

# ADMINISTRATIVE HANDBOOK



## JARVIS CHRISTIAN UNIVERSITY

OFFICE OF HUMAN RESOURCES  
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P.O. Box 1470  
Hawkins, TX 75765

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## ACCREDITATION STATUS

Jarvis Christian University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award the associate, baccalaureate, and master's degrees.

Questions about the accreditation of Jarvis Christian University may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website ([www.sacscoc.org](http://www.sacscoc.org)).

The Commission is to be contacted *only* if there is evidence that appears to support the University's significant non-compliance with a requirement or standard. Normal inquiries about Jarvis Christian University, such as admission requirements, financial aid, educational programs, etc., should be addressed directly to the University and not to the Commission's office.

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## **INTRODUCTORY INFORMATION – HR SECTION 1.0**

### **THE HISTORY OF JARVIS CHRISTIAN UNIVERSITY**

Jarvis Christian University is a historically Black institution that has been affiliated with the Christian Church (Disciples of Christ) since its inception. The University began as Jarvis Christian Institute, modeled after Southern Christian Institute in Edwards, Mississippi. The recorded history began in 1904. Then, the Negro Disciples of Christ in Texas, spearheaded by Mrs. Mary Alphin, State Organizer, in conjunction with the Christian Woman's Board of Missions began to plan for a school for Black youth. The Negro Disciples of Christ in Texas were to raise \$1,000 for a school and the Christian Woman's Board of Missions would contribute \$10,000 if this were done. Meanwhile, Miss Virginia Hearne, State Secretary for Women's Work, convinced Mrs. Ida Van Zandt Jarvis of the need for a school for Black youth. In turn, Mrs. Jarvis worked to persuade her husband, Major James Jones Jarvis, to donate land upon which a school could be built. In 1910, Major and Mrs. Jarvis deeded 456 acres of land near Hawkins, Texas, to the Christian Woman's Board of Missions on the condition it "keep up and maintain a school for the elevation and education of the Negro race . . . in which school there shall be efficient religious and industrial training." Inherent in the spirit of the donation was that the land would be used to educate "head, heart, and hand" and to produce "useful citizens and earnest Christians."

Although the thrust of the educational program has changed dramatically since then, the University has ever continued to attempt to educate "head, heart, and hand." Shortly after the land was donated, the Negro Disciples of Christ in Texas, largely through the efforts of the women of the churches, completed their fundraising campaign. The \$1,000 collected by the churches was augmented with \$10,000 by the Christian Woman's Board of Missions.

In 1912, Mr. Thomas Buchanan Frost, a graduate of Southern Christian Institute, who was to serve as Superintendent, came to start a school. He was joined by Mr. Charles Albert Berry, also a Southern Christian Institute graduate, who was to serve as Principal. These men and their families were the Jarvis pioneers, a small group who accepted the monumental challenge of clearing the swamp land and erecting the buildings in order that instruction could begin. Despite austere circumstances, the project flourished. Mr. Zach Howard, another Southern Christian Institute graduate, came to run the sawmill that produced building lumber. The children who were to attend the school assisted with the construction. In doing so they participated in the initial work-study program. This plan was a necessity. Jarvis has never enjoyed the luxury of being a free school. Barter and labor were the major sources available to students and their families, most with meager financial resources, to help pay the costs of education. Since then, the barter system ceased, but a work-study program has always been available to the students who come to Jarvis and who are willing to invest their energies and talents to help defray their educational expenses. Its formal instructional program commenced on January 13, 1913, with an enrollment of fourteen students, all in the elementary grades. The names of twelve of the fourteen students are listed below:

#### **JARVIS CHRISTIAN INSTITUTE**

##### **Enrollment of Students**

Barber, Roy  
Cozine, Minnie  
Frost, Thelma  
Frost, Howard  
Frost, Thomas Edward  
Flaming, Willie

Lewis, Mamie  
Lewis, George  
Marshall, Hawlin  
McCoy, Clarence  
Normal, James  
Townser, J.D.

In 1914, Mr. James Nelson Ervin came from Johnson City, Tennessee, to be the first President. He served in that capacity until 1938, a period of twenty-four years. During the first year of his tenure, high school subjects were added to the curriculum. Notably, during its early years, Jarvis Christian Institute existed as one of the few schools available in East Texas in which Black youth had the opportunity to complete a high school education. Jarvis remained the only accredited high school for Blacks in the Hawkins area until 1937. Although fragmentary records indicate some University work was offered as early as 1916, junior University courses were included as regular curricular offerings in 1927 and the school was incorporated as a University in 1928. Senior University courses were introduced in 1937. Built in 1936, the Emma B. Smith Building, now used to house administrative offices, is the only campus structure that remains from the Ervin era.

In 1938, Mr. Peter Clarence Washington came from East St. Louis, Illinois, to serve as the second president. High school work was eliminated that year. The original charter by the State of Texas, granted in 1939, states that Jarvis Christian University proposes to offer — “. . . practical, domestic, manual, and agricultural training, as well as high-grade instruction in the arts and sciences. . . .”

The Florence Robinson House (built in 1939), now the Alumni Heritage House (remodeled in 1976), is the only structure remaining from the Washington presidency.

In 1949, Dr. John B. Eubanks assumed administrative duties as Executive Vice-President. He is credited with the introduction of a general education program and additional innovations, which hastened recognition by the Southern Association of Universities and Schools in 1950, to include Jarvis Christian University on its Approved List of Universities and Universities for Negro Youth. This was the only regional accreditation then available to Black Universities in the South. Dr. Eubanks was named the third President of Jarvis Christian University in 1951 and served until 1953.

In 1953, Dr. Cleo Walter Blackburn, who had served as a consultant to President Eubanks, began his eleven-year tenure as the fourth President of Jarvis Christian University. That same year, Fundamental Education was included as a component of the educational program. Several of the buildings constructed during this presidency are still in use: Fellowship Center, now the Ida V. Jarvis Student Center, 1955; the James Aborne Health Center, 1961; the Barton-Zeppa Agro-industrial Building, now the Maintenance Building, 1961; and four dormitories, two each for men and women, 1962.

Dr. John Oliver Perpener, Jr., was named Executive Vice-President and served as resident executive. The Blackburn presidency culminated with an affiliation between Jarvis Christian University and Texas Christian University in 1964 through a "Memorandum of Understanding (revised, 1965; reaffirmed, 1969; discontinued, 1976). Also in 1964, the year that Dr. Perpener became Provost and Chief Administrative Officer, Fundamental Education and the Agro-industrial offerings were eliminated as components of the educational program. The Olin Library and Communication Center opened in 1965. This major building was a gift from the Olin Foundation. Operation CRAM, a pre-University program for prospective University students, was initiated during the summer of 1965. While this effort had an academic component, its major emphasis was sociocultural enrichment.

