
- Dedication - We are committed to developing a high-performance work ethic and dedication to discipline or vocation.
- Integrity - We are committed to ensuring trust and respect for all persons in an environment that cultivates individual and institutional integrity.
- Creativity - We are committed to the development of original ideas, knowledge and innovative approaches to solving complex problems.
- Teamwork - We are committed to creating a connected, diverse community of team players who are humble, motivated and smart; committed to working together to advance the university's

### EMPLOYEE CODE OF ETHICS

Lindenwood University's Employee Code of Ethics is built upon the principles of the mission and values of the university. Employee conduct is expected to be concordant with and supportive of the mission and statement of values.

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.

Each of us must recognize that we have a primary responsibility to the students and that our decisions and actions must serve that priority.

## NEPOTISM

### [Nepotism](#)

#### PURPOSE

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.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

## POLICY



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.

## **PARKING, PARKING PERMITS, AND SEAT BELTS**

### [Parking, Parking Permits, and Seat Belts](#)

#### PURPOSE

Campus parking and vehicular regulations are designed to minimize congestion, maintain safety, enhance security, and maximize the use of existing parking facilities.

#### SCOPE

This policy applies to individuals employed by the University.

#### POLICY

##### PARKING AND PARKING PERMITS

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.

##### 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.

### [Plagiarism](#)

## PURPOSE

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.

## SCOPE

This policy applies to all individuals employed by or seeking employment with the University.

## POLICY

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.

# POLITICAL NONPARTISANSHIP

## [Political Nonpartisanship](#)

### PURPOSE

Lindenwood University is a nonprofit entity with educational focused mission, vision, and values. Consistent with this standing, the Bylaws of the University reflect that the University shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Similarly, the University shall not carry on any activities not permitted to be carried on by a nonprofit organization consistent with its tax-exempt status.

### SCOPE

This policy applies to political activities of the University.

### POLICY

Consistent with the position asserted in its Bylaws, the University practices political nonpartisanship. This means that no University office, organization, subdivision, student, or employee 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. Similarly, no Lindenwood students, faculty members, or employees may use University resources or University work time on behalf of personal political initiatives or state or imply that they speak as a representative 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 itself, 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 in advance by the University.

## **PROFESSIONAL RESPONSIBILITIES POLICY**

### [Professional Responsibilities](#)

#### **PURPOSE**

The purpose of this policy to outline the rules of professional conduct at Lindenwood University.

#### **SCOPE**

This policy applies to all individuals employed by or seeking employment with the University.

#### **POLICY**

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

## **PROPERTY RESPONSIBILITY – LINDENWOOD OR PERSONAL PROPERTY**

### [Property Responsibility - Lindenwood or Personal Property](#)

#### **PURPOSE**

It is the responsibility to take care of all personal items on campus as well as respect and care for university-issued equipment.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

#### **LINDENWOOD PROPERTY**

Employees are expected to take proper care of all university equipment and property provided while employed at Lindenwood. Upon termination, all university property will be returned in proper working order. You will be held financially responsible for lost or damaged property and understand that failure to return equipment and other property will be considered theft and may lead to criminal prosecution by Lindenwood University.

#### **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.

# RED FLAG IDENTITY THEFT PREVENTION PROGRAM

## [Red Flag Identity Theft Prevention Program](#)

### PURPOSE

The purpose of this policy and program is to ensure the compliance of Lindenwood University with the Red Flags Rule federal 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 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.

### SCOPE

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

### POLICY

This document outlines the required Red Flags Rule Program of Lindenwood 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, and/or customers.

- I. DEFINITIONS

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

"Covered account" means (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." 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" 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" 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" 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" means "fraud committed using the identifying information of another person."

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

"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" 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."

- II. IDENTIFICATION AND 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 recent and significant increase in the volume of inquiries;
  - An unusual number of recently established credit relationships;
  - A material change in the use of credit, especially with respect to recently established credit relationships; or
  - An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

#### SUSPICIOUS DOCUMENTS

5. Documents provided for identification appear to have been altered or forged.
6. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
7. 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.
8. 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.
9. An application either appears to have been altered or forged or gives the appearance of having been destroyed and reassembled.

#### SUSPICIOUS PERSONAL IDENTIFYING INFORMATION

10. Personal identifying information provided is inconsistent when compared against external information sources used by the university. For example
  - The address does not match any address in the consumer report; or
  - The Social Security Number (SSN) either has not been issued or is listed on the Social Security Administration's Death Master File.
11. 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.
12. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the university. For example
  - The address on an application is the same as the address provided on a fraudulent application; or
  - The phone number on the application is the same as the number provided on a fraudulent application.
13. 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.
14. The SSN provided is the same as that submitted by another person opening an account or another customer.
15. 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.
16. 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.
17. Personal identifying information provided is not consistent with personal identifying information that is on file with the University.
18. 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

19. 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.
20. 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.

21. 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.
22. 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).
23. 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.
24. The University is notified that the customer is not receiving paper account statements.
25. 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.

- **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.

- **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.

- V. 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.

- VI. OVERSIGHT OF 3RD 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; and
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.

- VII. 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 to 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.

- VIII. UPDATING THE PROGRAM

On an annual basis, the program will be reevaluated 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.

- IX. 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 on August 1, 2009.

## **SOFTWARE COPYRIGHT COMPLIANCE**

### [Software Copyright Compliance](#)

#### **PURPOSE**

Lindenwood University is committed to ensuring compliance with all applicable software copyright laws.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that utilize the institution's equipment, network, or systems.

#### **POLICY**

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 University 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 University 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 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 Lindenwood University Information Technology 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.

## **SPEAKER AND EVENT SPONSORSHIP**

### [Speaker and Event Sponsorship](#)

#### **PURPOSE**

Lindenwood University supports the use of external speakers and events as long as approved and authorized in advance.

#### **SCOPE**

This policy applies to individuals employed by the University.

#### **POLICY**

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.

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

## **STRATEGIC PLANNING**

### [Strategic Planning](#)

#### **PURPOSE**

The strategic planning outlines the institution's goals based on the University's mission and vision.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

## POLICY

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.

## TITLE IX SEXUAL HARASSMENT AND MISCONDUCT

### [Title IX Sexual Harassment 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 A and is hereby incorporated by this reference.

## TOBACCO-FREE POLICY

### [Tobacco-Free Policy](#)

#### PURPOSE

Lindenwood University is committed to tobacco-free campus.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### 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.

## **UNIVERSITY COUNCILS**

### [University Councils](#)

#### **PURPOSE**

Lindenwood University values shared decision-making based on the principles of partnership, equity, accountability, and ownership.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

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

#### **FACULTY COUNCIL**

Representatives from each academic school 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 division are elected to serve on this council to address important issues affecting staff members.

## **HUMAN RESOURCES**

### **CAMPUS PRIVILEGES**

#### [Campus Privileges](#)

#### **PURPOSE**

Lindenwood University is committed to providing competitive benefits to all full-time faculty and staff.

## SCOPE

This policy applies to all faculty, staff, and adjuncts employed by the University.

## POLICY

### ID Cards

University photo ID cards can be obtained from the IT Help Desk on the first floor of the LARC. IDs are required for receiving on-campus discounts, library use, and for picking up tickets to student performances and sporting events.

### Dining Services

Employees will receive a 25 percent discount off their purchase at any Pedestal location 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

### 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 student event upon request, on a space-available basis.

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 valid ID. Library databases can be accessed from extension locations with proper login information.

### Campus Bookstore

Employees receive a 10 percent discount off their purchase at the Barnes and Noble campus bookstore on the St. Charles campus upon presentation of a valid ID.

### Recreational Facilities

Employees have access to the recreational facilities in Evans Commons during regular operational hours. Additionally, faculty, staff, students and alumni members are allowed one guest per visit for a fee of \$5 per

day. 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.

### 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 FREE 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.

### Copy Center Use

Faculty members have access to request copies of classroom materials at the Copy Center which is located in the Library and Academic Resources Center (LARC) on the First Floor. Print requests can be sent via email ([copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu)).

For more information, contact the Copy Center at [copycenter@lindenwood.edu](mailto:copycenter@lindenwood.edu) or on the [copy center webpage](#).

Off-Campus Sites - Copiers are available at off-campus centers.

## **CHILDREN OF EMPLOYEES DURING WORK HOURS**

### [Children of Employees During Work Hours](#)

#### PURPOSE

This policy outlines the expectations of employees bringing children to campus during work hours.

#### SCOPE

This policy applies to individuals employed by the University.

#### POLICY

The University strives to provide a professional work environment free from distractions where employees are able to dedicate their full attentions to performing their jobs and fulfilling the University's mission, vision and values. As a general matter, employees are expected to focus their efforts on work during working hours. As such, employees should not bring their children or other minors for whom they are responsible to work at the University for purposes of providing childcare or supervision during an employee's scheduled work hours, except in rare circumstances that are approved in advance by their supervisor.

## **DISCIPLINARY POLICY**

## Disciplinary Policy

### PURPOSE

The purpose of the disciplinary policy is to set and maintain standards of conduct within the university, and in doing so, ensure that all employees are treated fairly and consistently.

### SCOPE

This policy applies to all faculty, staff, adjuncts and student employees employed by University.

### 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. 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.
2. 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
3. Compromising the work environment through the use of slander, libel, or similar behavior
4. 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
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 appearance
13. Excessive tardiness or absences
14. Unsatisfactory job performance; incompetence; Poor work execution; Failure to satisfactorily carry out assigned duties
15. Engaging in unethical, unprofessional, disrespectful, or inappropriate conduct
16. Failure to follow any university rule or policy; engaging in conduct that violates a university policy or practice including policies contained within this Employee Guidebook.
17. Failure to meet all financial obligations with the university
18. 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
19. 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
20. Posing a threat to the safety and security of any members of the university community, the campus, the work environment, or the reputation of the university; engaging in immoral conduct or indecency on university premises or while on university business
21. Unauthorized possession of weapons or possession of explosives while on university property or business
22. Gambling on university property
23. Falsifying or misstating claims of work-related injury
24. 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
25. Violation of non-disclosure agreement; giving confidential or proprietary university information to competitors, other organizations, or other third parties, or to unauthorized university employees
26. Failure to complete mandatory compliance training
27. Failure to cooperate with an investigation conducted by the university
28. 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 ACCOMMODATION POLICY**

### [Employee Accommodation Policy](#)

#### **PURPOSE**

Lindenwood University is committed to providing equal opportunity and access in the workplace and, thus, provides reasonable accommodations to qualified individuals consistent with applicable laws, including the Americans with Disabilities Act, as amended, (ADA), the Pregnant Workers Fairness Act (PWFA) and the Rehabilitation Act of 1973.

#### **SCOPE**



This policy applies to all faculty, staff, and individuals seeking employment with the University.

## POLICY

An individual seeking accommodation should contact the Director of Employee Benefits in the Human Resources Department to begin the interactive reasonable accommodation process as soon as possible. University supervisors should immediately direct accommodation inquiries and requests to the Director of Employee Benefits and should not make accommodation decisions on their own. The University and the individual making the request will communicate during this process, including about what accommodation(s) may be available to help ensure a qualified individual can perform their essential job responsibilities; or in the event of a job applicant, can participate in the application process.

During the reasonable accommodation process, the University will request additional information from the individual seeking accommodation about their accommodation request including but not limited to requesting supporting medical documentation and information, requesting an independent medical examination, and/or other means depending on the situation. Lindenwood may not be able to fully evaluate a request and/or provide reasonable accommodation absent appropriate documentation and information. In all cases, Lindenwood treats requests for accommodation and the information received by the University throughout the request process as confidential.

Decisions about what constitutes a reasonable accommodation are made on an individual, situational, and case-by-case basis. Input from individuals seeking accommodation is evaluated and taken into consideration; however, the final determination about what is a reasonable accommodation is made by the University. Additionally, the University is not required to provide an accommodation that would constitute an undue hardship to the University.

In situations of approved reasonable accommodations, the Director of Employee Benefits will communicate with the supervisor of the requesting employee to ensure the approved reasonable accommodations are implemented in a timely manner.

Individuals receiving reasonable accommodation should contact the Director of Employee Benefits if they believe their approved reasonable accommodations are not being provided or if they are seeking new or different accommodations.

### *Religious Accommodations*

Consistent with its commitment to providing equal employment opportunities to all individuals, Lindenwood 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 Vice President of Human Resources.

## EMPLOYEE BENEFITS

### [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. The full policy can also be found in Appendix B of this handbook. For additional questions and/or concerns, please contact the Director of Employee Benefits.

# EMPLOYEE CATEGORIES AND TYPES

## [Employee Categories and Types](#)

### PURPOSE

This policy outlines and defines the various employee types and flexible working designations at the University.

### SCOPE

This policy applies to all faculty, staff, employed by the University.

### POLICY

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

#### 1. Faculty

- 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 teaching load (4-4-2 or 30 total credit hours). Full-time employees are eligible for all benefits after eligibility waiting periods are met.
- 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 teaching 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.
- 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 teaching 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.
- Part-Time Faculty  
Employees in this category are scheduled to work less than 28 hours per week. Employees in this category are not eligible for benefits, unless otherwise designated.

#### 2. Staff

- Full-Time Twelve-Month Staff  
Employees in this category are employed-at-will and scheduled to work full-time of 40 hours per week, 12 months per year, and are eligible for benefits after eligibility waiting periods are met.
- Full-Time Ten-Month Staff  
Employees in this category are employed-at-will and scheduled to work full-time of 40 hours per week, 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.

#### 3. 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.

4. Student Employees  
Student employees are employed-at-will and hold positions on campus that have predetermined beginning and end dates with certain limitations on the number of hours worked. These employees must also be actively enrolled in courses and be in good standing with the university.
5. Essential Workers  
As determined by the Vice Presidents, essential workers are employees designated to report to work when the campus is closed due to inclement weather or during emergency situations, unless otherwise notified. Essential workers include staff employed in the following departments: Public Safety, maintenance, custodial services, grounds, emergency management, mail services, project management, facilities, procurements, and food services.

## FLEXIBLE WORK DESIGNATIONS

All Faculty and Staff positions are designated as either (1) fully on-ground; (2) non-standard flex, (3) standard flex, or (4) remote. Providing flexible scheduling does not change the terms and conditions of employment. It is at the discretion of the administrator/supervisor of each position to evaluate and approve a flexible schedule and/or alternative work location that best serves the University's needs, including as it may relate to performance or disciplinary issues. Remote work for purposes of providing ongoing childcare or other attendant care needs is not included in the standard and non-standard flex protocols. Non-standard flex provides administrators/supervisors and employees flexibility for non-routine circumstances which may include but are not limited to: employee and/or dependent is not feeling well but the employee can still perform all work related duties, employee has a worker scheduled to come to the house to complete work, or to reduce workplace distractions for an employee needing to complete an important and temporary task or project.

Position specific work designations are defined as:

1. Fully On-Ground  
On-campus presence is required and necessary to perform and meet position expectations at an effective level.
2. Non-Standard Flex  
On-campus presence is required and necessary to perform and meet position expectation at an effective level. Flexibility for remote work for non-routine, situational and unusual circumstances can be provided at the administrator's/supervisor's discretion.
3. Standard Flex  
On-campus presence is required but some duties and responsibilities can be performed remotely at an effective level. Administrators/supervisors may provide routine flexible remote work scheduling.
4. Fully Remote  
Consistent on-campus presence is not necessary to meet the expectation of the position at an effective level. Occasional campus presence may still be required as directed by the administrator/supervisor. It is the employee's responsibility and at their own cost to travel to campus when required.

## Work Expectations for Standard Flex and Non-Standard Flex Employees

Employees working in positions that are designated as standard flex and non-standard flex are responsible for meeting all position expectations in addition to adhering to the following.

When working remotely employees are expected to:

- Work in accordance with an employee's job description and evaluation standards for the duration of their scheduled workday, and at the same level as is required when working on campus.

- Dedicate their full attention to their assigned responsibilities during working hours. Activities and interactions outside the scope of responsibilities should be conducted during work breaks or outside of normal business hours.
- Designate a quiet and distraction-free working space while performing work.
- Have a dependable internet connection that's adequate for performing job duties.
- Be available through University-approved software to answer emails and phone calls during normal business hours. It is highly recommended that employees keep their Team's status current when flexing.
- Adhere to all breaks, work hours, and attendance schedules agreed upon with their administrator, and in compliance with state and federal laws.

Use University technology, including laptop cameras to be available and actively participate in scheduled meetings.

## **EMPLOYEE COMPENSATION**

### [Employee Compensation](#)

#### **PURPOSE**

The purpose of this policy is to define reasonable expectations for disbursement of paychecks to all employees.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

##### **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 employees in the state of Missouri are required to use direct deposit of paychecks. Direct deposits of paychecks are enforced in all states where legally permitted. Employees can add or update their direct deposit information directly in Workday. Paystubs are also available in Workday under the Payroll worklet.

##### **Employee 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 NON-DISCRIMINATION AND NON-HARASSMENT POLICY**

### [Employee Non-discrimination and Non-harassment Policy](#)

## PURPOSE

Lindenwood University values a diverse University community and is committed to equal opportunity and non-discrimination, non-harassment and non-retaliation in all of its programs and activities. Consistent with this commitment and corresponding legal obligations, Lindenwood does not discriminate nor permit discrimination by any member of the University community, and prohibits unlawful discrimination, harassment, and retaliation including on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, gender expression, pregnancy, religion, disability, veteran status, genetic information and other status protected under applicable law (collectively, “protected categories”) in University admissions, employment, access, activities, treatment, educational programs, services and all other areas where it is prohibited by law. This policy also sets forth the processes by which reports of alleged violations of this policy are addressed.

## SCOPE

This policy applies to all University programs and activities.

## POLICY

Lindenwood complies with federal, state, and local laws that prohibit discrimination on the basis of protected categories (defined above). Lindenwood is committed to creating an inclusive environment free from unlawful discrimination, harassment, and retaliation. Therefore, any form of discrimination, harassment, or retaliation based upon a person’s protected status is unacceptable, a violation of this policy, and will not be tolerated.