In 1966, Dr. Perpener became the fifth president of the University. He was the first alumnus to be appointed to the office. The next year, Jarvis Christian University became affiliated with the Texas Association of Developing Universities, a six-University consortium of historically Black Universities. It also achieved membership in the Southern Association of Universities and Schools during that year. In 1969, the Texas Education Agency approved the Teacher Education Program, and the campus master plan was updated. During the same year, the Charles A. Meyer Science and Mathematics Center opened. This was the second major building underwritten by the Olin Foundation. In 1970, four additional residence halls, two each for men and women, and the Elbie Guy Crawford Titus Women's Commons Building were completed. Dr. Perpener resigned in 1971, and Dr. John Paul Jones was named Acting President. The Southern Association of University's and Schools granted reaffirmation of accreditation following the regularly scheduled visitation in 1971.

Dr. John Paul Jones was appointed the sixth president of Jarvis Christian University in 1972. A major improvement to the physical plant during his administration was a water purification system and sewage disposal plant that was completed in 1974. The Advanced Summer Enrichment Program began in 1976. The major focus of this program was providing entering freshmen an academic introduction to University. After the resignation of Dr. Jones in 1976, Dr. James O. Griffin served as Interim Administrator for two months.

In 1976, Dr. Earl Wadsworth Rand, an alumnus and a former dean of Jarvis Christian University became the seventh president. Recognizing a need for special attention to entering students, the academic sector added the Division of Basic Studies in 1976. The Division of Basic Studies had the administrative responsibility for initial advisement for all transfer students as well as for academic advisement for freshmen and sophomore students as they complete the General Education Requirements. In 1978 the Gladys A. Gill Early Childhood Education Center opened. The Facilitators Program was initiated the following year. This paraprofessional counseling program utilizes members of the faculty, staff, and administration to provide one-to-one personalized assistance to each student from initial entry through graduation. That same year, the Southern Christian Institute National Alumni and Ex-Students merged with the National Alumni and Ex-Students of Jarvis, a relationship that has continued since Mr. Frost and Mr. Berry came to Texas in 1912. Additionally, the E. W. Rand Health, Physical Education, and Recreation Center were dedicated on December 1, 1979, the month Dr. Rand retired.

Dr. Charles Albert Berry, Jr., an alumnus of Jarvis Christian University, became the eighth president on January 1, 1980. In 1981, the official transfer of the title of the initial land donated by Major and Mrs. Jarvis, from the United Christian Missionary Society to Jarvis Christian University was realized.

The James Nelson Ervin Religion and Culture Center named in honor of the first president of Jarvis Christian University and consisting, currently of two structures, was completed in 1983. The two structures are the Smith-Howard Chapel and the Peoples-Dickson Religion Building. Two additional residence halls were dedicated in 1986—one each for men and women—as was a twelve-unit student-parent apartment complex in 1988.

Dr. Julius Franklin Nimmons, Jr., became the ninth president on June 1, 1988. During his administration, Jarvis Christian University was involved in an extensive review and assessment of its total operation. Emphasis was placed on campus beautification. Dr. E. W. Rand and Dr. Charles Berry, Jr. served as administrative officers during the summer and fall of 1990.

Dr. Sebetha Jenkins became the tenth president on January 1, 1991. As the first woman to hold this position, she sparked many triumphs. Jarvis Christian University received a reaffirmation of accreditation by the Commission on Universities of the Southern Association of University's and Schools in December 1993. Major renovations and capital improvements occurred between 1993 and 1994. In the fall of 1996, courses



in Japanese were taught by a visiting instructor from Japan, and an American Humanics program was designed to prepare students for employment with non-profit agencies. Additionally, students interested in careers in teaching were given an opportunity to take advantage of the Center for Teacher Education, which increased the depth of their learning by providing extended observation assignments and practicum experiences.

The student learning experience was broadened even more with the implementation and upgrade of a campus-wide network and data management system. The construction of a Distance Learning lab (Community and Technology Center) in 1996 allowed students to participate in classroom activities simultaneously with students in courses held on other University campuses without having to leave Jarvis.

Other milestones realized during Dr. Jenkins' tenure included the launching of a \$7.5-million-dollar capital campaign, the Living and Learning Center, the initiation of the Pioneer Hall of Fame Awards Program, expansion of summer programs for area youth, the Hands-On Mission Program for campus beautification, the Service-Learning Program, and the Walk of Fame Plaza that was dedicated in the spring of 1997. Also during the Jenkins years (1991-2009), the University's regional accreditation was reaffirmed twice and the business program gained accreditation by the Accreditation Council for Business Schools and Programs (ACBSP).

On January 2, 2009, Dr. Cornell Thomas was appointed the eleventh president. Dr. Thomas was committed to students receiving a quality education. His vision for Jarvis was that it become a premier Christian University that offers a quality education that prepares our youth to face the challenges confronting them upon graduation. He started a Pre-Honors Program for freshman students, revitalized the Honor's Program, and opened the Office of Student Success Services.

In April of 2012, Dr. Lester C. Newman was appointed as the twelfth president of Jarvis Christian University. Dr. Newman continues to build and refine the strong traditions of education and personal attention to students at Jarvis Christian University. Under Dr. Newman's administration, more faculty with terminal degrees in their fields have been hired, financial stability attained, new policies and procedures have been established for operations campus-wide and new athletic teams added. Two new dorm rooms have been built, and a soccer field is in the process of being built. Also, Dr. Newman has reorganized the academic divisions to optimize the educational experience for Jarvis students. In 2014, the University successfully completed the 10-year reaffirmation process of the Southern Association of Universities and Schools Commission on Universities with no recommendations. In May of 2022, Jarvis was officially accredited as a University.

On July 1, 2023, Dr. Glenell M. Lee-Pruitt was appointed as the thirteenth president of Jarvis Christian University.

## **THE PHILOSOPHY**

Jarvis Christian University, having been founded by and continuing its affiliation with the Christian Church (Disciples of Christ) for the purpose of higher education, seeks to give added meaning to all its activities by making religion and spiritual values of central importance. A Christian Church exists on the campus. Students, faculty members, their families, and friends are invited to attend and participate in the services of the campus church.

Since religious ideas are so inextricably involved with the American political and cultural tradition, Jarvis Christian University proposes to expose its students to religious ideas and to challenge them to put faith into action within the University community. Insofar as respect for the dignity and worth of the individual is common to both faith and democratic practice, the development of a personal faith may be seen to be

doubly important. At the same time, Jarvis Christian University recognizes that effective religion must be voluntary and that denominational insistence and insulation are inconsistent with the broadly ecumenical spirit of the Christian Church (Disciples of Christ).

Recognizing that democracy is ideally both an end and a means to other meaningful ends in education; Jarvis Christian University seeks to encourage in its members an acceptance of the primacy of individuals as persons and the necessary interdependence of the concepts of freedom and responsibility. Students, seeking experiences and wisdom, are the reason for the existence of Jarvis Christian University. All personnel are challenged to demonstrate both competence and compassion as they patiently help students toward further maturity.

An accredited University like Jarvis Christian University is not only a teaching institution that collects and passes on to its students the accumulated knowledge and scholarship, but it is also a many-faceted center of learning in which equally important obligations include enrichment and advancement of knowledge through creative research and scholarly and scientific services to its communities. Jarvis Christian University accepts these obligations and seeks to foster an environment in which outstanding scholars and scientists in all fields may flourish as they teach.

## **A COVENANT BETWEEN THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) AND ALL UNIVERSITIES AFFILIATED WITH THE CHRISTIAN CHURCH**

### **THE COVENANT PREAMBLE**

Church-related institutions of higher education have had and should continue to have a crucial role in the Church's mission. The Christian Church (Disciples of Christ) desires to reaffirm its commitment to the role of higher education in the fulfillment of its total mission, and this institution of higher education related to the Christian Church (Disciples of Christ), desiring to reaffirm its role and relationship in the Church's total mission, do voluntarily enter into the covenant as follows:

### **THE CHURCH**

1. The Church will be a learning and informed church, which encourages the pursuit of understanding, knowledge, and wisdom.
2. The Church will reinforce and advocate the purpose of the academic institution in promoting open exploration of ideas and the responsible use of scholarship encouraging the pursuit of truth for the betterment of individuals and society.
3. The Church will recognize the right, desirability, and necessity of the institution to be under the independent control of its own governing board and not that of the individual, the state or of the Church.
4. The Church will join as a partner with the institution to dialogue between faith and knowledge and in support of academic freedom.
5. The Church will serve as a resource in the recruitment and referral of qualified administrators and faculty personnel
6. The Church will assist the institution when appropriate, in those matters, which relate to the pastoral concerns of its students, faculty, administration, and staff.
7. The Church will provide supportive services to the institution through the Division of Higher Education and other general administrative units and manifestations of the Church.
8. The Church will encourage periodic official and unofficial campus visits by Church personnel to further the understanding of the inception and to discover ways in which common goals and purposes can be attained.

9. The Church will acknowledge the formative nature and ongoing worth of higher education in the past, present, and future of the Christian Church (Disciples of Christ).
10. The Church will encourage and assist its congregation in making qualified students aware of the available educational opportunities at the institution and will share in financial aid to students.
11. The Church will make a financial commitment to the institution consistent with the established procedures for financial support from the Christian Church (Disciples of Christ) and will assist in donor solicitation and fundraising.
12. The Church will state in its Year Book and Directory and other appropriate documents and literature its relationship with the institution.

### **THE INSTITUTION**

1. The institution will focus the learning experience upon the total person through continual inquiry, scholarship, and research among its staff, faculty, and students.
2. The institution will maintain educational standards of excellence with accreditation by appropriate bodies while preparing persons to develop their individuality and make responsible use of their knowledge, skills, and abilities.
3. The institution will reflect the Judeo-Christian tradition in its leadership consistent with its charter and the laws of the land.
4. The institution will provide within the framework of academic freedom on-campus curricular opportunities for religious understanding, including Biblical studies.
5. The institution will use the personnel services of the church, particularly its Division of Higher Education, as a resource for locating prospective administrators, faculty, and trustees.
6. The institution will provide on-campus opportunities for voluntary workshops and other means for the moral and ethical development of persons within its collegiate community.
7. The institution will cultivate a service relationship by offering to congregations, regions, and general administrative units of the church the resources of higher education - personnel, programs, and facilities.
8. The institution will seek to understand the church's concerns, aware that the church and institution hold in common the development of persons to their highest potential and the shaping of a society beneficial to all.
9. The institution will include in its structure a means of preserving its Christian Church (Disciples of Christ) heritage and will pursue the vital relationships, goals, and purposes common to the institution and the Church.
10. The institution will give due consideration to admitting qualified students recruited by congregations and will seek to help applicants through counseling and financial aid, irrespective of race, creed, or national origin.
11. The institution will abide by the funding procedures and disciplines established for organizations receiving financial support from the Christian Church (Disciples of Christ) and will administer itself in a responsible manner with financial integrity.
12. The institution will state in its catalog and other appropriate documents and literature its relationship with the Christian Church (Disciples of Christ).

The Christian Church (Disciples of Christ) and our University and universities hereby agree and covenant with each other in accordance with the above and foregoing.

## **THE MISSION:**

Jarvis Christian University is a historically Black Liberal Arts, baccalaureate, and master's degree-granting institution affiliated with the Christian Church (Disciples of Christ). The mission of the University is to prepare students intellectually, through academic programs that promote excellence in teaching and learning; socially, through student-centered support programs that encourage positive and constructive communication among peers, faculty, and staff; spiritually, through programs that stimulate spiritual growth and worship; and personally, through interaction that fosters self-development and maturity. The mission further seeks to prepare students for professional and graduate studies, and productive careers, and to function effectively in a global and technological society.

## **THE ADMINISTRATIVE STRUCTURE – HR SECTION 2.0**

### **The Board of Trustees**

Under its charter issued by the State of Texas, its Board of Trustees controls Jarvis Christian University. The bylaws, as amended, provide that the Board of Trustees consists of up to 25 members in two categories. General trustees are elected in staggered classes and hold office for a term of three years. The representative trustees are the Student Government Association President, the Jarvis Christian University/Southern Christian Institute National Alumni and Ex-Students Association President, and a faculty representative, all of whom are nominated to the Jarvis Christian University Board of Trustees upon their election by their respective constituencies.

Regular meetings are held in the months of April and September. Other meetings are held at the call of the Chair of the Jarvis Christian University Board of Trustees. The Board of Trustees decides matters of basic policy, approves budgets, selects the President and is the ultimate authority for all University-related matters.

Officers of the Board of Trustees are the Chair, the Vice-Chair, the Secretary, the Treasurer and such other officers, as the Board deems necessary. Standing committees of the Board of Trustees are the Executive Committee, the Finance Committee, the Academic Affairs Committee, the Student Affairs Committee, the Nominating Committee, the Investment Committee, the Building and Grounds Committee, the Technology Committee, Audit Committee, Compensation Committee, Strategic Committee, and the Human Resources Committee. The Executive Committee acts for the Board as authorized.

### **The President**

The President of the University is the Chief Executive Officer of Jarvis Christian University, accountable to and appointed by the Jarvis Christian University Board of Trustees. The duties reflected in the title include the general and active management of the business and other affairs, executing all orders, resolutions, and policies, recommending policies, appointing personnel, and presenting a budget to the Board of Trustees.

### **The Executive Cabinet**

The President of the University is the Chair of the Executive Cabinet, and the Chief of Staff is the Secretary. Ordinarily, persons who want to appear before the Executive Cabinet may do so by writing a letter to the Chief of Staff at least five days prior to the desired meeting date, indicating the nature of the presentation. The individual will be notified concerning the disposition of the request.