Harassment, whether verbal, physical, or visual, that is based on any protected category is a form of discrimination. Harassment as used in this policy includes unwelcomed, unsolicited, and/or offensive conduct that is severe or pervasive and tends to injure, degrade, disgrace, or show hostility toward a person based on a protected category. For purposes of applying this policy, “sexual” harassment includes conduct that is of a sexual nature or related to a person’s gender and may include persons of the same sex. Such prohibited conduct can also create an intimidating, hostile, or offensive working or learning environment.

Title IX of the Education Amendments of 1972 (“Title IX”) covers sexual harassment that meets specific definitions according to the Title IX regulations. The University also prohibits other sexual misconduct, not falling under specific Title IX regulatory definitions. Such conduct may include quid pro quo harassment, hostile environment harassment, sexual assault, domestic violence, dating violence, or stalking that occurs outside of the University’s programs or activities or outside the United States; or unwelcome conduct that does not rise to the level of hostile environment sexual harassment under Title IX, but is otherwise prohibited by the University. More information about Title IX and what constitutes prohibited conduct under the University’s Title IX policy can be found in [the University’s Title IX policy](#). Individuals are encouraged to review and be familiar with the Title IX policy and to direct any inquiries to the Title IX Coordinator.

All Lindenwood employees have a responsibility to help maintain a University environment that is free from unlawful discrimination, harassment, and retaliation. To that end, employees are expected to report as soon as possible to the individuals identified below if they believe they have experienced potential discrimination, harassment and/or retaliation prohibited by this policy or if they witness or become aware of potential discrimination, harassment, and/or retaliation prohibited by this policy. Reports should be made to:

- Dr. Deb Ayres, Vice President for Human Resources, [dayres@lindenwood.edu](mailto:dayres@lindenwood.edu); 636-949-4405, Stumberg Hall 9, 209 S Kingshighway St, Saint Charles, MO 63301

OR

- Paula Stewart, Title IX Coordinator, [pstewart@lindenwood.edu](mailto:pstewart@lindenwood.edu), 636-255-2265, Evans Commons 3030, 209 S Kingshighway St, Saint Charles, MO 63301

The University will receive reports and timely formulate a corresponding appropriate responsive plan based on the nature of the report, which often times includes a thorough and investigation and in instances of confirmed misconduct, steps reasonably calculated and aimed to stop the prohibited conduct, remedy its effects, and prevent its recurrence. Reports will be kept confidential to the extent practicable.

Reports of potential violations of this policy may reported directly to the University's general counsel's office and can also be made anonymously to Lighthouse Services, the University's independent and confidential reporting service. Lighthouse will review each report and coordinate with appropriate personnel of the University. Lighthouse can be reached using the following methods:

- Website: [www.lighthouse-services.com/lindenwood](http://www.lighthouse-services.com/lindenwood)
- Toll-Free Telephone: 1-844-700-0014
- E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include company name with report)
- Fax: (215) 689-3885 (must include company name with report)t

Individuals may also file a complaint with the [U.S. Department of Education's Office for Civil Rights website](http://www.ed.gov/office-for-civil-rights) or by calling 1-800-421-3481.

If, after an investigation, the University confirms that an employee engaged in conduct prohibited by this policy, disciplinary action will be taken, up to and including termination of employment. All employees are expected to cooperate and participate in investigations undertaken by the University.

If, after investigation, the University determines that an employee has provided false information when making a report or during the course of investigation, disciplinary action, up to and including termination of employment, will be taken against such employee.

The University also prohibits any retaliatory action against any employee who makes a good faith report or who participates in the investigatory process. Reports of potential retaliation should be directly to the individuals identified above.

## **EMPLOYEE REFERRAL PROGRAM**

### [Employee Referral Program](#)

#### **PURPOSE**

Lindenwood University is committed to recruiting and retaining highly qualified and diverse employees who align with the mission, vision, and values of the institution. The employee referral program will reward employees for capitalizing on their professional networks to recruit highly qualified and diverse candidates.

#### **SCOPE**

This policy applies to faculty and staff who are employed by the University and refer someone for a faculty or staff position.

#### **POLICY**

Employees who refer a candidate for a faculty or staff position with Lindenwood and if that candidate is ultimately hired for that position, the referring employee will receive a \$500.00 referral payment upon successful completion for the newly hired referral's initial 90-day employment period. To refer a candidate to an open faculty or staff position, employees must provide – prior to interviews being conducted – the following information through the Refer a Candidate process in Workday: candidate's name and email, position candidate is being referred to, relationship to candidate, and a brief questionnaire regarding the candidate's qualifications.

The following conditions apply to eligibility for the referral payment:

- The Lindenwood employee who refers a candidate must be a current faculty or staff employee in good standing (i.e., no documented performance or disciplinary concerns) at the time referral payment is processed. Referrals of employees' immediate family members or referrals made by those who are directly involved in the selection process, including hiring managers and committee members, are not eligible for referral payment.
- Referrals of current or former employees are not eligible for the referral program.
- Only one referral payment may be granted per candidate hired. If more than one referral is received for a candidate, the first submitted referral will be eligible for referral payment.
- There is no limit to the number of referral payments an employee may receive.
- Referrals for adjunct instructors and student employee positions are not eligible for reward.

Questions should be directed to the Human Resources Department.

## **EQUAL OPPORTUNITY EMPLOYER**

[Equal Opportunity Employer](#)

### **PURPOSE**

The purpose of this policy to demonstrate the University's commitment to transparent, non-discriminatory employment.

### **SCOPE**

This policy applies to individuals employed by the University.

### **POLICY**

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, gender identity, national origin, veteran status, disability, or any other legally protected characteristic.

## **FAMILY AND MEDICAL LEAVE ACT**

[Family and Medical Leave Act](#)

### **PURPOSE**

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with a right to a leave of absence from work, health insurance benefits, and job restoration provided that the employee returns to work during or at the end of the approved 12-week leave period. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave. This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. Lindenwood is committed to complying with the FMLA and shall interpret and apply this policy in a manner consistent with the FMLA.

## SCOPE

This policy applies to University employees, subject to applicability and eligibility set forth in detail below.

## POLICY

### 1. 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.

### 2. MILITARY LEAVE ENTITLEMENT

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

FMLA also includes a special leave entitlement, known as Military Caregiver Leave, that permits eligible employees to take up 26 weeks of leave during a single 12-month period to care for the service member



during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

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

### 3. 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.

### 4. NO WORK WHILE ON LEAVE

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

### 5. 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.

### 6. 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.

### 7. NOTICE OF ELIGIBILITY FOR FMLA LEAVE

Employees should contact the Human Resources Department as soon as possible to inquire about and apply for FMLA leave. Employees requesting FMLA leave will receive written notice from Lindenwood 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’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.

### 8. 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.

#### 9. 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.

#### 10. EMPLOYEE FMLA LEAVE OBLIGATIONS

##### o PROVIDE NOTICE OF THE NEED FOR LEAVE

Employees who take FMLA leave must timely notify Lindenwood 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 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 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.

- 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 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.

- 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 with timely, complete, and sufficient medical certifications. When Lindenwood 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 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.

## 4. 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.

## 5. 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.

#### 6. 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.

#### 11. 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.

#### 12. QUESTIONS AND/OR COMPLAINTS ABOUT FMLA LEAVE

If you have questions regarding this FMLA policy, please contact Human Resources.

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.

## **FAIR LABOR STANDARDS ACT (FLSA)- STATUS AND CONSIDERATIONS**

[Fair Labor Standards Act \(FLSA\)- Status and Considerations](#)

PURPOSE

Lindenwood University is committed to maintaining compliance with the Fair Labor Standards Act (FLSA), which is a federal law establishing minimum wage, overtime, pay eligibility, recordkeeping, and child labor standards effecting full-time and part-time workers in the private sector and in federal, state, and local governments.

## SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

## POLICY

### 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 work week.

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. 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 timecard. 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 timecards. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. Additionally, non-exempt employees are not eligible to teach in addition to their regular full or part-time positions.

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. Timecards 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 timecards 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 timecard 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 timecard 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 no less than the minimum weekly salary required by law and on a salaried 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 REQUIREMENT

To qualify for exemption, employees generally must be paid at not less than \$684 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.

## FRATERNIZATION

### [Fraternization](#)

#### PURPOSE

All employees are expected to recognize the importance of avoiding conflicts of interest between their professional responsibilities and their personal relationships.

#### SCOPE

This policy applies to all employed by or seeking employment with the University.



## POLICY

Employees who supervise, evaluate, grade, or 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.

## PAID AND UNPAID TIME OFF

### [Paid and Unpaid Time Off](#)

See Appendix C for full policy on paid and unpaid time off.

## PROFESSIONAL DEVELOPMENT AND TRAVEL OUTSIDE OF THE UNIVERSITY

### [Professional Development and Travel Outside of the University](#)

#### PURPOSE

Lindenwood University is committed to providing professional and personal success and wellness of all employees from the time of application through retirement. Our faculty and staff are to feel equipped and motivated to positively impact student learning outcomes and overall experience, as well as, to pursue their own full potential.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### POLICY

Faculty and staff are encouraged to participate in 40 hours of professional development each year in areas of knowledge and skills, compliance, safety, and wellness. All employees are eligible to participate in development opportunities offered through the Lindenwood Learning Academy. Additionally, Faculty and staff are eligible to apply for support for professional development/travel. Funding is approved based on the evaluation criteria established by each college or department and based on the funding available within each budget cycle for professional development. Staff work directly with their supervisor to request approval and funding for external professional development. Faculty work with their supervisor and dean to request approval and funding for external professional development.

Examples of supported professional development opportunities for faculty include but may not be limited to:

- Tier 1: Attending a conference or training course to advance or expand subject area expertise: Assuming funding is available and approved, faculty seeking this type of development opportunity may be reimbursed for approved expenses up to \$750 per event.
- Tier 2: Presenting a paper, poster, or performance at a conference: Assuming funding is available and approved, faculty seeking this type of development opportunity may be reimbursed for approved expenses up to \$1,500 per event and up to a total of \$2,000 for two events per fiscal year.
- Tier 3: Attending a conference or training course at the request of the supervisor: The employee is reimbursed for all approved expenses.
- Tier 4: Accompanying a student who is presenting a paper, poster, or performance: Each proposal will be evaluated by the respective dean. Funding is approved at the discretion of the deans and may fluctuate depending on budgetary factors.

Employees are encouraged to work with their supervisors and deans to construct their professional development plans in advance for the upcoming fiscal year. 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.

## **RECRUITMENT**

### [Recruitment](#)

#### **PURPOSE**

Lindenwood University is committed to selecting the best candidate for the position and ensuring a fair job placement opportunity for all applicants.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

All available positions are posted online through the human resources website. Lindenwood University requires an online application be submitted for each available position of interest. Lindenwood University gives consideration to internal candidates for all faculty and staff job openings for which they are qualified.

Falsification or omission of information as part of the application process, including omission of felony convictions, is grounds for denial or termination of employment.

## **RELOCATION REIMBURSEMENT**

[Relocation Reimbursement](#)

See Appendix D for full policy on relocation reimbursement.

## **SECONDARY/OUTSIDE EMPLOYMENT FOR FULL-TIME FACULTY AND STAFF**

[Secondary/Outside Employment for Full-Time Faculty and Staff](#)

### **PURPOSE**

This policy provides clarity and parameters for full-time employees who seek or hold secondary positions outside the University.

### **SCOPE**

This policy applies to all full-time faculty and staff employed by the University.

### **POLICY**

Secondary or outside employment is any additional employment for which compensation is paid by an external source while the employee is working with the university. Lindenwood University understands the right for an employee to search for and obtain secondary employment outside of the university but expects that a full-time employee complies with the guidelines presented below.

### **GUIDELINES**

- The individual's employment at the university is considered as the primary position held by the employee. Any work outside of the university is considered secondary employment.
- A full-time employee must Inform the appropriate academic and staff administrator of secondary employment details.
- Secondary employment cannot affect the employee's ability to perform all required duties for primary position.
- Work related to outside employment must not be conducted during primary employment working hours.
- Use of University equipment, funds, supplies, property, or confidential information in performing work for your secondary position is prohibited.
- Secondary employment will not be permitted if it creates any conflict of interest with the employee's primary employment.
- Duties performed during secondary employment are carried out in a private capacity and the University is not liable or responsible for conduct or performance performed during secondary employment.
- If any change in secondary employment occurs (i.e. obtains a different position or employer), the academic or staff administrator must be informed.

- Secondary work for which an employee is paid and that overlaps with normal business hours of the university will require prior approval by the academic or staff administrator and accrued vacation or unpaid time must be used.
- A completed Secondary Employment Form must be submitted to the Dean of the college or the VP of the division for review. The form is in Useful Links in Workday. If approved, the Dean or VP will forward the form to the SVP-HR for final approval. A copy of the form will be uploaded in the employee's Workday file.

## FAILURE TO COMPLY

If secondary employment does not meet the guidelines outlined above, or interferes with the with the primary work and performance of the Lindenwood employee, disciplinary action may be taken up to and including termination of employment from the University.

## TUITION GRANT AND EXCHANGES

### [Tuition Grant and Exchanges](#)

See Appendix E for policy on tuition grant and exchanges.

## USE OF GENERATIVE AI IN EMPLOYMENT POLICY

### [Use of Generative AI in Employment Policy](#)

#### PURPOSE

The purpose of this Use of Generative AI in Employment Policy ("Policy") is to provide guidelines for the use of generative artificial intelligence ("AI") (e.g., ChatGPT, etc.) to employees of Lindenwood University and those performing work and/or services for Lindenwood. Generative AI is a type of artificial intelligence that can generate content, such as art, music, or text, and other forms of creative content typically associated with human creativity. Generative AI systems are trained on large volumes of written information, referred to as Large Language Models (LLM), using deep learning techniques to generate new creative content. This policy addresses the use of Generative AI in employment in this rapidly changing and developing area and is subject to updates that correspond to developments in Generative AI.

#### SCOPE

This policy applies to all employees of Lindenwood University and those performing work and/or services for Lindenwood.

This Policy covers the use of Generative AI for University purposes. It does not apply to the use of Generative AI for purely personal reasons.

#### POLICY

##### 1. Definitions

- 1.1. "Application" means a software program that runs on a System.
- 1.2. "University" or "Lindenwood" means Lindenwood University.
- 1.3. "Legal" means the University's Office of General Counsel.
- 1.4. "Personal Data" means all information relating to an identified or identifiable individual.

- 1.5. “IT” means information technology.
  - 1.6. “Network” means a group of computer systems and other computing hardware devices that are connected through communication channels, such as the Internet, to facilitate communication and resource-sharing among Users.
  - 1.7. “System” means all IT equipment, including personal and University owned, connecting to the Network, or accessing Applications. This includes, but is not limited to, desktop computers, laptops, smartphones, tablets, printers, data and voice Networks, networked devices, software, electronically stored data, portable data storage devices, third-party networking services, and telephone handsets.
  - 1.8. “Users” means persons who have access to any System. This includes employees, contractors, contingent workers, agents, consultants, vendors, service providers, suppliers, and other third parties.
2. Use Case Dependent
- 2.1. Whether Users should use Generative AI in the performance of their job for Lindenwood is dependent on the specific use case for which Users are using Generative AI. The issues raised with the use of Generative AI to assist with menial tasks (e.g., asking what the weather forecast is) are much different than skilled tasks (e.g., drafting outward-facing University publications). Users must exercise good and sound judgment, consistent with the guidelines in this Policy, prior to using Generative AI for University purposes.
3. Processing Activities Use of Generative AI in support of University activities is divided into the following four categories: (1) Prohibited, (2) High-Risk, (3) Medium Risk, and (4) Low Risk usage activities.
- 3.1 Prohibited Processing Activities. Users must not engage in the following activities with Generative AI:
    - a. No Non-Publicly Available Personal Data. Users must not enter non-publicly available Personal Data into Generative AI (e.g., Social Security numbers, medical records, financial information, and driver’s license numbers).
    - b. No Student Information. Users must not enter student information into Generative AI.
    - c. No University Confidential Information. Users must not enter University confidential information into Generative AI. This includes items such as meeting notes, proprietary information, financial records or analysis, images, audio, video, and nonpublic data and information.
    - d. Human Resources. Users must not enter the following HR information into Generative AI: hiring (including job posting), promotion, discipline, or termination of employees.
    - e. Legal and Compliance. Drafting legal documents (including contracts), compliance reports, or other legal or regulatory activities with potential legal implications.
  - 3.2 High Risk Processing Activities. The following activities are considered high risk. Users must (1) receive written approval in advance by the vice president of their division or college for the use of Generative AI for any of these activities and (2) have human intervention, review and/or approval before being used or relied upon:
    - a. Public Documents. Preparation of publicly-facing University statements, press releases, advertisements, promotions, or similar written material.
    - b. Decision Making. Generating insights or recommendations that directly influence crucial decisions, such as strategic planning, financial investment, or operational changes.
    - c. Student Inquiries. Automatically generating responses to student inquiries, prompts or complaints.
    - d. Predictive Modelling. Predicting or anticipating future events, trends, or behaviors based on data analysis.
    - e. Product Development. Creating, enhancing, or diversifying products or services by generating concepts, designs, and/or solutions.