Membership on the Executive Cabinet consists of the President of the University, the Chief of Staff, Provost/Vice President for Academic Affairs, Vice President for Finance and

Administration, Vice President for Student Services, Vice President for Enrollment Management and Retention, and the Vice President for Institutional Advancement and Development.

**Chief of Staff and Director of Administrative Management Programs/Title III**

The Chief of Staff is accountable to the President for all special projects and assignments from the President and assists the President by serving as a liaison between students, faculty, and staff in addition to coordinating and monitoring subordinate programs and projects to attain goals and objectives of the work unit.

**Provost/Vice President for Academic Affairs**

The Vice President for Academic Affairs is accountable to the President of the University for the administrative management and supervision of the Jarvis Christian University instructional program. This includes, but is not limited to, supervision of the academic divisions, the faculty and the academic support programs.

**CFO/Vice President for Finance and Administration**

The Vice President for Administration and Finance is accountable to the President of the University. Duties and responsibilities include, but are not limited to, the administrative management, supervision, and implementation of the financial operations, budget preparation, budget development, administrative management and program development, and supervision of all aspects of facilities and maintenance entities.

**Vice President for Student Services**

The Vice President for Student Affairs is accountable to the President of the University. This includes, but is not limited to, student program development, administrative management and supervision of the student life programs.

**Vice President for Institutional Advancement and Development**

The Vice President for Institutional Advancement and Development is accountable to the President of the University for administrative management, program development, supervision and operation of all fund fundraising, development and implementation of financial and other resource developments and public relations.

**Vice President for Enrollment Management and Retention**

The Vice President for Enrollment Management and Retention is accountable to the President of the University. This includes, but is not limited to, developing, implementing, and managing the execution of an annual and multi-year comprehensive enrollment and retention plan with growth goals that include the recruitment, enrollment and retention of traditional undergraduate, transfer, returning adults, graduate, online and international students with multiple start dates per semester.

**STANDING COMMITTEES**

**Academic Affairs**

The general functions of the Academic Affairs Committee are to present ideas and/ or plans that enhance the total University program, to examine alternatives for proposed or existing strategies, to formulate recommendations for action to the Executive Cabinet and/ or the President, as appropriate, and to serve as an information channel of the University. Examples of specific functions of this committee include plans and recommendations for changes in academic policy and of other matters of policy that affect the total University, endorsement or disapproval of extensive revision of existing degree programs and/or plans for new degree programs, and the review of plans and recommendations from the various operation of the Academic Affairs component of the University.

**Budget**

The Budget Committee will provide the leadership necessary for preparing the annual University budget. The Budget Committee will establish procedures relative to budgetary matters facilitate the budget planning process and make recommendations to the University President. The Budget Committee shall be a subcommittee of the Fiscal Affairs Committee and will receive, review and analyze budgets from all components of the University and make recommendations to the Fiscal Affairs Committee.

**Convocations, Commencement and Chapel**

The function of the Convocations, Commencement, and Chapel Committee is to plan, promote, and effect academic assemblies such as the weekly assembly and Honors Day. Other special occasions that promote the goodwill of the University may also be planned by this committee.

**Financial Aid**

The Financial Aid/Appeals Committee will review student appeals for financial aid and make a recommendation for or against reinstatement of financial aid based on the academic performance of the student.

**Founder's-Homecoming**

This committee is responsible for planning, coordinating, and conducting the activities for the period designated as Founders' and Homecoming. The committee maintains close coordination with the University President and the National Alumni Association. Many responsibilities are delegated to provide a period of pageantry, education, celebration public relations, fund-raising, history, and fellowship. Representative participation of the entire Jarvis Christian University Family is encouraged during these activities.

**Library**

The Library Committee has three major functions, which are as follows: (1) to assist the library staff with the requirement of the educational program of the University, (2) to assist the staff with the procurement of funds for increasing holdings, and (3) to encourage the faculty to assign students advanced assignments

**Promotion and Tenure**

The Committee recommends tenure and/or promotion to the Vice President for Academic Affairs, who, in turn, submits recommendation to the University President for Board approval.

**Religious Life**

The function of this committee is to share with the Director of Religious Life in the planning and implementation of various religious activities that are designed to raise aspirations and the quality of life among members of the Jarvis family.

**SACSCOC Leadership**

The primary responsibility of the SACS Leadership Committee is to provide leadership and guidance in the completion of any documents related to the SACS process. The Committee consists of the President, Executive Cabinet, and faculty and staff representation.

**Special Occasion**

The Special Occasions Committee is charged with providing logistical support for institutional programs that are sponsored by the University. The Committee will plan, organize, coordinate, promote, and facilitate special events including, but not limited to, all institutional programs such as the Lecture Series; Convocations; MLK Celebration; Black History Program; Summer Conferences; Masquerade Ball (in conjunction with the Office of Institutional Advancement); Pioneer Hall of Fame; Founder's/Homecoming; the Christmas Concert; and other events as designated by the President.

**Staff Grievance**

The function of this committee is to hear grievances brought by employees after solution to the problems have not been accomplished at lower levels. The Grievance Committee will accumulate and study the facts in the case and will submit a written report of its findings and recommendations to the President within a period of seven (7) days. The President will review the committee's recommendations and will make a final decision as to the disposition of the submitted grievance.

### **Strategic Planning**

The Committee plans and determines the possibilities for refining sectors of the total program and environment Jarvis Christian University. The Committee is responsible for recommending the establishments and implementation of various institutional changes.

### **Student Disciplinary**

With the responsibility of considering matters referred by the Vice President for Student Services, it is the charge of this committee to review and investigate issues relative to the violation of University rules as enumerated in the Student Handbook. Additionally, the committee is authorized to recommend to the University President action(s) deemed beneficial to the student(s) concerned and the University.

### **Technology and Users**

The Technology Committee will provide leadership and recommendations relative to the acquisition of computers and computer programs for classroom and administrative use. Additionally, the committee will monitor the effectiveness of the utilization of all hardware and software purchases.

### **Chain-of-Command (Protocol)**

In order to conduct business properly and in order, all employees must adhere to established procedures, commonly referred to as protocol or "chain-of-command". Established procedures of protocol applies to all employees at the University, as well as, all persons interacting with the University, to ensure that all issues are heard and decisions are made in an effective and efficient manner.

Any issue, including suggestions for improvements, complaints, and other requests for action should be directed to the immediate supervisor and/or director of that respective area. If the response does not satisfactorily address the issues, then it should be brought to the attention of the Vice President of that Department. The Vice President has the responsibility for reviewing issues and resolving at the department level. If the Vice President does not have the authority or resources to resolve the issue at the department level, it is the Vice President's responsibility to bring the issue to the attention of the Office of the President.