- 3.3 Medium Risk Processing Activities. Prior to using Generative AI for any use not covered in Sections 3.1 and 3.2 above, Users must analyze and document the following factors and determine that such use outweighs the risk of harm to the University based on these factors below.
    - a. Data Privacy and Security. The use of Generative AI must comply with all privacy, cybersecurity, education laws such as the Family Educational Rights and Privacy Act (FERPA), and institutional policies.
    - b. Bias and Discrimination. The use of Generative AI must not result in bias and/or discrimination against any student, employee, and/or other individual.
    - c. Plagiarism. The use of Generative AI must not result in plagiarism.
    - d. Copyright Infringement. The use of Generative AI must not result in copyright infringement.
    - e. Misinformation. Generative AI can produce inaccurate or misleading information. The use of Generative AI must not result in the University producing a public document that contains incorrect, inaccurate, or misleading information.
    - f. Confidentiality. Search queries entered into Generative AI are capable of being reverse engineered. The use of Generative AI must not result in the University breaching a duty of confidentiality.
    - 3.3.1. Users will report the analysis required by this Section to their supervisor at least ten (10) business days prior to engaging in the use. The receiving supervisor must approve the use and may reclassify the use, when appropriate. If the use is reclassified to a Prohibited Processing Activity, then Users may not engage in the use. If the use is reclassified to a High Risk Processing Activity, then the individual making the request for use must comply with the requirements under Section 3.2 above.
  - 3.4 Low Risk Processing Activities. The following activities are low risk activities for which no review is required:
    - a. The use of Generative AI for personal use that does not involve any of the activities or risks described in Sections 3.1 to 3.3 above.
    - b. Personal Use is considered a Low Risk Processing Activity for the University. This risk analysis does not take into account any possible risks to the individual using Generative AI for personal purposes. Activities and the types of inputs for Personal Use are subject to an individual's own discretion.
    - c. The use of Generative AI for instructional purposes that does not involve any of the activities or risks described in Sections 3.1 to 3.3 above and does not violate existing University policies on confidentiality, data protection, academic integrity or any other policy.
4. Independent Validation
- 4.1. Generative AI can produce an output that is inaccurate, incorrect, misleading, or violates copyright or other legal requirements.
  - 4.2. All work product created using Generative AI must be independently validated for accuracy and legality consistent with the guidelines in this Policy and applicable law.
5. Transparency
- 5.1. The use of Generative AI should be transparent. For example, the use of Generative AI with chatbots should be disclosed to and by the User. If creating a document, data, and/or information using Generative AI, its use should be disclosed and made clear on the document.
  - The following is stock language that can be used for disclosure purposes from OpenAI's Sharing and Publication Policy:
    - "The author generated this text in part with GPT-3, OpenAI's large-scale language-generation model [or insert other Generative AI used]. Upon generating draft language, the author reviewed, edited, and revised the language to their own liking and takes ultimate responsibility for the content of this publication."
6. Exceptions

- 6.1. Exceptions to this Policy may be considered in very limited circumstances when potential risk and harm to the University are mitigated and should be directed to the University's Legal Office in advance.
7. Training
- 7.1. Regular and ongoing mandatory training will be provided to employees on this rapidly evolving and changing topic through the Lindenwood Learning Academy.

## **VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE (VESSA) POLICY**

### [Victims of Domestic or Sexual Violence \(VESSA\) Policy](#)

#### **PURPOSE**

The purpose of this policy is to inform Lindenwood University employees of their rights under the Victims Economic Safety and Security Act ("VESSA"), Mo. Stat. § 285.625-670. Subject to certification requirements outlined below, an employee shall be entitled to two (2) weeks of unpaid leave during any twelve (12) month period for an approved reason if that employee is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence.

#### **SCOPE**

This policy applies specifically to Lindenwood employees. New hires are eligible for VESSA leave as of their date of hire.

#### **POLICY**

#### **DEFINITIONS**

For purposes of this policy, Lindenwood adopts the same definitions as set forth in Mo. Stat. § 285.625, including the following:

- "Domestic violence" - abuse or stalking committed by a family or household member;
- "Family or household member" - a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household;
- "Reasonable safety accommodation" - an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable;
- "Victim services organization" - a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocates for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process.

#### **USE OF LEAVE AND ELIGIBILITY**

Eligible employees may take up to two (2) weeks of unpaid leave when the employee or a family member is a victim of domestic or sexual violence, as defined above.

Employees may take the leave either intermittently or on a reduced work schedule. A reduced work schedule is defined as a work schedule that reduces the usual number of hours per workweek, or hours per workday of an employee.

Eligible employees may take unpaid leave from work to address domestic or sexual violence for the following approved reasons:

- To seek medical attention or recover from physical or mental injuries caused by the violence to the employee or the employee's family or household member;
- To obtain services from a victim services organization for the employee or the employee's family or household member;
- To obtain psychological or other counseling for the employee or the employee's family or household member;
- To participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future violence or to ensure economic security; or
- To seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family and household member, including either preparing for or participating in any legal proceeding related to the violence.

Eligible employees may also request reasonable safety accommodations for limitations resulting from circumstances relating to being a victim of domestic or sexual violence or being a family or household member of a victim of domestic or sexual violence. Lindenwood will accommodate reasonable requests that do not impose an undue burden on the University.

Lindenwood will not discriminate or retaliate against employees who exercise their rights under VESSA. Upon return from leave, the employee shall be restored to the same or a similar position with Lindenwood and retain benefits accrued prior to the approved leave.

Employees may elect to take paid leave, if eligible, in lieu of unpaid leave under VESSA. Additionally, depending on the basis for the leave, VESSA leave may be taken in addition to FMLA leave or VESSA leave may run concurrently with FMLA leave.

#### NOTICE AND CERTIFICATION

Employees must provide forty-eight (48) hours advance notice of the employee's intention to take leave under VESSA unless providing such notice is not practicable.

Lindenwood may request certification from the employee substantiating the reason for leave. If requested, certification should be provided to Lindenwood within five business days unless not practicable but must be provided within a reasonable period of time.

An employee may satisfy the certification requirement with a sworn statement of the employee and:

- documentation from an employee, agent or volunteer of a victim services organization, attorney, member of the clergy or medical or other professional who provided assistance to the employee or the employee's family or household member;
- a police or court record; or



- other corroborating evidence.

Lindenwood may also request certification related to a request for a reasonable safety accommodation. Certification may be a written statement certifying the purpose of the reasonable safety accommodation signed by the employee or an individual acting on the employee's behalf.

All information provided to Lindenwood pursuant to this policy shall be retained in the strictest confidence by Lindenwood, except for disclosure requested or consented to in writing by the employee or otherwise required by state or federal law.

## **VOLUNTEERS, EXTERNAL INTERNSHIPS, AND INDEPENDENT CONTRACTORS**

### [Volunteers, External Internships, and Independent Contractors](#)

#### **PURPOSE**

Volunteers, interns, and independent contractors assist the University in a variety of different ways. This policy defines each group and outlines what access and training are required.

#### **SCOPE**

This policy applies to individuals who either volunteer or work as an intern or independent contractors.

#### **POLICY**

##### **1. VOLUNTEERS**

Volunteers are individuals who provide ongoing charitable and civic contributions of their time to undertake service for Lindenwood. Time and services provided by a volunteer are done so freely, without any coercion from Lindenwood, and without the expectation of compensation. A volunteer's work may complement a University department but does not displace regularly employed workers or take the place of work that would otherwise be performed by regular employees. It is neither legal nor permissible for a regular or student employee to volunteer for a position or department in which they are currently employed or will soon be employed. Volunteers are expected to follow the same rules and policies as Lindenwood employees and must adhere to all policies listed on the volunteer application.

#### **TYPES OF VOLUNTEERS:**

- Student Volunteers - Students may volunteer for a department on campus in which they are not currently employed. Prior to volunteering, students must provide certain information and be approved by Human Resources.
- Staff, Faculty, and Adjunct Instructor Volunteers - From time to time, faculty, staff, and adjuncts may routinely volunteer for another department on campus. Ongoing volunteering with another department cannot impact or impede the employee's ability to successfully carry out their job duties and responsibilities or interfere with the employee's availability during regular work hours. Employees interested in volunteering will need to provide certain information and be approved by Human Resources.
- External Volunteers - Individuals who are not associated with Lindenwood either as a student or an employee are required to provide certain information and be approved by Human Resources.

- Athletic Volunteers - Individuals who are not associated with Lindenwood either as a student or an employee but are assisting the institution’s athletic programs. These individuals are required to provide certain information and be approved by Human Resources prior to volunteering.

## EXTERNAL VOLUNTEERS

Volunteers providing services on an ongoing basis will need to complete an application, a background check, and a brief onboarding in Workday prior to volunteering with any department. Volunteers for graduations or other one-time special events will not need to complete the volunteer process. Human Resources will review all applications and will start the onboarding and background check process. Additionally, volunteers will be granted the following:

- A Lindenwood email with a .vol extension to use for the duration of their volunteered time
- Temporary parking sticker for on-campus parking

## ATHLETIC VOLUNTEERS

The NCAA Division I govern the use and number of volunteers per sports program. The definition of a volunteer as defined by NCAA is a “coach who does not receive compensation or remuneration from the institution’s athletic department or any organization funded in whole or in part by the athletics department or that is involved primarily in the promotion of the institution’s athletic program.” (pg 44). Volunteers assisting the institution’s DI athletic programs must adhere to the following guidelines:

- Must not contact or evaluate prospective student-athletes off-campus and may not perform recruiting coordination functions. (*Bylaw 11.7.2 states that recruiting coordination functions such as athletic evaluations involving the selection of prospective student-athletes and contacting of prospective student-athletes should be performed by the head or assistant coaches.*)
- May receive a maximum of 2 complimentary tickets to home athletic contests in the coach’s sport.
- May receive complimentary admission to a home athletics event in conjunction with a prospective student-athlete’s official or unofficial visit.
- May receive complimentary meals incidental to organized team activities (pre-or-post games) or meals provided during a prospective student-athlete’s official or unofficial visit, provided the individual dines with the prospective student-athlete.
- May receive reasonable entertainment – but no cash – in conjunction with entertainment provided to student-athletes.

Most DI sports programs are allowed the services of one volunteer coach. Exceptions apply for football, basketball, women’s equestrian, women’s rowing, swimming and diving, and women’s triathlon. See below for details. For volunteers, indoor track and field, outdoor track and field, and cross country are considered separate sports programs. In programs where the NCAA conducts separate men’s and women’s championships, a combined men’s and women’s program may use two volunteer coaches (pg 39-40)

Sports Program	Volunteer Maximum	Additional Details to Note
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Football Championship Subdivision	2	
Basketball	0	
Swimming and Diving	2-3	If the institution has separate programs, then there can be 1 volunteer for men's swimming, 1 volunteer for women's swimming, and 1 volunteer for diving. If the institution only sponsors men's or women's then the team can have 2 volunteers.
Cross Country/ Track and Field	1-3	If the institution sponsors cross country, indoor track and field, or outdoor track and field as separate programs, then one volunteer can help for each of the sports.

Student Life Sports programs do not have to adhere to the strict guidelines of the NCAA and therefore do not have a limit on the number of volunteers that can assist with their programs.

Both NCAA and SLS athletic volunteers providing services on an ongoing basis, will need to complete an application, a background check, and a brief onboarding in Workday prior to volunteering with any of the sports programs. Human Resources will review all applications and will start the onboarding and background check process. Additionally, athletic volunteers will be granted the following:

- A Lindenwood email with a .vol extension to use for the duration of their volunteered time
- Temporary parking sticker for on-campus parking

## 2. EXTERNAL INTERNSHIPS

Unpaid internships are different from volunteering as they are designed to provide work experience related to an academic program or field of study. Time and services provided by an external intern are done so freely, without any coercion from Lindenwood, and without the expectation of compensation. An intern's work may complement a University department but does not displace regularly employed workers or take the place of work that would otherwise be performed by regular employees.

Managers must complete the Contract Employee/ External Internship Hire form (located in Workday's Useful Links) for all external, unpaid internships established through another institution but to be completed on campus. Managers must know the beginning and end dates for the internship when submitting the hire form. The Office of Engaged Learning will need to sign off on all external internships. This process helps track external experiential learning opportunities. Interns from other institutions will also need to complete a background check (charged to the department) and brief onboarding in Workday prior to starting any work.

Once the hiring form is complete, hiring managers will complete the IT Access form in Workday outlining the access needed for the internship. Interns' access is limited and likely will not be granted to processes or software containing identifying student and employee information. Additionally, interns are not permitted to have building keys. All external internships will be granted the following:

- A Lindenwood email to use for the duration of their internship

- Temporary parking sticker for on-campus parking

*\*Internships paid through Lindenwood University must be reviewed and approved by Human Resources prior to posting or hiring candidates.*

### 3. INDEPENDENT CONTRACTORS

Independent contractors are companies or individuals that are hired by the institution to complete a specific work or service. Though paid, these individuals are not employees and they have limited access and involvement on campus. Managers will need to complete the Contract Employee/ Intern Hire form for all independent contractors needing access to university systems and email. These forms must be submitted to Human Resources for processing. Contractors will need to complete a brief onboarding in Workday prior to starting. All contractors will be provided a temporary parking sticker for on-campus parking. Those needing a temporary email may request one as part of the hiring process.

- Temporary parking sticker for on-campus parking

*\*Certain exceptions apply to independent contractors that work for Wiley and ITEN.*

## VOTING LEAVE POLICY

[Voting Leave Policy](#)

### PURPOSE

This policy provides guidance to employees on Election Day.

### SCOPE

This policy applies to individuals employed by the University.

### POLICY

Lindenwood University supports employees in engaging in their civic duties by providing reasonable paid time off to vote. Employees should, whenever possible, vote before or after work hours to avoid interference with university operations. However, if an employee does not have sufficient time outside of work hours to cast their ballot, the employee will be permitted paid time off, up to three hours, to vote on Election Day.

The University may specify the hours during which the employee may take leave to vote. Such time generally will be limited to the beginning or end of a working shift, whichever allows the most time for voting and the least time off from a regular working shift, unless otherwise mutually agreed.

Employees needing time off work to vote should notify their supervisors at least 1 day in advance. This notice will assist administrators in ensuring that office hours are covered.

Lindenwood complies with appropriate federal, state, and local laws. To the extent this policy conflicts with federal, state, or local laws, the laws of the jurisdiction(s) in which you work shall control.

## WHISTLEBLOWER AND REPORTING POLICY

## [Whistleblower and Reporting Policy](#)

### PURPOSE

Lindenwood University takes seriously its responsibility for the stewardship of University resources and the public and private support that helps enable Lindenwood to pursue its mission. Consistent with this position, 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 individuals identified above to conduct their duties in compliance with all applicable laws, rules, regulations, policies, and the Employee Code of Ethics. This policy also sets forth the process for receiving and addressing reports of improper conduct at the University covered by this policy.

### SCOPE

This policy applies to all activities of the University and to the conduct described herein.

### POLICY

As a general matter, 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 and/or activities. However, even the best systems cannot provide absolute safeguards against all such instances. Both intentional and/or unintentional violations of laws, regulations, policies, and procedures may occur and may constitute improper conduct as set forth in this policy. Below is a non-exhaustive list of improper conduct covered by this policy and prohibited by the University:

- Falsification, forgery, or alteration of records, contracts, or documents;
- Unauthorized use, alteration, or manipulation of electronically stored information;
- Improper or fraudulent financial and accounting practices or reporting;
- Pursuit of a personal benefit or advantage as a result of a conflict of interest;
- Misappropriation, misuse, or theft 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 (payroll and timekeeping abuse);
- Engaging in or allowing others to engage in dishonest or prohibited activities;
- Circumvention of internal financial controls;
- Embezzlement;
- Improper giving/receiving of gifts;
- Circumvention of IT security;
- Other conduct contrary to the best interests of the University.

### REPORTS

For purposes of this policy, the University has defined a "whistleblower" as someone who discloses, by virtue of using this policy to report information or activity related to the intentional and unintentional violations of laws, regulations, policies, and procedures (including, but not limited to, the improper activities and conduct listed in this policy). The University has an "open door" policy and process by which it receives and timely responds to reports of instances of potential improper conduct. Employees are encouraged to share their questions, concerns, suggestions, and/or complaints with a person who can address it properly.

An employee may direct concerns to their supervisor. In most situations, an employee's supervisor is in the best position to address an area of concern and may possess subject matter expertise on the topic of the

report. If an employee is not comfortable speaking with their supervisor, if their supervisor is the subject of their concern, or if the employee is not satisfied with the supervisor's response, the employee is encouraged to speak to the Human Resources Department. Supervisors who receive a report of this nature should also inform Human Resources Department as soon as possible to help ensure an appropriate response.

Concerns relating to financial reporting, potential unethical conduct, or potential illegal conduct may be reported directly to the University's general counsel's office. They can also be reported to Lighthouse Services, the University's independent and confidential reporting service. Lighthouse will review each report and coordinate with appropriate personnel of the University. Lighthouse can be reached using the following methods:

- Website: [www.lighthouse-services.com/lindenwood](http://www.lighthouse-services.com/lindenwood)
- Toll-Free Telephone: 1-844-700-0014
- E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include company name with report)
- Fax: (215) 689-3885 (must include company name with report)

In all instances, the University retains the discretion to determine when circumstances warrant an internal or external investigation and, in conformity with this policy and applicable laws and regulations, the appropriate responsive action.

#### TIMING

The University encourages the prompt reporting of incidents potentially arising 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 and/or ability to timely remedy a situation.

#### GOOD FAITH BASIS

Anyone reporting a concern is expected to do so in good faith and have reasonable grounds for believing that the information they are providing may indicate a violation of laws, regulations, policies, and/or the Employee Code of Ethics. Any reports 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. Although a reporting employee should not, and is not, expected to undertake their own investigation or to prove the ultimate truth of a report, the employee should have a reasonable and good faith belief that grounds for potential concern exist. Any documentation or other evidence in the employee's possession related to the report should also be provided in the report.

#### NO 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 their good faith report. Harassment or retaliation against a person because of their 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 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 the reporting parties will be maintained. Please note that the information provided in a Lighthouse 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.

## 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.

## RESPONSE TO REPORTS

Reports of alleged violations of this policy will be timely evaluated by appropriate University officials. Depending on the nature of the report, some reports may be resolved informally without a formal investigation. On the other hand, some reports may necessitate a formal investigation.

The individual submitting a report will be provided with the opportunity to indicate their willingness to assist further in the investigatory process, including by providing additional details and information, with the understanding that 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.

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.

This policy is not intended to take the place of the policy and process for reporting potential violations of the University's applicable employee policies, including for reporting issues related to alleged employment discrimination, harassment, or retaliation, which are covered in the [Employee Non-discrimination and Non-Harassment Policy](#). Title IX of the Education Amendments of 1972 ("Title IX") covers sexual harassment that meets specific definitions according to the Title IX regulation. Additional Title IX information is found in the [Title IX Policy](#).

# MARKETING AND COMMUNICATIONS

## COMMUNICATIONS POLICIES AND PROCEDURES

[Communications Policies and Procedures](#)

### PURPOSE

Lindenwood University is committed to providing clear and consistent communications to the Lindenwood University community and public at large. This policy addresses University protocols and standards regarding internal and external communications practices.