In addition, requests to direct reports should be directed through the Vice President's Office or the Vice President and Director/Supervisor should be copied on the request.

With the exception of the President, Faculty and Staff are expected to adhere to the "chain-of command" policy effective immediately. This policy does not preclude access to any of the administrative officials in the case of exceptional matters.

## **HR SECTION 3.0: General Policies**

### **General Policy #1: Equal Employment Opportunity/Affirmative Action Policy**

#### **Policy:**

It is the policy of Jarvis Christian University to comply with all federal and state laws, rules, guidelines including the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of

the Americans with Disabilities Act (ADA) of 1990; Title IX of the Education Amendment of 1972, Title VI of the Civil Rights Act of 1964; Executive Order 11246, and all subsequent amendments and regulations which prohibit discrimination as described herein. As part of the University's equal employment opportunity policy, Jarvis Christian University will also take affirmative action as called for by 34 CFR § 100.3(b)(6)(i) to ensure that minorities, females, disabled veterans, other protected veterans, Armed Forces Service Medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

**Scope:**

This policy applies to all employees of Jarvis Christian University, as well as all parties considering doing business with the University. All employees and parties conducting business with the University are expected to abide by the provisions of this policy that are reasonably applicable to them.

**Remarks:**

Jarvis Christian University maintains a work environment in which all employees are treated with respect and dignity. The University declares as policy, that all employees and job applicants are provided equal employment opportunities without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, veteran status, genetic information, or any other characteristic protected by law. The University requires all employees to interact in a professional manner and contribute to a work environment that reflects the spirit of equal employment opportunity free of harassment, discrimination and/or retaliation.

This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, and participation in all University-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the University where appropriate.

The University is committed to protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral and other aspects of employment on the basis of disability. The University will also provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the University.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation for any reason, including but not limited to:

- filing a complaint;
- assisting or participating in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity;
- opposing any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or
- exercising any other legal right protected by federal, state or local law requiring equal opportunity.

It is the responsibility of each supervisor to implement this policy to avoid any illegal discrimination in employment. Employees are expected to adhere to these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.



For questions or more detailed information regarding this policy, or to file a complaint regarding violation of this policy, please contact the Office of Human Resources, located in the EBS Building, Office #106 or dial (903) 730-4890 ext. 2901. All complaints will be taken seriously and investigated promptly and thoroughly.

### **General Policy #2: Nondiscrimination Policy**

#### **Policy:**

Jarvis Christian University is an "**Equal Opportunity Employer.**" The University will not discriminate and will take legal affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, or sex, or any other characteristic covered by law.

#### **Scope:**

This policy applies to all employees of Jarvis Christian University, as well as all parties considering doing business with the University. All employees and parties conducting business with the University are expected to abide by the provisions of this policy that are reasonably applicable to them.

### **General Policy #3: Sexual Harassment/Assault**

#### **Policy:**

Jarvis Christian University is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment of any employee by anyone in the workplace (including supervisors, co-workers, consultants, vendors, visitors, students, and other non-employees). Such discrimination, including harassment of any kind, is prohibited by law and by the University.

The behavior of individuals engaging in such conduct, or supervisors or managers who knowingly allow such behavior to continue, will not be tolerated. Employees are urged to report sexual harassment by filing a complaint internally with Human Resources as outlined in this policy. For the purpose of this policy, dependent upon who the Claimant and Accused are, the claim may fall under the Title IX Policy. For additional information about the Title IX Sexual Harassment Policy, please refer to the respective Title IX Policy #5 in this handbook.

#### **Scope:**

This policy applies to all employees of Jarvis Christian University, as well as all parties considering doing business with the University. All employees and parties conducting business with the University are expected to abide by the provisions of this policy that are reasonably applicable to them.

#### **Statement:**

For the purpose of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, verbal or physical conduct of a sexual nature, and any other offensive behavior based upon sex when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions; and
- Submission to or rejection of such conduct interferes with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or working environment.

Specific examples of behaviors that are encompassed in this definition and are considered forms of sexual harassment include but are not limited to the following:

- Gender harassment, including sexist statements and behavior that convey insulting, degrading, or sexist attitudes;
- Sexual bribery or coercion involving solicitation of sexual activity or other sex-linked behavior by promise of reward or threat of punishment, such as threats or insinuations that a person's employment, wages, academic grade, promotional opportunities, classroom or work assignments, letters of recommendation or other conditions of employment or academic life may be affected adversely by not submitting to sexual advances or that submission to sexual advances may favorably affect the same;
- Unwelcomed sexual propositions, invitations, solicitations, and flirtations;
- Unwelcomed verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities or remarks about previous sexual experiences; the unwelcomed use of sexually degrading language, jokes or innuendoes; unwelcomed suggestive or insulting sounds or whistles; obscene phone calls;
- Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or study area, that may embarrass or offend individuals; (Such material if used in an educational setting should be related to educational purposes.)
- Consensual sexual relationships where such relationships lead to favoritism toward a student or subordinate employee with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students and/or employees;
- Direct propositions of a sexual nature;
- Subtle pressure for sexual activity, one element of which may be conduct such as repeated and unwanted staring;
- A pattern of conduct (not legitimately related to the subject matter of the course, if a course is involved or to employment, if employment is involved) that tends to bring discomfort and/or humiliation, which may include comments of a sexual nature, or sexually explicit jokes, statements, questions, or anecdotes;
- A pattern of conduct that would tend to bring discomfort and/or humiliation to a reasonable person at whom the conduct was directed, which may include unnecessary touching, patting, hugging, or brushing against a person's body.

### **Sexual Assault (Texas Penal Code § 22.011)**

Sexual assault is defined as intentional sexual contact, characterized by the use of force, physical threat of force, or abuse of authority; or when the victim does not or cannot consent. Sexual assault is not restricted to any gender, race, or age.