### SCOPE

This policy applies to all faculty, staff, and individuals employed by the University that are producing or replicating material for or on behalf of the institution.

## POLICY

The latest versions of commonly used forms and documents are available on Workday or on the Lindenwood University website.

### Brand Resources, Style and Approval

Publications produced by the Lindenwood University Marketing and Communications Department must follow Lindenwood University's *Brand Identity Guide*. Academic and institutional documents generally follow Lindenwood University Guidelines. [View brand and identity resources](#).

All promotional publications, whether printed professionally by the Marketing and Communications staff or produced on an employee's computer, must be formally approved. To start the approval process, submit a [Project Request Form](#) at the beginning of the planning process.

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

### Logo Use

[View logos and Lindenwood University branding guidelines](#). Logos should only be used for official Lindenwood University documents, and the documents must be free of grammatical, punctuation, and spelling errors. Sports logos that contain the images of a lion should be, in most cases, reserved for sports-related editorial content.

### Media Contact

Employees 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. If an employee is approached by a member of the media, the employee should immediately call (636) 949-4913 and notify the Marketing and Communications staff.

### Email Signatures

Lindenwood University employees shall not include another Lindenwood University 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 Lindenwood 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, contact the [Provost and Academic Affairs](#).



## E-Newsletters

Electronic newsletters may be used to promote programs or to keep stakeholders informed about new policies and procedures. Follow *Lindenwood Digest* submission guidelines All e-newsletters that represent Lindenwood University must be accurate and error-free.

## **SOCIAL MEDIA**

### [Social Media](#)

#### PURPOSE

Lindenwood University is committed to setting clear expectations regarding the adoption and use of social media for University business. In addition, personal use considerations are provided to support a secure and safe environment.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that advertise their employment on social media and post content either for themselves or as a representative of the institution.

#### POLICY

Lindenwood University 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, Instagram, Snapchat, 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 University 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 University encourages its employees to participate responsibly in these media as a means of generating interest in Lindenwood University's services and creating business and teaching opportunities so long as all Lindenwood University'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 University'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 University policies or employee obligations.

#### PERSONAL USE OF SOCIAL MEDIA

Lindenwood University recognizes that employees may occasionally 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 communication systems. We authorize such use during nonworking time, as 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 University policies or employee obligations, and does not interfere with your employment responsibilities or productivity. Circulating or posting commercial, personal, religious, 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 University's information technology 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 to prevent misuse and maintain production and discipline, Lindenwood University reserves the right to monitor, intercept, and review every employee's activities using the University's Information Technology resources and communication 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 University 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 University's Information Technology resources and communications systems for any matter that you desire to be kept private or confidential from Lindenwood University.

#### BUSINESS USE OF SOCIAL MEDIA

If you are required to use social media as part of your job duties—for Lindenwood University's marketing, public relations, recruitment, University communications, or other University purposes—you should carefully review this Social Media Policy. Note that Lindenwood University owns all social media accounts used on behalf of Lindenwood or otherwise for University purposes, including all log-in information, passwords, and content associated with each account, such as followers and contacts. Lindenwood University 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 University. If your job duties require you to speak on behalf of Lindenwood University in a social media environment, you must still seek approval for such communication from your supervisor, who will consult with the Office of Marketing and Communications as needed. You may be required to receive training before you proceed. Certain requirements and restrictions regarding 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 University. 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' University'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) indefinitely. 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 University, its employees, students, suppliers, vendors, or other stakeholders. Anonymous posts can still be traced back to the original sender . Follow all guidelines in this policy regarding social media postings.

If you disclose your affiliation as an employee of Lindenwood University, 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 University, even if you do include a disclaimer. Always strive to be accurate in your communications about Lindenwood University and remember that your statements have the potential to result in liability for you or Lindenwood University. Lindenwood University encourages professionalism and honesty in social media and other communications.

Respect Intellectual Property and Confidential Information. Lindenwood University policies restrict employees' use and disclosure of the University's trade secrets, confidential information, and intellectual property. Beyond these mandatory restrictions, you should treat Lindenwood University's trade secrets, intellectual property, and other proprietary information about Lindenwood University'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 University.

To protect yourself and the University against liability for copyright or trademark infringement, where appropriate, reference sources of 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 University 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 University'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 University'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 from 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.

## WEBSITE CONTENT POLICY

### [Website Content Policy](#)

#### PURPOSE

Lindenwood University is committed to providing a safe and secure web experience for the public and Lindenwood University community. This policy addresses applicable standards and considerations for ensuring the security of data and electronic resources provided.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by Lindenwood University that is producing or replicating content for the institution's website.

#### 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

Lindenwood University 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. 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.

Lindenwood University ("LU") 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, Lindenwood University 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. LU 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, shredding paper forms, purging electronic data and/or electronically wipe or physically destroy hard drives containing PII.

LU seeks to limit access to PII to authorized individuals based on job requirements necessary, in LU'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.

Lindenwood University 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. LU's contracts with these third parties should include provisions which LU believes oblige these third parties to refrain from sharing or selling data supplied by LU and to take measures to reasonably protect privacy according to University policy and law or regulation.

Lindenwood University 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 Lindenwood University may be restricted from informing the subject about the request.

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

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

## DATA COLLECTION

Our site uses technologies of third-party partners to help us recognize your device and understand how you use our site(s) so that we can improve our services to reflect your interests and serve you advertisements about the services that are likely to be of more interest to you. Specifically, we collect information about your activity on our site(s) to enable us to:

- *Measure and analyze traffic and browsing activity on our site(s);*
- *Show advertisements for our products and/or services to you on third-party sites;*
- *Measure and analyze the performance of our advertising campaigns;*

## OPTING-OUT

Our partners may use non-cookie technologies that may not be impacted by browser settings that block cookies. Your browser may not permit you to block such technologies. For this reason, you can use the following third-party tools to decline the collection and use of information for the purpose of serving you interest-based advertising:

- [NAI's opt-out platform](#)
- [EDAA's opt-out platform](#)
- [DAA's opt-out platform](#)

## 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](http://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](http://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 LU. As deployed by LU, Google Analytics provides business insight and marketing trends without revealing to LU 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. LU contemplates that the information provided will be used only for communication about the relevant purpose indicated.

It is LU'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.

## ADJUNCT INSTRUCTORS

### ADJUNCT INSTRUCTOR POLICIES AND PROCEDURES

[Adjunct Instructor Policies and Procedures](#)

See Appendix F for adjunct instructor policies and procedures.

## FACULTY

### ACADEMIC COMMITTEES AND TASK FORCES

[Academic Committees and Task Forces](#)

#### PURPOSE

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. The Faculty Committee Handbook contains detailed descriptions of the following committees.

#### SCOPE

This policy applies to all faculty employed by or seeking employment with the University.

#### POLICY

##### 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.

## 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.

## ACADEMIC FREEDOM

### [Academic Freedom](#)

#### PURPOSE

Lindenwood University is committed to protecting the ability of faculty to express ideas and concepts that are relevant to their subjects in research, in publication, and within the classroom.

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### POLICY

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 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.

## CANVAS MINIMUM USE STANDARDS

## [Canvas Minimum Use Standards](#)

### PURPOSE

Lindenwood University is committed to providing students with a consistent learning management system in which all educational materials will be available and organized.

### SCOPE

This policy applies to all faculty, staff, and individuals who are employed with the University and provide instruction.

### POLICY

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.

## **CLASS SPEAKER GUIDELINES**

### [Class Speaker Guidelines](#)

#### PURPOSE

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

#### SCOPE

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### POLICY

#### 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 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 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.

## CONTRACT AND EMPLOYMENT

### [Contract and Employment](#)

#### PURPOSE

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

#### SCOPE

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#### POLICY

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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.

## **CURRICULUM CHANGES AND PROCEDURES**

### [Curriculum Changes and Procedures](#)

#### **PURPOSE**

When curriculum changes are proposed, the following guidelines should be followed.

#### **SCOPE**

This policy applies to all faculty within the University.

#### **POLICY**

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

1. College Curriculum Committee (CCC): Each academic college maintains a committee with cross system representation to review course/program proposals from within the college. CCC membership includes a representative from each program, 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, and to be responsible for moving the proposals to the next step in the process. The CCCs
  - o (a) Collect proposals for course/program creation, deletion, or revision throughout the academic year.
  - o (b) Provide/gather the subject area expertise needed to review a given proposal.
  - o (c) Communicate the process for course/program proposals to colleagues within their college.
  - o (d) Review proposals for the creation/deletion of courses/programs within the college.
  - o (e) Facilitate internal reviews of newly created degree programs after 3-4 years, or as needed.
2. CCC Chairs: To prevent duplication or potential conflict between programs offered in different colleges, new course proposals and proposals for course deletion are checked by the CCC chairs and by the academic college deans 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.
3. University Curriculum Committee (UCC): Committee members are appointed by the Provost and Vice President for Academic Affairs. Faculty-at-Large members are elected by the college faculty. The Student members are appointed by the Student Government Association. Rotating members serve a three-year term with the exception of the student representatives, who serve a one-year term. The UCC is chaired by the Associate Provost for Academic Operations and Student Success, who serves 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 UCC meets monthly and is responsible for
  - o 1) becoming informed of the existing academic policies and curriculum;
  - o 2) reviewing and approving proposed curriculum and academic policy changes
  - o 3) reviewing and auditing the University's quality assurance procedures as well as the results of those procedures and renders recommendations and solutions to the Provost for particular cases in which interpretation of academic policy is needed; and

- 4) serving as both a representative for their respective constituent group and as a conduit for communication from the Committee.

## 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 CCC 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 for revision.
4. Reject the proposal.

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

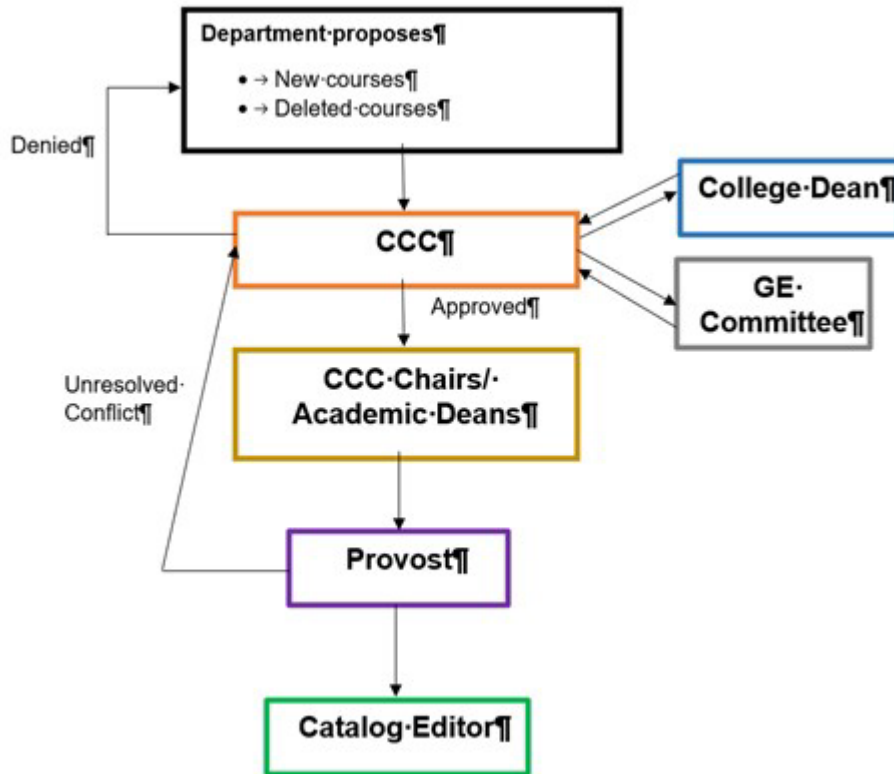
## FIGURE 1: MINOR REVISIONS PROCESS

Course Proposals: Course proposals include the creation/deletion of courses, and assignment of General Education designation to new or existing courses. The CCC 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 for revision.
4. Reject the proposal.

The CCC consults with the school dean before making a decision. Once a proposal is approved by the CCC, the chair posts it so that it can be checked by the other CCC chairs and the Deans 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 CCC.

## 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 CCC may take one of the following actions on program proposals:

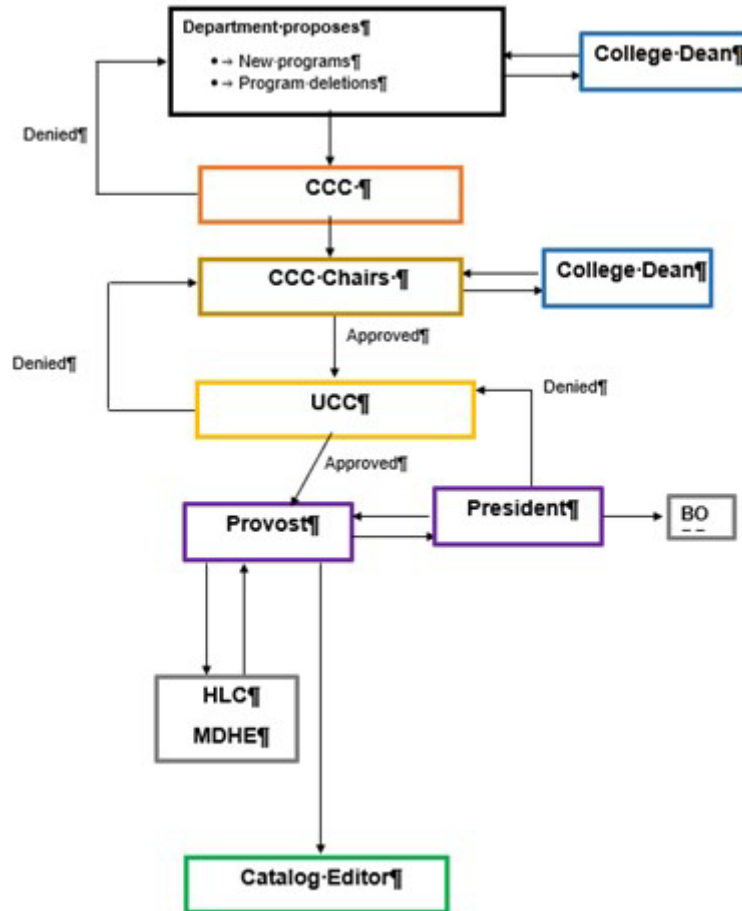
1. Vote in favor of the proposal.
2. Table the proposal until additional information is provided.
3. Send the proposal back to the corresponding department for revision.
4. Reject the proposal.

The CCC consults with the school dean before making a decision. Once a proposal is approved by the CCC, it is sent to UCC for consideration. UCC 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 CCC for revision.
4. Reject the proposal.

In the event of a tie, the UCC Chair casts the deciding vote. If approved by UCC, 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) 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



## DEANS COUNCIL

### [Deans Council](#)

#### PURPOSE

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.

#### SCOPE

This policy applies to Academic Leadership.

#### POLICY

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. 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, 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.

## **FACULTY DEVELOPMENT AND SCHOLARSHIP LEAVE**

### [Faculty Development and Scholarship Leave](#)

#### **PURPOSE**

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.](#)"

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

#### **FACULTY DEVELOPMENT**

#### **FACULTY SCHOLARSHIP LEAVE**

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

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

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

##### **Procedure for Requesting Scholarship Leave**

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

- The faculty member will submit a summary of the scholarship proposal and the request form to the school's FSAC and the school dean/campus provost at least 30 days prior to the granting agency's application deadline. If the review period will take place during summer or includes campus holidays, the submitting faculty member must allow extra time for review.
- The FSAC will review the proposal for scholarly merit and relation to the academic mission of the department, while the dean/campus provost reviews the proposal with the department/division chair for potential impacts on course scheduling, advising loads, committee assignments, and other department needs.



- If the FSAC recommends the proposal and the dean/campus provost has a plan to cover the faculty member's absence, the dean/campus provost will submit the application package to the system provost, who will evaluate the financial impact on the university to determine feasibility and will confer with the VP-HR on salary and benefits issues.
- Final arrangements for the leave request will be confirmed at a meeting of the applicant, the school dean/campus provost, the system provost, and the VP-HR.

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

## 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.

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.

## FACULTY GOVERNANCE AND DEVELOPMENT

### [Faculty Governance and Development](#)

#### PURPOSE

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).

#### SCOPE

This policy applies to all faculty with the University.

#### POLICY

#### FACULTY COUNCIL

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 and VP-HR have faculty rank and regularly participate in Faculty Council meetings ex officio.

#### FACULTY MEETING 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.

## **FACULTY SCHOLARSHIP ADVISORY COMMITTEE (FSAC) GRADUATE FACULTY CREDENTIALS**

[Faculty Scholarship Advisory Committee \(FSAC\) Graduate Faculty Credentials](#)

#### PURPOSE

Academic school deans 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.

#### SCOPE

This policy applies to all faculty with the University.

#### POLICY

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.

## **GRIEVANCE PROCEDURE FOR FACULTY**

### [Grievance Procedure for Faculty](#)

#### **PURPOSE**

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

#### **SCOPE**

This policy applies to full time faculty with the University.

#### **POLICY**

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.
6. 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).

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.

## **HIRING PRACTICES**

### [Hiring Practices](#)

#### **PURPOSE**

Lindenwood University is committed to hiring highly qualified and diverse employees

#### **SCOPE**

This policy applies to all faculty hiring

#### **POLICY**

Faculty Hiring Procedures

#### Step 1:

The college deans 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 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, faculty from the college/ department, and a Faculty Council representative from the hiring college. If a Faculty Council member from the hiring college is unavailable, a Faculty Council delegate from outside the hiring college is chosen to participate. The selection of this delegate is decided by the hiring college's dean 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 college.

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 college dean 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, 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 college's Faculty Council representative will collaborate to determine the recommended faculty rank of the finalist.

#### Step 3:

The dean consults with 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 HR for processing.

## **PROFESSIONAL RESPONSIBILITIES (FACULTY)**

### [Professional Responsibilities \(Faculty\)](#)

#### **PURPOSE**

Engagement in the life of the university and the well-being of students should be the primary focus of all faculty.

#### **SCOPE**

This policy applies to all faculty.