### **Examples of Conduct:**

- A person commits an offense if the person intentionally or knowingly:

- causes the penetration of the anus or sexual organ of another person by any means, without that person's consent;
  - causes the penetration of the mouth of another person by the sexual organ of the actor, without that person's consent; or
  - causes the sexual organ of another person, without that person's consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor;
- Regardless of whether the person knows the age of the child at the time of the offense, the person intentionally or knowingly:
    - causes the penetration of the anus or sexual organ of a child by any means;
    - causes the penetration of the mouth of a child by the sexual organ of the actor;
    - causes the sexual organ of a child to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor;
    - causes the anus of a child to contact the mouth, anus, or sexual organ of another person, including the actor; or
    - causes the mouth of a child to contact the anus or sexual organ of another person, including the actor.
- A sexual assault under Subsection (a)(1) is without the consent of the other person if:
    - the actor compels the other person to submit or participate by the use of physical force, violence, or coercion;
    - the actor compels the other person to submit or participate by threatening to use force or violence against the other person or to cause harm to the other person, and the other person believes that the actor has the present ability to execute the threat;
    - the other person has not consented and the actor knows the other person is unconscious or physically unable to resist;
    - the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it;
    - the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring;
    - the actor has intentionally impaired the other person's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge;
    - the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat;
    - the actor is a public servant who coerces the other person to submit or participate;
    - the actor is a mental health services provider or a health care services provider who causes the other person, who is a patient or former patient of the actor, to submit or participate by exploiting the other person's emotional dependency on the actor;
    - the actor is a clergyman who causes the other person to submit or participate by exploiting the other person's emotional dependency on the clergyman in the clergyman's professional character as spiritual adviser;
    - the actor is an employee of a facility where the other person is a resident, unless the employee and resident are formally or informally married to each other under Chapter 2, Family Code; or
    - the actor is a health care services provider who, in the course of performing an assisted reproduction procedure on the other person, uses human reproductive material from a donor knowing that the other person has not expressly consented to the use of material from that donor.

**Commitment to Academic Freedom:**

As an academic institution, teaching, doing research, and learning are subject to the protections of “academic freedom.” Actions or words used in the context of the academic curriculum and teaching environments that serve legitimate and reasonable educational purposes will not be evaluated as sexual harassment or other unlawful discrimination because of the principles underlying academic freedom.

**Reporting Process:**

Employees, visitors, vendors, contractors, or anyone who is on Jarvis Christian University Campus, has knowledge that a sexual harassment/assault has occurred, is occurring, receives a complaint of sexual harassment/assault, or obtains other information indicating a possible sexual harassment/assault, must promptly inform the Director of Human Resources. Complaints can be submitted informal or formal, written or verbal.

If you are a faculty member who receives information from a person who believes that she or he is being or has been sexually harassed, or are a student, contractor, or employee without supervisory responsibility who has been harassed or witnesses someone being harassed, you must contact the Director of Human Resources.

There are two types of complaints, Informal Complaint (Resolution) and Formal Complaint. When submitting a complaint, the University will take all actions possible to ensure that the all aspects of the investigation(s) remain confidential.

**Confidentiality:**

Jarvis Christian University recognizes that confidentiality is very important. All actions taken to investigate and resolve complaints shall be conducted with as much privacy, discretion, and confidentially as possible without compromising the thoroughness and fairness of the investigation. Information about individual complaints and their disposition will be shared only on a “need to know” basis. However, even informal efforts to end harassment may require that an accused harasser learn of the identity of the complainant.

**Informal Complaint (Resolution):**

If you believe you have been subjected to sexual harassment, advise and make it clear to the offender that you find that behavior offensive. This method often is effective in correcting the behavior and resolving the incident. If you feel that you need to seek assistance with an informal resolution, contact the Human Resources Office.

**Formal Complaint:**

An individual who believes that he or she has been subjected to harassment may file a formal complaint to the Title IX Coordinator. This may be done verbally or in writing to the Director of Human Resources. If unavailable, the complaint may be filed with the Vice President of Finance and Business Administration, Vice President of Student Services, or the Chief of Staff. All formal complaints shall be forwarded to the Director of Human Resources.

**Complaint Investigation:**

When the Director of Human Resources receives a formal complaint, it will promptly investigate the allegation. An investigation will determine facts that support findings about the complaint. The investigation generally will include interviews with the complainant, the accused, and any witnesses based on the discretion of the investigator.

**Disciplinary Actions:**

Any actions on Sexual Harassment that fall under Title IX, will be handled by the appropriate Title IX policy. Items that do not fall within the guidelines of Title IX, will be handled utilizing this policy for

action. Such actions, to name a few, may include written warnings, counseling, probation, suspension, administrative leave with or without pay, payroll deduction (unpaid suspension), or termination.

**Appeals:**

The Complainant or Accused may appeal the results (final determination) of any investigation or disciplinary actions by filing a notice of appeal to the Director of Human Resources within fifteen (15) calendar days of receiving results. Upon receipt of the appeal, within ten (10) days, the Director of Human Resources shall assemble an Appeal Review Panel. If the appeal is requested by accused (student), the appeal review panel will consist of, Provost, Vice President of Student Services, and a person appointed by the president. If the accused is a faculty member, the panel shall consist of the Provost, the chair of an Academic Department (other than the accused's chair, and a person appointed by the President. If the accused is an employee or contractor, the panel shall consist of the highest officer in the chain of command under the President, a supervisor who does not supervise the accused, and a person appointed by the President. If the accused is a direct report to the President, the Director of Human Resources shall transform the notice of appeals into a notice of second level appeal.

The Accused and Complainant shall both be provided the opportunity to present evidence and make a statement to the Appeal Review Panel. The Accused and Complainant shall not be present while the other is presenting evidence, unless permitted by the Appeal Review Panel in limited circumstances. The Appeal Review Panel may request evidence, including testimony from witnesses, that it believes is relevant. Within thirty (30) days of the conclusion of its independent investigation, the Appeal Review Panel shall issue a report agreeing with the original decision or replacing the original decision with its own.

The Complainant or Accused may appeal the determination of the Appeal Review Panel by filing a notice of second level appeal with the Director of Human Resources within ten (10) days of receiving the decision of the Appeal Review Panel. Second level appeals, along with the initial investigation and complete file from the Appeal Review Panel, shall be forwarded to the President for final determination. The President shall issue his/her final decision within thirty (30) days of receiving the second level appeal. If the President believes further evidence is required, he/she shall provide notice of his/her tentative schedule for decision to the Complainant and Accused within the original timeframe.

**No Retaliation for Filing or Assisting with a Complaint of Sexual Harassment:**

Retaliation against any individual for making a good faith complaint of sexual harassment or for assisting in good faith in the investigation of such a complaint is illegal and will not be tolerated. All acts of retaliation are subject to disciplinary actions, up to and including termination and expulsion. Individuals who believe they have been subjected to retaliation should immediately report their concerns to the Director of Human Resources. The Director of Human Resources shall document the new formal complaint and begin a new investigation of the retaliation allegation. The investigation and appeals shall be conducted pursuant to this policy.

**Complaints:**

In addition to the above, an individual who believes he or she has been subjected to harassment may file a formal complaint with government agencies with jurisdiction. Using the Jarvis' complaint process does not prohibit an individual from filing a complaint with any of these agencies. Claims filed with the U.S. Equal Employment Opportunity Commission ("EEOC") must be filed within 2 years from the date of the alleged violation.

U.S. Equal Employment Opportunity Commission (EEOC)  
207 S. Houston Street, 3<sup>rd</sup> Floor

Dallas, TX 75202  
Telephone: 214.253.2720  
800.669.4000

You may also file your claim with the Texas Workforce Commission within 180 days from the date of the alleged violation.