#### **POLICY**

During the academic year, full-time faculty members are expected to teach their classes, provide sufficient office hours to meet student needs, and participate fully in department, college, and university meetings and

activities. Faculty provide a minimum of eight (8) in-person office hours across each week, unless on a fully remote contract, in which case office hours and most other activities would be carried out virtually.

## **RANK AND PROMOTION PROCESS AND DEFINITIONS**

[Rank and Promotion Process and Definitions](#)

See Appendix G for faculty rank & promotion policy.

## **ROYALTY DONATIONS**

[Royalty Donations](#)

### **PURPOSE**

Faculty requiring students to purchase instructional materials they've written should refer to the following guidelines.

### **SCOPE**

This policy applies to all faculty and staff instructors.

### **POLICY**

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.

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

[Study Abroad Reimbursement for Emergency Phone Usage](#)

### **PURPOSE**

Study abroad phone usage guidance.

### **SCOPE**

This policy applies to all faculty.

### **POLICY**

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.

## **SYLLABUS PREPARATION**

### [Syllabus Preparation](#)

#### **PURPOSE**

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

#### **SCOPE**

This policy applies to all faculty.

#### **POLICY**

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.

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

### [Termination of Employment and Non-Renewal of Faculty Contract](#)

See Appendix H for policy on termination of employment and non-renewal of faculty contract.

## **TEXTBOOK ORDERING AND FUND**

### [Textbook Ordering and Fund](#)

#### **PURPOSE**

This policy provides guidance on ordering and providing student support for textbook purchase.

#### **SCOPE**

This policy applies to all faculty and staff instructors.

#### **POLICY**

#### **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 Academic and Support Services, who will determine whether the student qualifies for help from the Textbook Fund.

# STAFF

## EMPLOYMENT-AT-WILL

### [Employment-At-Will](#)

#### PURPOSE

This policy defines the “at-will” employment status.

#### SCOPE

This policy applies to employees hired under the “at-will” status.

#### POLICY

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. See disciplinary policy for more details.

## ESSENTIAL WORKERS

### [Essential Workers](#)

#### PURPOSE

Lindenwood University is committed to maintaining a safe campus environment by ensuring the campus is appropriately staffed at all times.

#### SCOPE



This policy applies to specific staff employees employed by the University.

## POLICY

As determined by the Vice Presidents, essential workers are those designated to report to work when the campus is closed due to inclement weather or during emergency situations, unless otherwise notified. Essential workers include staff employed in the following departments: Public Safety, maintenance, custodial services, grounds, emergency management, mail services, project management, facilities, procurements, and food services.

## GRIEVANCE PROCEDURE FOR STAFF EMPLOYEES

[Grievance Procedure for Staff Employees](#)

### PURPOSE

Lindenwood University is committed to ensuring all policies and procedures are applied in an appropriate, safe, and equitable manner and to providing a mechanism to resolve issues of concern.

### SCOPE

This policy applies to all staff employed by the University.

### POLICY

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 reference 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 VPHR 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.

## **POSITION OR PROGRAM ELIMINATION**

### [Position or Program Elimination](#)

#### **PURPOSE**

In order to ensure the achievement of the mission, Lindenwood University closely monitors its academic programs and budget expenditures. The factors and information considered when making economic, educational, or programmatic decisions are outlined in this policy.

#### **SCOPE**

This policy applies to all faculty, staff, and individuals employed by or seeking employment with the University.

#### **POLICY**

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 are made on a variety of factors. Examples that influence these types of decisions include, but are not limited to, staffing efficiencies related to reorganization, student enrollment, employee performance, relevant and unique skill sets or credentials, and changing institutional priorities based on market demand. Seniority is not a

consideration. Staff members are employed at-will and may be terminated without notice, cause or reason at any time, outside of a program or position elimination situation.

## **RECOGNITION AWARDS**

### [Recognition Awards](#)

#### **PURPOSE**

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.

#### **SCOPE**

This policy applies to all staff employed by the University.

#### **POLICY**

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. 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 to receive additional awards for a period of 5 years from year they received their last award. In addition, any Staff Council member on the Awards and Recognition sub-committee is also ineligible to receive a staff award during their term on this committee.

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 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 an online nomination form.](#)
- [Read a description of each award category.](#)

## **STAFF APPOINTMENT LETTERS**

### [Staff Appointment Letters](#)

#### **PURPOSE**

Lindenwood University provides all staff with annual appointment letters articulating their status and terms of employment.

#### **SCOPE**

This policy applies to staff, employed by or seeking employment with the University.

## POLICY

Staff administrators submit employment recommendations to their respective Vice President at the conclusion of the Staff Performance Evaluation cycle by November 1. Staff members are issued annual appointment letters, subject to approval by the System President, during the month of December 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.

## STAFF COUNCIL – PURPOSE AND DUTIES

### [Staff Council - Purpose and Duties](#)

#### PURPOSE

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

#### SCOPE

This policy applies to all staff employed by the University.

#### POLICY

The council will provide for the integration of staff perspectives to:

- Promote a sincere interest and concern for continuing the mission and goals of Lindenwood University
- Serve as the representative body for the staff employees of the University
- Provide an additional channel of communication for staff with administration and faculty
- Assist the administration with advice, as needed, on policy issues relevant to the staff
- Address concerns of the general staff population and seek improvement of staff work environment, conditions and processes
- Foster a spirit of unity and cooperation

#### STAFF COUNCIL PARTICIPATION PROCESS

Staff employees wishing to be considered for council vacancies 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 TEACHING CLASSES**

### [Staff Teaching Classes](#)

#### **PURPOSE**

Lindenwood University is committed to hiring the most qualified candidates to teach and provide instructions to our students. This policy outlines the conditions to be followed in the event that a staff member is selected to teach a course.

#### **SCOPE**

This policy applies to all staff employed by the University.

#### **POLICY**

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 payment will be awarded, unless an exception is approved by the employee's supervisor and HR. The request must be submitted on the Staff Teaching Exception Form. It should be based on documented business needs of the University and it must be approved prior to posting the instructor's information in the portal. Classes taught by staff employees must be directly related to the job duties of the position held. 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.

## **STUDENT EMPLOYEES**

### **STUDENT EMPLOYEE POLICIES AND PROCEDURES**

#### [Student Employee Policies and Procedures](#)

See Appendix I (i) for student employee policies and procedures.

# LINDENWOOD

## UNIVERSITY

### TITLE IX SEXUAL HARASSMENT POLICY

Effective Date: August 3, 2023

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**I. INTRODUCTION, SCOPE AND PURPOSE**

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”).

Consistent with the University’s Non-Discrimination Notice and the U.S. Department of Education’s implementing regulations for Title IX of the Education Amendments of 1972 (“Title IX”) (see 34 C.F.R. § 106 *et seq.*), the University prohibits Sexual Harassment that occurs within its education programs or activities.

For purposes of this policy, Sexual Harassment includes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking.

This policy prohibits Sexual Harassment meeting specific definitions according to the Title IX regulations. The University also prohibits other sexual misconduct, not falling under specific Title IX regulatory definitions. Such conduct may include Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking that occurs outside of the University’s Education Programs or Activities or outside the United States; or unwelcome conduct that does not rise to the level of Hostile Environment Sexual Harassment, as defined in this Policy, but is otherwise prohibited by the University. The term sexual misconduct is used throughout this policy as a term to refer to such conduct that may be prohibited by the University and addressed through other University procedures.

Administrators, faculty member, staff, students, contractors, guests, and other members of the University community who commit Sexual Harassment are subject to the full range of University discipline including verbal reprimand; written reprimand; mandatory training, coaching, or counseling; mandatory monitoring; partial or full probation; partial or full suspension; fines; permanent separation from the institution (that is, termination or dismissal); physical restriction from University property; cancellation of contracts; and any combination of the same.

The University will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the University’s Education Programs or Activities.

The university seeks to create a supportive climate that will encourage individuals to report incidents of Sexual Harassment.

This policy applies to Sexual Harassment that occurs within the University's Education Programs or Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the University community.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs off-campus, in a private setting, and outside the scope of the University's Education Programs or Activities. Such sexual misconduct may be prohibited by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other University policies and standards if committed by an employee, and will be referred to the appropriate University administrators and procedures.<sup>1</sup> In addition, complaints of sex discrimination regarding materially adverse action on the basis of sex or pregnancy discrimination are prohibited by the University's Notice of Non-Discrimination.

This policy also does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the University's Education Programs or Activities, such as a study abroad program. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other University policies and standards if committed by an employee.

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

- Provide prompt and equitable supportive measures; and
- Ensure that appropriate steps are followed when Sexual Harassment is reported; and
- Protect the rights of the Complainant, the Respondent, and other parties involved in or affected by the case.

## II. DEFINITIONS

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

**SEXUAL HARASSMENT** is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.

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<sup>1</sup> Conduct that is initially raised through a complaint under the Title IX Sexual Harassment Procedures may also be addressed under other procedures, in the University's discretion, when: (i) the conduct at issue, or some part of it, may constitute sexual misconduct irrespective of whether it constitutes Title IX Sexual Harassment under this policy; (ii) the Formal Complaint, or some part of it, has been dismissed under the Title IX Sexual Harassment Procedures; or (iii) a final determination of a Formal Complaint has been made under the Title IX Sexual Harassment Procedures and separate or additional action may be necessary to enforce University policies.



- A.** “**Quid Pro Quo Sexual Harassment**” is an employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual contact.
- B.** “**Hostile Environment Sexual Harassment**” is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to the University’s Education Programs or Activities.
- C.** “**Sexual Assault**” includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.<sup>2</sup>
- 1.** “Rape” is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is “carnal knowledge” if there is the slightest penetration of the vagina or penis by the sexual organ of the other person. Attempted Rape is included.
  - 2.** “Sodomy” is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
  - 3.** “Sexual Assault with an Object” is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An “object” or “instrument” is anything used by the offender other than the offender’s genitalia.
  - 4.** “Fondling” is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where

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<sup>2</sup> The University’s definition of “Sexual Assault” is mandated by federal regulations implementing Title IX of the Education Amendments of 1972. Those regulations require the University to adopt a definition of “Sexual Assault” that incorporates various forcible and non-forcible sex crimes as defined by the FBI’s Uniform Crime Reporting System. See 34 C.F.R. § 106.30(a).

the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

5. "Incest" is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Missouri and/or Illinois law.
6. "Statutory Rape" is sexual intercourse with a person who is under the statutory age of consent as defined by Missouri and/or Illinois law.

**D. "Domestic Violence"** is felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Missouri and/or Illinois, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Missouri and/or Illinois.

**E. "Dating Violence"** is violence committed by a person –

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
  - The length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.

**F. "Stalking"** is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for their safety or the safety of others; or
- Suffer substantial emotional distress.

**"Business Day."** Business day means Monday through Friday from 8:00a.m. to 5:00p.m. (CST), except for Lindenwood paid holidays as defined in the Lindenwood Employee Guidebook.

**"Complainant."** means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

**“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 permission 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.

**“Formal Complaint.”** means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the University investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the University’s Education Programs or Activities. A “document filed by a Complainant” means a document or electronic submission (such as an email) that contains the Complainant’s physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.

**“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 supportive measures, determination of responsibility, and any sanctions as a result of a 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 Party.”** A reporting party refers to a third-party individual who makes a report about an incident involving Sexual Harassment on someone else’s behalf.

**“Respondent.”** means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

**“Retaliation.”** intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

### III. UNDERSTANDING CONSENT AND INCAPCITATION

#### **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 her or she is under the age of 17.
- A person is not able to give valid consent if his or her physical condition or disability impairs his or her ability to give consent. A person could lack capacity to give consent for reasons such as voluntary or involuntary consumption of alcohol or drugs, being in a state of unconsciousness, sleep, or other state in which the person is unaware that sexual activity is occurring.

**“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 Complainant's incapacitation. A Respondent cannot rebut a violation of this policy merely by asserting that he, she, or they was/were 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.

#### **IV. DETERMINING HOSTILE ENVIRONMENT SEXUAL HARASSMENT AND STALKING**

When determining whether reported conduct constitutes Hostile Environment Sexual Harassment the university will consider any relevant factor which may include, but is not limited to, the following;

- 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.

When determining whether reported conduct constitutes Stalking the university will consider any relevant factor. Examples include, but are not limited to, the following:

- 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 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.

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, or the Office for Civil Rights:

- Title IX Coordinator. Paula R. Stewart, MS., Evans Commons, Room 3030, 209 S. Kingshighway, St. Charles, MO 63301, Ph: 636.255.225, [pstewart@lindenwood.edu](mailto:pstewart@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. REPORTING SEXUAL HARASSMENT AND SEXUAL MISCONDUCT

The university encourages all university members to promptly report all incidents of Sexual Harassment 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.**

After receiving a report under "Reporting Sexual Harassment," the Title IX Coordinator will conduct a preliminary assessment to determine:

- Whether the conduct, as reported, falls, or could fall within the scope of this policy (see "Scope"); and
- Whether the conduct, as reported, constitutes, or could constitute Sexual Harassment.

If the Title IX Coordinator determines that the conduct reported could not fall within the scope of the policy, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter under this Policy. The Title IX Coordinator will evaluate the conduct as possible violations of other university policies contained in the Student Handbook or Employee Guidebook. The Title IX Coordinator will consult with the Associate Vice President for Student Affairs and/or the Vice President of Human Resources (or their designees) to determine a course of action consistent with other universities policies.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of the policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant.

If a report is not closed as a result of the preliminary assessment and the Complainant's identity is known, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of Supportive Measures (see "Supportive Measures"); to discuss and consider the Complainant's wishes with respect to Supportive Measures; to inform the Complainant about the availability of Supportive Measures with or without filing a Formal Complaint; and to explain the process for filing and pursuing a Formal Complaint. The Complainant will also be provided options for filing complaints with the local police and information about resources that are available on campus and in the community.

At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the University's Education Programs or Activities. The Title IX Coordinator will provide the Formal Complaint form to the Complainant. The Complainant must sign the Formal Complaint to begin the investigation phase.

A Complainant may choose to make a report to the university and may choose to make a report to law enforcement. The Complainant may pursue either or both of these options at the same time. The university will encourage the Complainant to report sexual misconduct to law enforcement. However, the Complainant will not be required to do so. If the Complainant chooses to file a complaint with law enforcement, the university will do its best to assist law enforcement where possible and, if the Complainant wishes, the university can help him, her, or them 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**

These 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. Paula R. Stewart, MS, Evans Commons, Room 3030, 209 S. Kingshighway, St. Charles, MO 63301, Ph: 636.255.2265, [pstewart@lindenwood.edu](mailto:pstewart@lindenwood.edu).
- Interim Associate Vice President of Student Affairs. Dr. Ryan McDonnell., Evans Commons Room 3010, 209 S. Kingshighway, St. Charles, MO 63301, 636.949.4312, [rmcdonnell@lindenwood.edu](mailto:rmcdonnell@lindenwood.edu)
- Director of Residential Life. Dr. Ryan McDonnell Evans Commons Room 3010, 209 S. Kingshighway St. Charles, MO 63301, 636.949.4312, [rmcdonnell@lindenwood.edu](mailto:rmcdonnell@lindenwood.edu)
- Director of Public Safety & Security. Ryan Anderson, 1905 A First Capitol Dr., St. Charles, MO 63301, 636.949.4911, [randerson1@lindenwood.edu](mailto:randerson1@lindenwood.edu)
- Vice President for Human Resources (for employees). 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 unless otherwise designated as a confidential resource.

**B. Amnesty**

To encourage reporting and participation in the processes under this Policy, individuals who in good faith report Sexual Harassment, participate in an investigation or hearing process, either as a Complainant, Respondent, 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. Retaliation**

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.

**D. 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, if known.
- The reporting contact will assist the Complainant 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 Title IX coordinator will make notifications to appropriate university officials, and, where possible, limit the information provided to such officials by taking the Complainant's preferences into consideration (consistent with the section on privacy and confidentiality).
- 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.

- **Special Advice for Individuals Reporting Sexual Assault, Domestic Violence, Dating Violence or Stalking.** If a Complainant 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 Complainant is a victim of relationship violence or sexual assault, his, her, or their priority should be to get to a place of safety. In addition, 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.
- The Title IX coordinator will make notifications to appropriate university officials, and, where possible, limit the information provided to such officials by taking the Complainant's preferences into consideration (consistent with the section on privacy and confidentiality). Including informing Public Safety consistent with the University's Clery Act obligations.
- The Complainant will be given the option to file a criminal report with the St. Charles Police Department or another 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.
- The reporting contact and/or Title IX coordinator will provide the reporting party a copy of available resources both on and off campus, including coordinating with a campus or off-campus counselor.
- The Title IX Coordinator will review the processes and procedures contained in Lindenwood's Title IX Sexual Harassment Policy, including whether the Complainant wishes to file a Formal Complaint.
- If the Complainant files a Formal Complaint, the Title IX coordinator shall provide written notice to the Complainant and the Respondent. The notice shall contain the following:
  - a statement of allegations with sufficient detail; and
  - that the Complainant and the Respondent have a right to an advisor of their choosing throughout the process. The university will appoint an advisor at the end of the investigation phase if the party does not have an advisor of choice; and
  - that the university prohibit knowingly making false statement or knowing submitting false information; and
  - that the parties will have the opportunity to review and inspect evidence; and

- that the Respondent is presumed not responsible of any allegations.
  - After written notice is provided to the Respondent, he, she, or they shall have sufficient time to prepare to respond to the allegations before any initial interview.
- Resources, including supportive measures, will be made available to the Respondent by the Title IX coordinator.

## **VII. 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 Complainant, as well as the applicable legal requirements, when making decisions regarding such investigations and disclosures.

The university's ability to act to protect the interests of the Complainant and other students is limited by the information provided to it.