Texas Workforce Commission  
Civil Rights Division  
101 E. 15<sup>th</sup> St., Rm 144-T  
Austin, TX 78778-0001

Complaints from students may also be filed with the U.S. Department of Education's Office of Civil Rights within 180 days from the date of the alleged violation.

U.S. Department of Education  
Office of Civil Rights  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
Telephone: 214.661.9600  
National 800.421.3481

### **Criminal Matters:**

If the Complainant believes a crime has been committed, he/she is encouraged to contact local law enforcement officials to file a criminal complaint.

### **General Policy #4: Title IX**

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**Effective date: August 14, 2020**

### **I. Policy**

#### **(A) Policy Statement:**

Jarvis Christian University is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities that are free from sex discrimination, sexual harassment and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity. Title IX of the Education Amendments of 1972 (“Title IX”) is a federal law that prohibits sex discrimination.

The University has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of sex discrimination, sexual harassment or retaliation. The University values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

#### **(B) Purpose of Policy:**

The University seeks, through this policy, to acknowledge and comply with its duties under federal and state laws and set forth a comprehensive framework for receiving, processing, investigating, and resolving complaints of sex discrimination, sexual harassment and retaliation related to participation in a process covered by this policy. This policy also provides the University community with necessary information regarding how to file complaints, as well as receive assistance and support.

#### **(C) Scope:**

The core purpose of this policy is to prohibit sex discrimination, sexual harassment and retaliation. When an alleged violation of this policy is reported, the allegations are subject to resolution under this policy as detailed below.

When the Respondent is a member of the University community, a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the University community. The University community includes, but is not limited to, students, student groups/organizations, faculty, administrators, staff, and third parties such as guests, visitors, volunteers, and invitees.

The Title IX procedures may be applied to incidents, to patterns, and/or to the campus climate, all of which may be addressed and investigated in accordance with this policy.

**(D) Jurisdiction of Title IX Policy:**

This policy applies to sex discrimination, sexual harassment and retaliation as those terms are defined in 34 CFR part 106. This also applies to the educational and employment programs of the University, related to conduct that takes place on the campus or on property owned or controlled by the University, at University-sponsored events, or in buildings owned or controlled by the University's recognized student groups/organizations. The Respondent must be a member of the University's community in order for this policy to apply.

This policy can also be applicable to the effects of off-campus misconduct that effectively deprives someone of access to the University's educational or employment programs. Regardless of where the conduct occurred, the University will evaluate notices and complaints to determine whether the conduct occurred in the context of its employment or educational programs or activities and/or has continuing effects on campus or in an off-campus sponsored program or activity.

If the Respondent is unknown or is not a member of the University community, the Title IX Coordinator will assist the Complainant in identifying campus and local resources/support options; when criminal conduct is alleged, the Title IX Coordinator will assist the Complainant in contacting local enforcement or campus security if the individual would like to file a police report.

Further, even when the Respondent is not a member of the University community, supportive measures, remedies, and resources may be accessible to the Complainant by contacting the Title IX Coordinator or Title IX designees. General Policy #5: Sexual Harassment/Assault may be applicable when this Title IX policy is not.

All vendors serving the University through third-party contracts are subject to the policies and procedures of their employers and to these policies and procedures to which their employer has agreed to be bound by their contracts.

**(E) Definitions:**

**Advisor:** A person chosen by a party to accompany the party to some or all meetings related to the resolution process, to advise the party on that process, and to conduct cross-examination for the party at the hearing, if applicable. Advisor also includes a person appointed by the University to conduct cross-examination for the party at the hearing if the party does not bring one.

**Complainant:** An individual who is alleged to be the victim of sex discrimination, sexual harassment or retaliation.

**Confidential Resource:** An employee who is not a Mandated Reporter of notice of sexual harassment and/or retaliation (irrespective of Clery Act Campus Security Authority status).

**Consent:** Consent is not present when an individual does not have the capacity to give consent, voluntarily or involuntarily, due to age, physical condition, or disability that impairs the individual's ability to give consent. Consent must be all of the following:



- **Knowing:** All individuals understand, are aware of, and agree as to the who, what, where, when, why and how of the sexual activity.
- **Active:** Consent must take the form of “clearly understandable words or actions” that reveal one’s expectations and agreement to engage in specific sexual actions.
- **Voluntary:** Consent must be freely given and cannot be the result of “respondent’s intimidation, coercion, force, threats, or fraud in order to gain permission for sexual or intimate activity”.
- **Present and Ongoing:** Consent must exist at the time of the sexual activity. Consent can be withdrawn at any time.

**Decision-maker:** One who determines the outcome of the complaint. Cannot be the Title IX Coordinator or Investigator.

**Education Program or Activity:** Locations, events, or circumstances where the University exercises substantial control over both the Respondent and the context in which the sex discrimination, sexual harassment or retaliation occurs and also includes any building owned or controlled by a student organization that is officially recognized by the University.

**Employee:** An individual holding either a faculty and/or staff appointment at the University.

**Final Determination:** A conclusion by the preponderance of evidence standard of proof that the alleged conduct did or did not violate this policy.

**Finding:** A conclusion by the preponderance of evidence standard of proof that the conduct did or did not occur as alleged (as in a “finding of fact”). Decision maker will be the one who states the outcome/finding.

**Formal Complaint:** A Formal Complaint is a document filed by a Complainant or signed by the Title IX Coordinator alleging Title IX Sexual Harassment against a Respondent and requesting that the University investigate the allegation of Title IX Sexual Harassment. **In order for Jarvis to proceed to an investigation, at the time of the filing a Formal Complaint, a Complainant must be participating in or attempting to participate in Jarvis’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 out the Formal Complaint.

**Formal Grievance Process:** A method of formal resolution designated by the University to address alleged conduct that falls within this policy, and which complies with requirements of Title IX law and regulations (34 CFR §106.45).

**Investigator:** The person(s) charged by the University with gathering facts about an alleged violation of this policy, assessing relevance and credibility, synthesizing the evidence, and compiling the information into an investigation report and file of directly related evidence.

**Notice:** An employee, student, or third party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of sexual harassment and/or retaliatory conduct.

**Parties:** The Complainant(s) and Respondent(s), collectively.

**The preponderance of the Evidence Standard:** Standard of proof for alleged violation(s) of the Title IX Policy. This standard requires that the information utilized shows that it is more likely than not that the alleged violation(s) occurred.

**Remedies:** These are post-finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent a recurrence, and restore access to the University’s educational program.

**Resolution:** The result of a Formal Grievance Process.

**Respondent:** An individual who has been reported to have engaged in conduct that could constitute sexual harassment or retaliation under this policy or its procedures.

**Retaliation:** Limited to retaliation for participation in a process covered by this policy or for participating in a process asserting Title IX through the federal government or courts.

**Sanction:** A consequence imposed by the University on a Respondent who is found to have violated this policy. For employees, the term sanction as used in this policy means discipline or corrective action.