Where a Complainant chooses not to file a Formal Complaint, the Title IX coordinator, with input from whatever administrators he or she deems advisable, may file a Formal Complaint on behalf of the University if doing so is not clearly unreasonable. Such action will normally be taken in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the University Community. Factors the Title IX Coordinator may consider include (but are not limited to):

- The seriousness, persistence, or pervasiveness of the sexual misconduct;
- The respective ages and roles of the Complainant and Respondent;
- Whether the Respondent has been arrested and/or charged with a crime;
- Whether there have been other reports of sexual misconduct against the Respondent;
- The right of the Respondent to receive notice and relevant information before disciplinary action is sought;
- Whether the circumstances suggest there is an increased risk of the Respondent committing additional acts of sexual misconduct;
- Whether the Respondent has a history of arrests or prior conduct violations (at the university or elsewhere) indicating a history of violence or sexual misconduct;

- Whether the Respondent threatened further acts of sexual misconduct or other violence against the Complainant or others;
- Whether the sexual misconduct was committed by multiple individuals;
- Whether a weapon was involved in the incident;
- Whether the Respondent 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.).

If the Complainant or the Title IX Coordinator files a Formal Complaint, then the University will commence an investigation and proceed to adjudicate the matter. In all cases where a Formal Complaint is filed, the Complainant will be treated as a party, irrespective of the party's level of participation.

In a case where the Title IX Coordinator files a Formal Complaint, the Title IX Coordinator will not act as a Complainant or otherwise as a party for purposes of the investigation and adjudication processes.

## **VIII. 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 Complainant and the Respondent. 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 Complainant to the general public without the express consent of the Complainant or as otherwise permitted or required by law.

### **IX. SUPPORTIVE MEASURES**

After a report of Sexual Harassment, the university will offer reasonable and appropriate measures to facilitate a Complainant's or a Respondent's continued access to university programs and employment. The supportive measures shall not unreasonably burden either party. The university offers a wide range of supportive measures for students and employees, whether as Complainants or Respondents, to provide support and guidance throughout the university's response to a report of sexual misconduct. These measures are designed to restore and preserve equal access to the school's education program or activities and protect the safety of all parties or the schools' educational environment or deter sexual harassment. Supportive 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 supportive measures with the associate vice president of student affairs (in the cases where the Respondent is a student) or the vice president for human resources (in the cases where the Respondent is faculty or staff) – or their designee. Upon receiving information regarding the nature of the report, the associate vice president for student affairs or vice president for human resources (or designee) will make an immediate assessment of any risk of harm to the Complainant, the Respondent or the broader campus community, and may institute measures he, she, or they deem advisable to protect the Complainant, the Respondent or broader campus. These steps will include considering and/or implementing supportive measures, where deemed advisable and at his, her, or their sole discretion.

Potential supportive measures include, but are not limited to

- Imposition of a No Contact Order, which prohibits the Respondent and/or the Complainant 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;
- Rescheduling of exams and assignments or other course related adjustments;

- 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;
- Information regarding how to obtain a civil protection order; and/or
- Any other remedy, which can be tailored to the involved individuals to achieve the goals of this policy.

Supportive 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 supportive 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 another appropriate jurisdiction. The Title IX Coordinator or Department of Public Safety is available to assist with this process.

Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and the University will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and

makes them available to the Complainant. The University will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

The University will maintain the confidentiality of Supportive Measures provided to either a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair the University's ability to provide the Supportive Measures in question.

#### **X. EMERGENCY REMOVAL AND ADMINISTRATIVE LEAVE**

The university may be permitted to remove a Respondent from campus on an emergency basis. In order for the university to remove a Respondent from campus, it must conduct an individualized safety and risk analysis. After the analysis, the university may remove a Respondent if the university determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal.

If the university determines there is an immediate threat to the physical health or safety of any student or other individual, the Title IX Coordinator will provide notice of the removal to the Respondent. The Respondent shall have an opportunity to challenge the removal determination immediately by providing written notice to the Title IX Coordinator. The Title IX Coordinator will designate an Emergency Removal Appeal Officer and notify the parties of the appeal. The Emergency Removal Appeal Officer will make an appeal determination within two (2) university business days. Either party may submit any evidence they would like the ER Appeal Officer to consider within 24 hours of notice of the appeal. The ER Appeal Officer's determination on emergency removal is final.

In the case of a Respondent who is a non-student employee (administrator, faculty, or staff), and in its discretion, the University may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment, including during the pendency of the investigation and adjudication process.

For all other Respondents, including independent contractors and guests, the University retains broad discretion to prohibit such persons from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

#### **XI. THE INVESTIGATION AND PROCEDURES AFTER THE FORMAL COMPLAINT**

The university's process for resolving reports of Sexual Harassment will be prompt and equitable and conducted with the oversight of the Title IX Coordinator. If the Complainant or Title IX Coordinator files a Formal Complaint, the process shall be as set forth below.

From the time a report or Formal Complaint is made, a Respondent is presumed not responsible for the alleged misconduct until a determination regarding responsibility is made final.

##### **A. Formal Investigation**

When a Formal Complaint has been filed, a trained investigator (or trained investigators) will conduct a prompt, thorough, and impartial investigation. 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 Complainant and Respondent, as appropriate or requested, about the timing and the status of the investigation.

The investigator and Title IX Coordinator have the discretion to consolidate multiple reports against a Respondent, reports against more than one Respondent, 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.

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 Complainant and the Respondent, 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 Complainant and Respondent 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 Complainant or Respondent 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 Complainant'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 Respondent 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 Complainant 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 Respondent 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.

## **B. Access to Evidence**



During the investigation the university will allow each party to review and inspect any evidence obtained as part of the investigation and that is directly related to the allegations, including evidence upon which the school does not intend to rely in reaching a determination.

At the conclusion of the investigation, the investigator will complete a written investigation report that fairly summarizes relevant evidence collected, lists material facts on which the parties agree, and lists material facts on which the parties do not agree. When the investigation report is complete, the investigator will transmit a copy to the Title IX Coordinator. The Title IX Coordinator will transmit the investigation report to each party and their advisor, in either electronic or hard copy form.

The investigator will seek to finalize the investigative report within 35 business days of receiving the Complainant'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.

### **C. Right to an Advisor**

From the point a Formal Complaint is made, and until an investigation, determination, and appeal are complete, the Complainant and the Respondent 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 accompanied by 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 and may be present with the party he, she, or they are advising during all meetings, interviews, and hearings that are a part of the investigation, determination, and appeal process. They may only participate directly during the questioning portion of the live hearing. If a party wishes to speak privately with their advisor during any meeting, interview, or hearing, that party may request a brief recess from the meeting, interview or hearing. The advisor may not be a fact witness or otherwise have any conflicting role in the process, as determined by the Title IX coordinator.

At the conclusion of the investigation, if the Complainant or Respondent does not have an advisor of choice or if the Complainant or Respondent wish to change advisors or have another advisor appointed, the university shall assign a hearing advisor. The hearing advisor is a staff or faculty member designated by the university to assist parties during the live hearing in order to cross examine any or all of the evidence. The Title IX Coordinator will assign the hearing advisor at the conclusion of the investigation and before the investigator submits the finalized investigative report. The Title IX Coordinator will provide the investigative report to the hearing advisor.

## **XII. HEARING AND DETERMINATION PROCEDURE**

The Title IX Coordinator will promptly appoint a hearing officer who will oversee the hearing process and render a determination of responsibility for the allegations in the Formal Complaint at the conclusion of the

hearing process. The Title IX Coordinator will see that the hearing officer is provided a copy of the investigation report and a copy of all evidence transmitted to the parties by the investigator as specified in "Access to Evidence."

After the hearing officer is appointed by the Title IX Coordinator, the Title IX Coordinator will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing. Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice.

#### **A. Party's Written Response to Investigation Report**

A party's written response to the investigation report must include:

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- Any argument that evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in "Sexual History," or for any other reason;
- A list of any witnesses that the party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing officer;
- A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;
- Any objection that the party has to the University's Hearing Procedures;
- Any request that the parties be separated physically during the pre-hearing conference and/or hearing;
- Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;
- The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;
- If the party does not have an advisor who will accompany the party at the hearing, a request that the University provide an advisor for purposes of conducting questioning as specified in "Hearing."

A party's written response to the investigation report may also include:

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence; and

- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

## **B. Pre-Hearing Conference**

Prior to the hearing, the hearing officer will conduct a pre-hearing conference with the parties and their advisors. The pre-hearing conference will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the pre-hearing conference will be conducted with the hearing officer, the parties, the advisors, and other necessary University personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio.

In the hearing officer's discretion, the pre-hearing conference may be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

During the pre-hearing conference, the hearing officer will discuss the hearing procedures with the parties; address matters raised in the parties' written responses to the investigation report, as the hearing officer deems appropriate; discuss whether any stipulations may be made to expedite the hearing; discuss the witnesses the parties have requested be notified of a request for attendance and/or witnesses the parties plan to bring to the hearing without a notice of attendance; and resolve any other matters that the hearing officer determines, in the hearing officer's discretion, should be resolved before the hearing.

The Title IX Coordinator shall make reasonable efforts to secure requested witnesses' presence.

## **C. Hearing Procedures**

The live hearing will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. The pre-hearing conference will be conducted with the hearing officer, the parties, the advisors, and other necessary University personnel together in the same physical location or virtually, at the discretion of the hearing officer. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio.

While the Hearing Procedures and decisions from the hearing officer will govern the particulars of the hearing, each hearing will include, at a minimum:

- Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;
- Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility;

- Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;
- Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;
- Opportunity for each party to make a brief closing statement.

The order of the hearing shall be as follows unless otherwise determined by the hearing officer:

- The hearing officer will read the “Rules of Decorum”;
- The parties, hearing advisors and witnesses will agree to the Rules of Decorum;
- The hearing officer will ask questions of the parties;
- The Complainant’s advisor will ask questions of the Respondent;
- The Respondent’s advisor will ask questions of the Complainant;
- Any witnesses present will answer questions of the hearing officer, Complainant’s advisor; and the Respondent’s advisor, in this order (the hearing officer shall determine in which order the witnesses’ will be called for questioning);
- The Complainant will make a closing statement;
- The Respondent will make a closing statement.

Either party is not permitted to question the other party or any witness.

The Complainant and Respondent’s closing statements shall be directed to the hearing officer and not at the other party. It should follow the Rules of Decorum. At any time, the hearing officer may stop either party during their closing statement if he, she, or they feel the statement is directed at the other party or does not follow the Rules of Decorum.

The hearing officer cannot draw an inference about the determination regarding responsibility based solely on the party’s or witness’s absence from the live hearing or refusal to answer any questions during the live hearing.

Within 10 university business days from the date of the live hearing’s conclusion, the hearing officer shall make a determination as to whether, based on the preponderance of the evidence standard, the Respondent committed an act or acts of sexual misconduct in violation of this policy. A determination letter will be provided via the party’s Lindenwood email account, the party’s personal email account or via hand-delivery. The determination letter will be sent to each party, simultaneously, containing the following:

- Summary of the allegations of sexual harassment and the specific prohibited conduct; and
- Summary of the procedural steps taken from the time the university received the Formal Complaint, including notifications to the parties, interviews; and
- Findings of fact supporting the determination; and
- A statement regarding determination of responsibility as to each allegation; and
- A statement of rationale for the result as to each allegation; and

- If applicable, any disciplinary sanctions the school imposes on the Respondent; and
- Appeal procedures and permissible bases for appeals.

Sanctions for violations of this policy may include those listed under Supportive 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 Complainant;
- The impact of the conduct on the university community;
- Prior misconduct by the Respondent, including the Respondent'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 Respondent 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.

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

### **XIII. THE APPEAL PROCESS**

Either party may appeal the determination letter. All appeals are due, in writing, to the Title IX coordinator within seven (7) 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 Respondent's or Complainant's name, the email address where he, she, or they 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 is an administrator designated by the university to determine appeals. The appeal officer will be appointed upon filing of an appeal by either party. The Title IX Coordinator shall inform the parties of the administrator appointed as the appeal officer in writing via email. If the appeal officer has a conflict of interest or bias against the Complainant or Respondent, as determined by the Title IX coordinator, the Title IX Coordinator will appoint another appeal officer, at his, her or their discretion. Any such proposed conflict may be raised by the Title IX Coordinator, the appeal officer, the Complainant or the Respondent by notifying the Title IX Coordinator in writing of such conflict and the factual basis for any alleged conflict.

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

- A. Procedural irregularity that affected the outcome of the matter;
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

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. The appeal officer may, in the appeal officer's discretion, provide both parties with an opportunity to speak to the merits of the appeal in person, through videoconference, or over the phone.

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. The Appeals Officer shall issue a written decision describing the result of the appeal and the rationale, with simultaneous, written notice to both parties. The written decision shall be provided to each party simultaneously via their Lindenwood student email account or personal email account.

The decision of the Appeal Officer is a final determination.

#### **XIV. INFORMAL RESOLUTION**

At any time after the parties are provided written notice of the Formal Complaint, and prior to reaching a final determination, the university may facilitate an informal resolution that does not involve a full investigation and determination. This process is not available if the Respondent is a non-student employee accused of

committing Sexual Harassment against a student. Before beginning any informal resolution process, the university shall obtain the Complainant and Respondent's voluntary, written consent to the informal resolution. Additionally, the university shall provide written notices to the Complainant and Respondent containing the following:

- Describes the parameters and requirements of the informal resolution process to be utilized;
- Identifies the individual responsible for facilitating the informal resolution (who may be the Title IX Coordinator, another University official, or a suitable third-party);
- Explains the effect of participating in informal resolution and/or reaching a final resolution will have on a party's ability to resume the investigation and adjudication of the allegations at issue in the Formal Complaint; and

The records that will be maintained or could be shared.

If the parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will reduce the terms of the agreed resolution to writing and present the resolution to the parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by the University, except as otherwise provided in the resolution itself, absent a showing that a party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either party or to the University. Informal resolution pursuant to this Section are not subject to appeal.

A party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized. Absent extension by the Title IX Coordinator, any informal resolution process must be completed within twenty-one (21) days. If an informal resolution process does not result in a resolution within twenty-one (21) days, and absent an extension, abeyance, or other contrary ruling by the Title IX Coordinator, the informal resolution process will be deemed terminated, and the Formal Complaint will be resolved pursuant to the investigation and adjudication procedures. The Title IX Coordinator may adjust any time periods or deadlines in the investigation and/or adjudication process that were suspended due to the informal resolution.

#### **XV. TIMEFRAME**

Except for good cause, the university will attempt to resolve a Formal Complaint, including the investigation, hearing and appeal process, between 65-75 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.

## **XVI. DISMISSAL OF A COMPLAINT**

The university may dismiss a Formal Complaint of Sexual Harassment if at any time:

- the Complainant notifies the Title IX Coordinator in writing that he or she would like to withdraw; or
- the Respondent is no longer enrolled or employed by the school; or
- specific circumstances prevent the school from gathering sufficient evidence to reach a determination.

Upon dismissal of a Formal Complaint, the university shall send written notification of the dismissal to the Complainant and Respondent simultaneously.

## **XVII. 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 Complainant, Respondent, 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. Complainants 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**

For emergency assistance, Complainants 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 Zumbahl Road, St. Charles, Missouri  
636.949.3300  
(911 if emergency)

### Lindenwood University Public Safety & Security Office

1905 A First Capitol Dr. 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

Private 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/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 Complainant.

- 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**, McCluer Hall 116,, Rev. Dr. Nichole Torbitzky, (636) 949-4651, chaplain@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
  - **Mercy Hospital** - 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
  - **Turning Point Advocacy Services**, PO Box 426, Warrenton, MO 63383, (636)456-1186, <http://www.turningpointdvs.com/>
  - **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**, 3820 W. Pine Mall., St. Louis, MO (314) 531-1115, (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)
- Additional National Online Confidential Resources
  - a. **National Sexual Violence Resource Center**, <https://www.nsvrc.org/>
  - b. **Rape, Abuse, & Incest National Network (RAINN)**, 24 hours hotline (800)656-HOPE (4673) or <https://www.rainn.org/>
  - c. **National Domestic Violence Hotline**, <https://www.thehotline.org/>, (800)799-7233 or (800)799-3224(TTY) **Campus Resources (private, but not confidential)**

### C. Campus Non-Confidential Resources

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.

- Interim Associate Vice President, Student Affairs, Dr. Ryan McDonnell., Evans Commons, Room 3010, 636.949.4312, rmcdonnell@lindenwood.edu

- Director of Residential Life, Dr. Ryan McDonnell, Evans Commons Room 3010, (636) 949-4312, [rmcdonnell@lindenwood.edu](mailto:rmcdonnell@lindenwood.edu)
- Public Safety, 1905 A First Capitol Dr., St. Charles, MO, (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

- [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)

#### **XVIII. 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.

The investigators, advisors, appeal, and hearing officers will be trained at least annually by the Title IX coordinator and/or outside sources on issues relating to sexual harassment; including the definition and scope of the school’s education program or activity, serving impartially, issues of relevance to create an investigative report and during questioning at the live hearing, using technology at live hearings. The training materials will be posted to the university’s website at [www.lindenwood.edu/student-life/title-ix](http://www.lindenwood.edu/student-life/title-ix).

#### **XIX. RECORDKEEPING**

Throughout all stages of the investigation and adjudication, the Title IX Coordinator is responsible for maintaining documentation of all proceedings conducted under this policy.

The University will retain those records specified in 34 C.F.R. § 106.45(b)(10) for a period of seven years after which point in time they may be destroyed, or continue to be retained, in the University’s sole discretion. The records specified in 34 C.F.R. § 106.45(b)(10) will be made available for inspection, and/or published, to the extent required by 34 C.F.R. § 106.45(b)(10) and consistent with any other applicable federal or state law, including FERPA.

## EMPLOYEE BENEFITS

### Purpose

Lindenwood University is committed to providing for the professional and personal wellness of faculty, staff, and individuals from the time of application through retirement.

### Scope

This policy applies to all full-time, benefit eligible faculty, staff, and individuals employed by or seeking employment with the University.

### Policy

#### Eligibility

- 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.

#### Employee Insurance Benefits

Lindenwood University offers a variety of benefits for eligible full-time employees. All 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, benefit eligible 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 and/or a spouse who is not eligible for health insurance with another employer. 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.

Provider contact:

Health Insurance UMR/United Healthcare: 1-800-826-9781

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 director at (636)627-2589.

### **Dental and Vision Insurance**

Full-time, benefit eligible 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: Eye Med 1-866-804-0982

### **Life Insurance**

Lindenwood University provides, at no cost to the employee, a \$50,000 life insurance policy for all full-time, benefit eligible faculty and staff upon completion of their benefits waiting period.

Full-time, benefit eligible faculty and staff may voluntarily elect to participate in a supplemental 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:

Mutual of Omaha (STD, LTD, LIFE, Critical Illness, Accident Insurance): 1-800-877-5176

### **Disability Insurance**

Lindenwood University provides, at no cost to the employee, long-term disability insurance for all full-time, benefit eligible 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: Mutual of Omaha (STD, LTD, LIFE, Critical Illness, Accident Insurance): 1-800-877-5176 Short-Term Disability, Critical Illness, and Accident Insurance

Full-time, benefit eligible faculty and staff may voluntarily elect to participate in a group short-term disability, critical illness, and/or accident insurance plans at their own expense. Please note that rates vary. The Summary Plan Description (SPD) describes the terms of the insurance plans.

Provider contact:

Mutual of Omaha (STD, LTD, LIFE, Critical Illness, Accident Insurance): 1-800-877-5176

### **Flexible Spending Accounts**

Full-time, benefit eligible 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 in the plan documents. Employees are responsible for their elected contribution until the plan renews during annual open enrollment. The university does NOT contribute to the employee’s annual election. Eligible participants have until March 15 of the following plan 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:

P&A Group (FSA): 800-688-2611

### **LindenWell**

LindenWell is a free and voluntary employee health and wellness program offered to all Lindenwood University faculty, staff, adjuncts, and student employees. The program provides is dedicated to serving Lindenwood and its surrounding community in all areas of wellness, including physical, mental, social, and spiritual health by providing regular wellness services and activities. For more information about the LindenWell employee wellness program, contact [lindenwell@lindenwood.edu](mailto:lindenwell@lindenwood.edu).

### **Retirement Benefits**

Lindenwood University provides its faculty, adjuncts, and staff with a defined contribution 403(b) Retirement Savings Plan (LU Plan/the Plan) which combines employee contributions, university contributions (for eligible full-time faculty and staff members after two years of service) and investment earnings to assist in building a financially secure retirement.

Investment Company: TIAA

Visit: <https://www.tiaa.org/lindenwood>

Customer Service Hotline: 800-842-2252

#### **Eligibility to Participate**

In order to be eligible for the plan, individuals must be at least 21 years of age. Faculty and staff, regardless of the number of hours worked, may enroll at any time throughout the year.

#### **Employee Contributions**

All faculty and staff may contribute a percentage of their base salary or a specific dollar amount to the Plan, up to the current IRS annual maximum. The IRS maximum allowable contribution limit is updated annually. The payroll system is set up to stop taking deductions when the limit has been reached. Retirement contribution elections can be made during the onboarding process or at any time under the Benefits worklet in Workday.

You will receive a welcome packet from TIAA within 30 days following completion of your first contribution deposit to the Plan. The packet will provide account log-in instructions. If you do not receive this notification within 45 days of your first contribution, contact TIAA to inquire about the delay. Be sure to log into your account, designate beneficiaries and review your investment selection. The default investment will be the Target Date Fund that is most appropriate for your age.

#### **University Matching Contributions**

Employees are eligible for the University matching contribution following two years of eligible full-time service. The University's contribution is a percentage of the employee's base salary up to the current IRS limit amount. The university matches participant contributions up to 5% on the 403(b) pre-tax option only. Employees with two years of previous full-time service to another educational institution or a non-profit organization may request a waiver of the two-year waiting period for matching. Please contact plan administrator, Monica Seiter, at 636-949-9471 for information on requesting a waiver of the waiting period.

The employee is fully vested at the time he/she contributes to the plan.

The University matching contribution begins on the first of the month following two years of eligible service. Payroll deadlines may dictate that contributions are effective with the next feasible payroll period.

### **Retirement Savings Plan Vendor**

TIAA is recognized in the financial industry for their low investment costs and service-oriented philosophy. Plan features such as loans, hardship withdrawals, investment assistance, and other services are offered through TIAA.

### **Investment Counseling**

You can meet individually with a TIAA consultant to discuss the investments you select, how to rollover previous employer accounts to your LU Plan, and various other retirement savings questions you may have.

TIAA representatives are available for one-on-one sessions held on the LU campus periodically. Participants may also schedule a phone consultation or an in-person meeting at the TIAA offices. Counselors can assist with many retirement savings questions during a counseling session. To schedule an investment counseling appointment by phone or in person, please contact TIAA.

### **Leaving the University**

Upon separation of service with the university, participants may:

- leave their funds in the LU Plan. Continued contributions to plan are not allowed after a separation of service.
- Roll funds over into another employer's retirement plan or an individual retirement account.
- Make a deferral request for payout of the retirement account. Early withdrawal penalties and taxes may apply to early distributions.

### **Loans**

You may be eligible to take a loan against your retirement savings account, should the need arise. A maximum of three outstanding loans are allowed through the LU Plan. Employee contributions, investment selection and previous loan activity are considered when determining the loan availability amount. Loans are initiated by contacting TIAA.

### **Hardship Distributions**

The LU Retirement Savings Plan allows participants to take a distribution from the Plan in the event of hardship before attainment of age 59 ½ or severance from employment. A hardship distribution can only be made if the distribution is due to an immediate and heavy financial need and the distribution is not in excess of the amount necessary to satisfy that financial need. Hardship distributions are available from participant and rollover contributions, and may be subject to restrictions.

If you find you are in need of a hardship distribution, contact TIAA directly.

**Rollovers**

Lindenwood does allow employees to bring funds from another employer's retirement plan into the LU Plan. If you are rolling funds into the LU plan, contact TIAA for guidance.



## PAID AND UNPAID TIME OFF BENEFITS AND PROCEDURES

### Purpose

Lindenwood University is committed to providing full-time, benefit-eligible employees with competitive paid time off (PTO) benefits in accordance with federal and state guidelines.

### Scope

This policy applies to all staff, full-time faculty, and student employees employed by the University.

### Policy

#### Paid Holidays

All full-time employees receive eight paid holidays, Thanksgiving break, and winter break. If a holiday occurs on a weekend, the holiday will be awarded on the next closest weekday. Additionally, the campus will close at 3 p.m. the day before a holiday. All non-exempt employees who are regularly scheduled to work until 5 p.m. the day before the holiday will be granted two hours of paid work which must be added to their timecard by their supervisor.

- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Thanksgiving break - Wednesday before, Thanksgiving, and Friday after
- Winter break - Dec. 23-Jan. 1 includes Christmas Day and New Year's Day

#### 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 place a 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 practical to allow the supervisor to arrange for coverage as necessary.

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

#### Staff Vacation Pay

Both 10-month and 12-month staff employees begin accruing vacation on the first day of the month following the date of their full-time appointment. 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. Length of service calculations are located on the employee's main profile page in Workday. Vacation accruals for staff rehired within one year of departure, will receive credit for prior years of service. This does not apply to sick leave.

12-Month Staff Employee Vacation Accrual	
Months of Service	Vacation Granted
0 - 59 months	12 days/accrue 1 day per month
60 -131 months	18 days/accrue 1.5 days per month
132 + months of service	24 days/accrue 2 days per month

10-Month Staff Employee Vacation Accrual	
Months of Service	Vacation Granted
0-59 months	10 days/accrue 1 day per month during the months worked
60-131 months	15 days/accrue 1.5 days per month during the months worked
132 + months	20 days/accrue 2 days per month during the months worked

### **Faculty and Executive Administrator Vacation Pay**

Twelve-month full-time faculty are granted 20 to 24 days of vacation per year, dependent on years of service beginning September 1. Administrators at the vice president or cabinet level are also on this plan dependent on years of service beginning July 1.

12-Month Faculty and Executive Administrators Vacation Accrual	
Months of Service	Vacation Granted
0- 131 months	20 days/year
132 + months	24 days/year

#### **9-Month Faculty**

Nine-month, full-time faculty are granted 2 days of vacation per academic year, regardless of years of service. The days will be awarded on September 1 and must be used by the contract end date each year. Unused vacation days are not eligible to roll over to the next academic year and cannot be paid out upon separation from the university.

#### **9 and 12-Month Faculty Vacation Parameters**

When scheduling vacation, faculty are asked to avoid important dates that impact the classroom and student experiences. Graduation, welcome week including new student orientation, the first two and final weeks of 16-week classes, the week of Thanksgiving, in-person class meetings for 8-week classes, on campus meetings and other work that occurs the two weeks after final semester grades are due, and college specific activities are examples of dates to avoid. If an unavoidable conflict occurs, the faculty member should consult their dean for guidance regarding an exemption to the policy.

#### **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, up to 20 days, will be paid out on the last

and final paycheck. Workers who accept a different position within Lindenwood will continue to accrue paid time off in accordance with their new position's policy. All non-exempt student employees who are regularly scheduled to work until 5 p.m. the day before a holiday will be granted two hours of paid work which must be added to the timecard by their supervisor.

**Vacation Carry-Over**

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 for employees with less than 11 years of experience and 44 accumulated vacation days for employees with 11 or more years of experience. Employees moving from a full-time to part-time status will be paid for unused accrued vacation days up to the 20 days maximum (unless otherwise required by law).

**Sick Days**

All faculty and staff begin accruing sick time on the first day of the month following the date of their full-time appointment. 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	
Months of Service	Sick Time Granted
0- 59 months	6 days/ 4 hours per month
60 + months	12 days/ 8 hours per month

Employees using sick leave must notify their supervisor 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. Employees who are absent for three or more consecutive days may be required to provide a doctor's verification.

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

Sick days are intended to be accrued and used for required absences related to illness; they should not be used for unscheduled time off.

**Exiting Employees:**

Employees departing from the University are not permitted to use paid time off on their last day of employment. Rather employees will be paid up to 20 accrued, unused vacation days on their final paycheck unless otherwise required by law. Vacation plans that are granted at the beginning of the benefit period rather than being accrued monthly will be pro-rated to the employee's month of exit in the case of a mid-period departure from the University. If the amount of vacation time used exceeds the amount earned, the overage will be withheld from the final paycheck, as allowed by law. Unused sick pay is not reimbursable upon separation from the University.

**Unpaid Time**

Unpaid time off requests outside of approved leave cases or accommodations can only be considered after all available paid time has been exhausted. Employees must notify their supervisor(s) within 24 hours of the request. This requirement may be waived in emergency situations and documentation may be required. Outside of emergency or medical situations, staffing and budgetary needs of the department are considered for approval. Requests may be denied on the basis of these or other reasonable considerations. Employees who are absent from work without the approval of their supervisor may be subject to discipline up to and including termination. Such absences will be considered unexcused.

### **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.

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.

### **LindenGiving Community Service Paid Time Off**

Full-time faculty and staff with an evaluation of "meets expectations" (2.0) or higher, who are not currently under a corrective action plan (CAP), and who have been employed at the institution for one full year are eligible to use one 8-hour day of paid time per academic year to volunteer for community service. This time does not accrue or roll-over from year-to-year. Community service includes volunteering for

- 1) a 501 (c) organization (e.g. schools, nursing homes, boy/girl scout activities, healthcare, art centers, food pantries, or other community-oriented activities)
- 2) a subdivision of the government (e.g. cities, counties, states, school districts, parks, police/fire departments)
- 3) an accredited educational institution
- 4) a registered charitable organization

Eligible employees must complete the appropriate request form within Workday at least two weeks in advance of the requested time-off. All requests must include a point of contact at the designated community service location. Approval is at the supervisor's discretion and may be denied based on business need. Requests should not conflict with peak work schedules or other work-related responsibilities. Additionally, requests cannot be before, after, or during a paid holiday, vacation, or sick day.

### **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.

### **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.

### **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. 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 Director at [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu).

## **LEAVE OF ABSENCE POLICIES AND PROCEDURES**

### **Purpose**

Lindenwood University recognizes that employees occasionally need to take time away from work to care for important family and medical needs. This policy is designed to meet those needs in a manner that is beneficial to employees, their families, and the university in accordance with applicable state and federal

guidelines.

### **Scope**

This policy applies to University employees, subject to applicability and eligibility.

### **Leave of Absence**

Lindenwood University recognizes that employees occasionally need to take time away from work to care for important family and medical needs. The following policies are designed to meet those needs in a manner that is beneficial to employees, their families, and the university in accordance with applicable state and federal laws.

### **Requesting Leave**

Where the need for a leave of absence is foreseeable, employees are required to request the leave at least 30 days in advance. For unforeseen events, employees are required to request leave as soon as it is possible and practical to do so. Employees will also be required to submit the appropriate documentation that supports the need for the leave and the expected duration of the leave. The use of paid time during any leave time does not extend the length of the leave and employees will be required to use any accrued paid time (vacation or sick pay) while taking leave. Please contact the Benefits Director at [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu) for requests and questions regarding the policy.

### **Family and Medical Leave Act (FMLA) Policy**

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with a right to an unpaid leave of absence from work, health insurance benefits, and job restoration provided that the employee returns to work during or at the end of the approved 12-week leave period. This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. Lindenwood is committed to complying with the FMLA and shall interpret and apply this policy in a manner consistent with the FMLA. The FMLA provides eligible employees with up to 12 work weeks of unpaid leave for certain family and medical reasons during a 12-month period. For more information on Lindenwood University's FMLA Policy, please visit: <https://www.lindenwood.edu/policies/list/family-and-medical-leave-act-fmla-policy/>.

### **The Pregnant Workers Fairness Act**

The Pregnant Workers Fairness Act (PWFA) is a federal law that requires covered employers to provide "reasonable accommodations" to a worker's known limitations related to pregnancy, childbirth, or related medical conditions unless the accommodation will cause the employer an "undue hardship." The PWFA applies only to accommodations. Individuals seeking accommodations under the PWFA should contact the Director of Employee Benefits to discuss possible accommodations. More information about the PWFA can be found here: [https://www.eeoc.gov/wysk/what-you-should-know-about-pregnant-workers-fairness-act#:~:text=The%20Pregnant%20Workers%20Fairness%20Act%20\(PWFA\)%20is%20a%20new%20law,employer%20an%20%E2%80%9Cundue%20hardship.%E2%80%9D](https://www.eeoc.gov/wysk/what-you-should-know-about-pregnant-workers-fairness-act#:~:text=The%20Pregnant%20Workers%20Fairness%20Act%20(PWFA)%20is%20a%20new%20law,employer%20an%20%E2%80%9Cundue%20hardship.%E2%80%9D).

### **General Leave**

Lindenwood University will consider an employee's request for a leave of absence from work, including but not limited to when the requested leave does not qualify for Family and Medical Leave Act (FMLA) leave, when an employee has exhausted their FMLA leave, and/or when no other leave options exist. In these circumstances, the University may approve a "general leave" to support employees navigating such situations. General leaves are typically for a defined duration of time and unpaid (assuming the employee has exhausted all available paid leave).

Employees are required to make a formal request for general leave by completing the General Leave Request Form and submit supporting documentation, as necessary, to the Human Resources Department. The Human Resources Department will work with the requesting employee and their supervisor(s) to determine if the leave request is feasible, will be approved as requested, will be denied, or will be approved with modification. The University is under no obligation to approve such requests and requests will be reviewed on an individual basis, taking into consideration the specific job requirements, University needs and resources, and specifics of each situation. Please contact the Benefits Director at [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu) for general leave requests and questions regarding this policy.

### **Eligibility**

- To be eligible for general leave, employees must:
- Be a fulltime employee;
- Not meet the FMLA eligibility requirements;
- Have exhausted their twelve-week FMLA leave;
- Request a leave of absence for reasons that are not otherwise protected by applicable laws.

### **Description of Benefit**

If approved for a general leave, employees are required to use their accrued sick and vacation time (if any) at the beginning of a general leave period. General leave is not job protected and an employee's position may be filled during their leave and an employee's employment may be ended during the general leave at the University's discretion. During the period of an approved general leave, the entire costs of benefits premiums is the responsibility of the employee. Employees on general leave are also not eligible to accrue sick and vacation time and are not eligible to receive holiday pay.

(Moved to PTO policies)

### **Victims of Domestic or Sexual Violence (VESSA) Policy**

The purpose of this policy is to inform Lindenwood University employees of their rights under the Victims Economic Safety and Security Act ("VESSA"), Mo. Stat. § 285.625-670. Subject to certification requirements outlined below, an employee shall be entitled to two (2) weeks of unpaid leave during any twelve (12) month period for an approved reason if that employee is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. Employees seeking VESSA leave should contact the Benefits Director at [cterry@lindenwood.edu](mailto:cterry@lindenwood.edu) to formally request VESSA leave. VESSA leave may be taken continuously, intermittently, or on a reduced work schedule and will run concurrently with all other leave types that the employee may be eligible for. This policy applies specifically to Lindenwood employees and employees are eligible for VESSA leave as of their date of hire. For more information about Lindenwood University's VESSA policy, please visit: <https://www.lindenwood.edu/policies/list/vessa/>.

## RELOCATION REIMBURSEMENT

### Purpose

The purpose of this policy is to provide a standard procedure for the relocation of newly hired employees to locations elsewhere in the United States.

### Scope

This policy applies to newly hired faculty and staff members.

### Policy

#### 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.

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.

#### 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 through the relocation reimbursement request process in Workday (please see the relocation reimbursement request process document in Workday's useful links for assistance in navigating the process):

- Original (or scanned in high quality) itemized receipts for all expenses claimed
- MapQuest route PDF (if requesting mileage reimbursement)

Payment will occur as a direct deposit on the employee's next scheduled pay date, granted the submission is received prior to the payroll submission. To verify a payment date, please contact the Human Resources office.

#### 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

**Purpose**

Lindenwood University is committed to competitive benefits for all full-time faculty and staff.

**Scope**

This policy applies to all full-time, benefit-eligible faculty, staff, and individuals employed by or seeking employment with the University.

**Policy****Tuition Grant**

Full-time faculty and staff are eligible to obtain full tuition remission for themselves, their spouses, and their dependents (details outlined below). Faculty and staff are 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, dependent, or spouse is enrolled. Employees who leave Lindenwood University for any reason prior to the completion of a term will receive a prorated tuition grant and will be responsible for paying the remainder of the tuition for that term in full (applies to employees, dependents, and spouses).

Undergraduate and Graduate Programs

As 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

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.

Doctoral Program

Effective January 1, 2022, eligible employees who enroll in any degree program at Lindenwood beyond the master's level will receive credit for the equivalent of the master's level tuition and will be responsible for the difference between that and the EdS and/or the EdD tuition rate.

Part-Time Employee Tuition Benefits

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.

Fees

The One Fee applied to traditional undergraduates will be covered under the tuition grant for all employees, spouses, and dependents. Some specialized courses and academic programs will continue to have individual charges that will be the responsibility of the employee to pay.

Internships

Full-time employees enrolled in programs that require an internship must complete their internship hours outside of regularly scheduled business hours. Accrued vacation time may be applied to complete these hours if approved by the supervisor. Unpaid time will not be authorized for the purposes of completing internship hours

PACE, Micro-credentials, and certification programs

PACE courses (professional and continuing education), micro-credentials, and certificate programs outside the regular course offering are not included in the employee tuition benefits program.

To Apply

All employees will need to complete the application process through admissions. Once accepted and enrolled in classes, the employee will need to submit the Tuition Grant Form in Workday. This can be found in Workday’s Useful Links under the Create Request. Submitted forms will go to HR to review eligibility and then to Student Financial Services Office for processing. The tuition grant form will need to be submitted each semester. Upon receiving the tuition waiver form, a Financial Aid Award Letter will be updated and the recipient’s student account will reflect the grant.

Tuition Tax Requirements

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. This income tax does not apply to employees 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. Taxes will be withheld from employee paycheck according to the following schedule:

Semester	Months of Taxation
Spring	January through May
Summer	June through August
Fall	September through December

**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 apply for a tuition scholarship at another participating institution. Dependents of full-time, benefit-eligible faculty and staff are immediately eligible to apply for the TE and CIC Tuition benefit program. Applications must be for a full academic year, and the dependent student must be enrolled at a full-time status at the undergraduate level. Note that these programs do not apply to the employee, spouse, or to graduate level classes. All applications must be completed and submitted to the Benefits Team by the deadline for consideration. Applications will be accepted during the application window of September 1 and December 31.

CIC

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 at least three students on the same admission basis as they accept all other students, without regard to the number of students it exports.

**Sunseting Doctoral Program – Effective December 31, 2021**

*THE FOLLOWING TUITION GRANT BENEFIT WILL SUNSET ON DECEMBER 31, 2021 AND WILL ONLY APPLY TO EMPLOYEES ACTIVELY ENROLLED IN EdD CLASSES DURING THE FALL 2021 SEMESTER. THEY ARE GRANDFATHERED AND ARE SUBJECT TO THE PARAMETERS OUTLINED BELOW. TO MAINTAIN GRANDFATHERED STATUS FOR THIS BENEFIT, THE EMPLOYEE MUST REMAIN CONTINUOUSLY ENROLLED THROUGH GRADUATION.*

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's with less than two years of full-time service or who have 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

<b>Lindenwood University Official Policy</b>	
Policy Title	Adjunct Instructor Policies
Policy Number	
Policy Category	Employee
Responsible Department	Human Resources
Policy Location/Source	Employee Guidebook
Effective Date	January 2021
Date of Last Review/Revision	January 2021

### **Purpose**

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. This policy provides information to adjunct instructors on matters pertaining to salary, benefits, and basic expectations.

### **Scope**

This policy applies to all adjunct instructors.

### **Policy**

#### **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. 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 employees in the state of Missouri are required to use direct deposit of paychecks. Direct deposits of paychecks are enforced in all states where legally permitted. Employees can add or update their direct deposit information directly in Workday. Paystubs are also available in Workday under the Payroll worklet.

#### **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 coordinator at (636) 949-4438.

#### **Benefits**

Adjunct instructors enjoy the following benefits:

- Reserved parking spaces for adjunct instructors with a valid (free) parking sticker
- 25% discount off purchases at any Pedestal location; 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 from the Lindenwell Catalog.
- Discounts available at Planet Fitness and Club Fitness.
- 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
- 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 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 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 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 all conferred degrees sent to human resources.

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 responsible for ensuring that faculty have submitted book orders by the date specified by the provost. Inform school dean, assistant or associate dean, or program director 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.



## FACULTY RANK & PROMOTION

### 2021 – 2022 Academic Year\*

Approved by the full faculty via e-vote December 2021

**\*NOTE: Due to the change from academic schools to colleges, for this academic year, the school-level promotions committees will serve in the same respective role as they did in the school format under their colleges. Therefore, the CST&H and CAH, will have 2 promotions committees to review applications from their respective schools.**

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' dean 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**

Beginning in the 2019-2020 academic year, upon hire, all new faculty have a promotion eligibility form completed that states their path for promotion. Initial eligibility for promotion in rank is reviewed by your Faculty Council Promotions Subcommittee (FCPS) school representative, Faculty Council Chair, and your Dean upon hire. Based on your academic degrees and previous work experience, a recommendation is made to the Provost who makes the final determination. This information will be recognized by Human Resources and housed on Workday.

1. Years of Service - We invite candidates to submit their materials for promotion in the cycle following the 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.

For example, if a faculty was hired as an associate professor in the fall 2014. Below would be their promotion eligibility timeline:

Academic Year	Years of Service	Promotion Eligibility
fall 2014 – spring 2015	1	x

fall 2015 – spring 2016	2	x
fall 2016 – spring 2017	3	x
fall 2017 – spring 2018	4	x
fall 2018 – spring 2019	5	x
Fall 2019 – spring 2020	6	<i>Apply for promotion in spring 2020</i>
Fall 2020 – spring 2021	7	<i>If recommended, full professor</i>

2. Academic Terminal Degree Standards – The requirement of a terminal degree is defined as a recognized terminal degree within your respective field of study, such as: Doctor of Philosophy, Doctor of Business Administration, Doctor of Education, and Master of Fine Arts. A faculty’s terminal degree status is determined by the school, approved by the provost, and recognized by the Office of Human Resources upon hire. If a new hire does not have a terminal degree in their field of study, they will be hired as an instructor and are eligible for senior instructor. If a terminal degree is completed while employed at Lindenwood, the faculty member will be awarded the rank of assistant professor if a position becomes available.

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. 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 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 using Promotion in Rank Eligibility Form (housed on Workday).

**School Promotions Committee**

Each school will 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 promotion committee.

### **Senior 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. A distinguished record of full-time faculty deployment at the university level for at least twelve years
3. Five academic years of full-time faculty deployment at the rank of full professor with the last full academic year at Lindenwood (\*years of service as visiting professor is equivalent to professor for the purposes of promotion. Visiting status must be removed prior to application for promotion. See Visiting Faculty section for further details)
4. 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
5. 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
6. 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 average of the 60<sup>th</sup> percentile scores for the same number of years. The school
7. percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school Promotions Committee to determine promotion to the rank of senior 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 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 is "exceptional")

### **Full 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. A distinguished record of full-time faculty deployment at the university level for at least seven years
3. Five academic years of full-time faculty deployment at the rank of associate professor with the last full academic year at Lindenwood (\*visiting associate professor is equivalent to associate professor for the purposes of promotion. Visiting status must be removed prior to application for promotion. See Visiting Faculty section for further details)
4. 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
5. 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. 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 average of the 50<sup>th</sup> percentile scores for the same number of years. The school percentile scores are available in the evaluation portal in the personal comparison report

**Criteria** considered by a school 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 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 is "exceptional")

### **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 for the purposes of promotion. Visiting status must be removed prior to application for promotion. See Visiting Faculty section for further details)
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. 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 average of the 25<sup>th</sup> percentile scores for the same number of years. The school percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school 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 30<sup>th</sup> 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. 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 average of the 30<sup>th</sup> percentile scores for the same number of years. The school percentile scores are available in the evaluation portal in the personal comparison report.

**Criteria** considered by a school 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 fully or partially 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 and service.

**Fully Remote Faculty Assignment:** Faculty rank is not impacted by a fully remote faculty assignment. Fully remote faculty are expected to contribute as engaged professionals of the Lindenwood campus community. A fully remote teaching contract (a contract where all courses will be taught in a virtual format) is offered at the discretion of the dean and is evaluated annually based on the business need of the college. Fully remote faculty are expected to fulfill all aspects of teaching/learning, service, and scholarship as if they were present on campus. This includes attending (in person or remotely) all

relevant university, college, curriculum, and committee meetings, advising students, fulfilling other expectations from the dean, and meeting the needs of their students.

Service expectations for fully remote faculty must be established prior to the issuance of the fully remote contract between the dean and the faculty member, which may include holding on-campus office hours. If student advisement is not part of the deployment expectation, or if the appropriate degree of service cannot be performed by the fully remote faculty member, an additional course(s) or other duties of similar significance will be assigned by the dean each term of the faculty member's contract.

### **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 and change to the respective salary range
- 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, 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 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 all materials into the PIR portal software containing
  - a. A 2-3-page overview of the entire period of service to the university highlighting major contributions in any of the three standards.
  - 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/supervisor. Faculty who are chairs will be reviewed by their deans. 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 will send a 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 Evaluation percentiles and annual performance evaluation scores 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).. HR has uploaded all evidence from the previous evaluation period to the PIR portal for review.
6. The school 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 rubric, and the criterion described under the requirements for the appropriate rank. For promotion to senior instructor or 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 professor or senior professor, 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 have a vote that does not meet the above requirements. NOTE: If during the review process, the committee has questions regarding the candidate's evidence, they can notify their FCPS reps and together discuss a resolution with the dean.
7. Once the school Promotions Committee has concluded deliberations, it will write a 1 page explanation of its recommendation or rejection for promotion for each applicant addressed to the Faculty Council. 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 school will take part in deliberations but will not vote on the candidate's promotion. After deliberations, each voting member of the subcommittee votes to support or reject the school 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, along with the written explanations for all decisions on promotion rendered.
10. The provost will present the Faculty Council's recommendations to the Deans' Council with the final decision of promotion made by the provost.
11. A letter from HR, sent on behalf of the Faculty Council, will be emailed to 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.

**Assistant Deans/Associate Deans/Deans:** A dean applying for promotion in rank is not reviewed by his or her school Promotions Committee. Deans' materials are reviewed directly by the FCPS. Deans will be evaluated using the academic administrator rubric for their school. 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 Professor and 4 (exceptional) in at least one criteria for Full Professor or Senior 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 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 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 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 should assess their Faculty Performance Evaluation rubrics each year in consultation with that year's Promotions Committee and the school dean 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 2021-2022, each school 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 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's associate and full professors. It will go into effect in the 2021-2022 academic year.
3. In 2021-2022, 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 2021-2022, each school will discuss the privileges and responsibilities of the various faculty ranks in school governance. A task force of associate and full professors and the school dean will determine in what school 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. In the 2021-2022 academic year, candidates for promotion will be required to score at or above the required percentile of the average of their school's Faculty Performance Evaluation during the three (or five) years prior to their promotion. If the percentile requirement is not met, but the candidate has a consistent score above expectations in all three standards during the above timeline they can appeal eligibility requirements in writing to their respective dean within three (3) business days of notice of ineligibility. **The appeal should include the actual scores for each standard, as well as the total score for each performance evaluation during the years required.** The dean has five (5) business days to consider the appeal and make a recommendation to the provost. The provost will render a decision within two (2) business days and notify the faculty of the decision. The provost's decision is final. If the appeal is granted, the deadline for submission of all materials will not be extended.
  
6. Beginning in 2021-2022, at least one of the two Faculty Council representatives from each school 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 Percentiles to the PIR portal software	Human Resources through PIR portal software
	All materials due to PIR portal software	Candidate to PIR portal software
<b>Third and Fourth weeks in March</b>	3 <sup>rd</sup> week - dean send a statement to VP-HR	Dean to HR

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	4 <sup>th</sup> week - Review of promotion materials by school promotions committees	Promotions committees through PIR portal software
<b>Fourth week in March</b>	School Promotions committees upload explanations of recommendation/rejection, rubrics, and comments to PIR portal software	School 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

### 2021 – 2022 Approved Dates

DUE DATE	ITEM
2/4/2022	Request for promotion in rank submitted through the Promotion in Rank portal. Professional courtesy "email of intent" sent to the dean.
3/4/2022	All materials due in Promotion in Rank portal
3/18/2022	Dean will send a statement concerning the candidate directly to VP-HR
3/25/2022	Review of promotion materials by School Promotions Committees
04/01/2022	Promotions Committees will upload written explanation of recommendation/rejection to Promotion in Rank portal
4/15/2022	Review by Faculty Council
4/22/2022	Faculty Council sends recommendations to Provost
4/29/2022	Provost sends recommendations to President and Dean's Council
5/06/2022	HR sends a letter on behalf of the FC to the candidates

## **Emeriti**

### **Criteria and Process**

The lifetime title of emeritus is an honor, designating special retired faculty or academic administrators as having demonstrated a distinguished professional career and as having made significant contributions to Lindenwood University over the last 15 or more 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
- Receive a parking sticker

# TERMINATION OF EMPLOYMENT AND NON-RENEWAL OF FACULTY CONTRACT

## Purpose

The purpose of this policy is to outline the terms and condition that warrant termination of employment and/or issuance of a non-renewal to faculty.

## Scope

This policy applies to all full time faculty.

## Policy

### Termination of Employment for Cause

1. 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).
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.

### 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 are made on a variety of factors. Examples that influence these types of decisions include, but are not limited to, staffing efficiencies related to reorganization, student enrollment, employee performance, relevant and unique skill sets or credentials, and changing institutional priorities based on market demand. Seniority is not a consideration.
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.

### 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.

<b>Lindenwood University Official Policy</b>	
Policy Title	Student Employee Policies and Procedures
Policy Number	
Policy Category	Employee
Responsible Department	Human Resources
Policy Location/Source	Employee Guidebook
Effective Date	January 2021
Date of Last Review/Revision	September 2023

### **Purpose**

Lindenwood University is committed to providing on-campus employment opportunities to actively enrolled students.

### **Scope**

This policy applies to all student employees employed by the University.

### **Policy**

A student employee performs as both a student and an 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. Since employment within this program is considered a privilege, students are expected to maintain good standing with the institution at all times. Employment within the program is based on:

- 1) Students being actively enrolled. Students must be enrolled for the current term or those seeking employment over the summer must be enrolled for the upcoming term (QTR or SEM).
- 2) Students paying their balances. Students are required to make arrangements with the SFS office to pay their institutional balances.
- 3) Students maintaining good academic standing with the University. Undergraduate students must maintain a cumulative GPA of 2.0 and graduate students a cumulative GPA of 3.0.
- 4) Students following all University policies while residing on campus, engaging in University programs or activities, or while present on University owned property. Additionally, Residential Life student employees are expected to abide by all housing policies, procedures, and protocols.

Students placed under a business hold, academic probation, or certain University sanctions will be ineligible to participate in the student employee program. Students released from academic probation, a business hold, or a University sanction will be eligible to reapply to the program. Positions will not be held open for students under any of these conditions and re-hiring into the program is not guaranteed. Additionally, student employees are not permitted to work more than one position at a time through the Student Employee Program.

All students interested in participating in the student employee program, must complete an online application. Students offered positions will need to complete onboarding, orientation, and be approved by

Human Resources before starting work. Student employees have 30 days from their start date to complete the required compliance trainings.

**International Student Employees**

Due to visa regulations, international student employees are permitted to work no more than 20 hours per week. This is a collective total of hours and includes all positions held either on or off campus. Additionally, international student 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 must 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 approval the request and the form will be sent to the Social Security Office for processing. Once the international student obtains the social security number, the student can begin working, pending all other hiring requirements are met.

**Employment At-Will Statement**

Employment as a student employee with Lindenwood 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 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 University president.

**Federal Work Study**

Students who demonstrate a financial need while completing their Free Application for Federal Student Aid ( FAFSA) have the option to participate in the Federal Work Study Program. Lindenwood's Office of Student Financial Services notifies students of their eligibility based on the completion of the FAFSA and the admission status of the student. Students will apply to posted student employee positions, and those eligible will have this funding applied to their financial aid packages. Students must work in order to receive this funding.

**Authorized Work Periods**

Positions in the student employee work program are based on authorized work periods, which dictate when positions start and end. These dates are communicated with student employees through the job posting and the hire letter. Work is not permitted outside these authorized work periods.

Thirty-six week student employees can begin working on the Monday two weeks prior to the start of the fall term. Forty week positions can begin working as early as August 1<sup>st</sup>. Both thirty-six and forty week positions end with graduation. Only returning student employees working in Residential Life may work up to and including the Sunday after graduation. Student employees in both thirty-six and forty week positions can begin working prior to the start of the spring semester as long as the supervisor is present, and it is fulfilling a department need.

Fifty-two week student employees can start working up to four weeks 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.

Position Type	Authorized Work Period
36 Weeks	Fall Semester:

	On the Monday two weeks prior to the start of the fall term — Winter Break <u>Spring Semester:</u> January 2 or 3 - Graduation
40 Weeks	<u>Fall Semester:</u> August 1— Winter Break <u>Spring Semester:</u> January 2 or 3 - May 31 (unless graduating)
52 Weeks	<u>Fall Semester:</u> July 1— Winter Break <u>Spring Semester:</u> January 2 or 3 - June 30 (unless graduating)

### **Administrative Suspension**

When it is in the best interest of a student or of Lindenwood, 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 and go through the re-admission process, if approved. An administrative withdrawal does not affect one's grade point average; however, the student cannot continue as a student employee once placed on administrative suspension.

The University reserves the right to withdraw students who do not meet academic standards endanger the health and well-being of themselves or others fail to adhere to University standards of conduct as required in the Student Handbook.

### **Disciplinary Dismissal/Removal from the University**

Students who are administratively withdrawn may no longer participate in the Student Employee program. A disciplinary dismissal occurs, including but not limited to when it has been determined by the University that a student has violated a University policy. If a student employee violates a University policy, the director of community standards and conflict resolution will meet with the student employee and provide in writing the reason for corrective action or dismissal from Lindenwood. Written documentation of the incident and the final decision will be supplied to the Human Resources Office. A student placed on Academic Probation, found to be "Not in Good Standing" or dismissed from the University (regardless of the appellate decision) will be immediately terminated from the student employee program.