**Sex Discrimination:** Negative or adverse treatment based on sex, sexual orientation, gender, gender expression, or gender identity.

**Sexual Harassment:** Under federal and state law, sexual harassment is an unlawful discriminatory practice.

The University has adopted the following definition of Sexual Harassment for this policy. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- Quid Pro Quo: When a manager, supervisor, faculty, or staff promises an employee or student, something in exchange for a sexual favor.
- Unwelcome conduct: Conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program, activity, or employment.
- Online Postings/Actions: Any online posting or other electronic communication by students or employees including cyber-stalking (based on sex) or cyber-harassment (based on sex); any online posting/action occurring outside of the University's control (e.g., not on University networks or websites) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others.
- Sexual Assault (as per 34 U.S. Code § 12291): Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent.
  - Sexual acts include:
    - Forcible Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration of a sex organ of another person, without the consent of the Complainant.
    - Forcible Sodomy: Oral or anal sexual intercourse with another person, forcibly, and/or against that person's will (non-consensually), or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - Sexual Assault with an Object: The use of an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly, and/or against that person's will (non-consensually), or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - Forcible Fondling: The touching of the private body parts of another person (buttocks, groin, breasts), for the purpose of sexual gratification, forcibly, and/or against that person's will (non-consensually), or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. This would include having another person touch you sexually, forcibly, or without their consent.
- Dating Violence, defined as:
  - Violence, on the basis of sex, committed by a person, who is in or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
  - Dating violence does not include acts covered under the definition of domestic violence.

- Domestic Violence, defined as:
  - Violence, on the basis of sex, committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, or by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner.

\*To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

- Stalking, defined as engaging in a course of conduct, on the basis of sex, directed at a specific person, that would cause a reasonable person to:
  - fear for the person’s safety, or
  - fear for the safety of others; or
  - suffer substantial emotional distress.

The University reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this policy.

**Force, Coercion, Consent, and Incapacitation, is defined as:**

- Force: Force is the use of physical violence and/or physical imposition to gain sexual access.
- Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”). Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.
- Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.
- Consent is: knowing, voluntary, clear permission, by word or action, and to engage in sexual activity.
  - Consent requires unambiguous communication and mutual agreement concerning the act in which the participants are engaging throughout the entirety of the interaction. For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct.
  - Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain their consent to being kissed back.
  - Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease immediately. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead,

the burden remains on the University to determine whether its policy has been violated. The existence of a consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

- A person cannot consent if they are unable to understand the fact, nature, or extent of the sexual situation or are disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. A person cannot give consent if force, expressed or implied is used; or if, duress; intimidation; threats; or, deception is used on the Complainant.
- Silence or the absence of resistance does not imply consent.
- Incapacitation: Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction). Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.
  - In considering whether a Complainant is incapacitated due to the consumption of drugs or alcohol, the University will consider the circumstances, including factors such as whether there is evidence of slurred speech, vomiting, stumbling or the inability to walk, or periods of “blacking out.” The presence of one of these factors, standing alone, may not be sufficient to establish incapacitation; the totality of the circumstances must be examined.

This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

**Student:** For the purpose of this policy, Jarvis Christian University defines “student” as all persons who have been notified of their acceptance, expressed intent to, and/or have registered for classes, or otherwise entered into any other contractual relationship with the University to take instruction. This includes but is not limited to all individuals taking classes in person or through distance learning, or who reside in University-owned housing or who live off-campus, and who are not enrolled for the current term but have a continuing relationship with the University student’s status ceases, when the student graduates, is not enrolled for two consecutive semesters, or if the student is suspended, dismissed, or expelled for any reason.

**Supportive Measures:** Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the University’s Education Programs or Activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University’s educational environment, or deter Title IX Sexual Harassment.

**Title IX Coordinator:** Is the official designated by the University to ensure compliance with Title IX and the University’s Title IX program. References to the Coordinator throughout this policy may also encompass a designee(s) of the Coordinator for specific tasks, The Title IX Coordinator has the primary responsibility for coordinating the University’s efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sex discrimination, sexual harassment, and retaliation prohibited under this policy. Acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy.

- The members of the Title IX Team are trained to avoid bias for or against any gender, gender identity, gender expression, sexual orientation, or other protected characteristic, any party in a specific case, or for or against Complainants and/or Respondents, generally. To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact the University’s Chief of Staff. Concerns of bias or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator.

**(F) Reporting:**

The University encourages reporting of Title IX Sexual Harassment. Members of the University community who believe they have experienced Title IX Sexual Harassment have the right to choose whether or not to report the incident to the University, law enforcement, or both, and have the right to choose whether to engage with the University once the University receives the report. The information below is for individuals who wish to report incidents of Title IX Sexual Harassment. Reporting Title IX Sexual Harassment in the manners set forth below is not equivalent to filing a “Formal Complaint of Title IX Sexual Harassment” as defined above. **Information on how to file a Formal Complaint can be found in the Complaint Resolution Process described in Section III below.**

- Reporting Options: Information regarding reporting options and procedures for incidents of sexual misconduct that are not covered by this policy can be found in the Administrative Handbook Policy # 4.
  - Any individual may report Title IX Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by email, by regular mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. In-person reports must be made during normal business hours, all other reporting processes can be made at any time.
  - Individuals impacted by Title IX Sexual Harassment may contact the Title IX Coordinator to receive support, resources, and information even if they do not wish to move forward with the Formal Complaint Resolution described in Section III below. To speak to someone confidentially without making a report, please see the confidential resources listed in Section II(A) below.
  - While anonymous reports will be reviewed by the Title IX Coordinator, the University’s ability to address Title IX Sexual Harassment reported by anonymous sources is significantly limited.
  - Reporting to Law Enforcement: An individual who has experienced Sexual Assault, Dating Violence, Domestic Violence, and Stalking has the right to choose whether to file a police report. Jarvis encourages individuals to report such incidents to University Security or local law enforcement. Filing a police report can result in an investigation of whether sexual violence or related crimes occurred and the prosecution of the perpetrator. Timely reporting to the police is an important factor in the successful investigation and prosecution of crimes, including sexual violence.
  - There is no time limit for reporting an incident of Title IX Sexual Harassment. However, in order for Jarvis to proceed with an investigation, at the time of the filing of a Formal Complaint, a Complainant must be participating in or attempting to participate in Jarvis’s Education Programs or Activities. The University encourages reports to be made as soon as possible after the incident.
  - Any complaint received on or after August 14, 2020, will be reviewed and handled in accordance with this policy and the procedures implemented on August 14, 2020. With

respect to sexual harassment that allegedly occurred prior to August 14, 2020, The University will apply the Title IX statute and the Title IX regulations in place at the time that the alleged sexual harassment occurred.

- **Reporting Obligations:** Upon receipt of a report, the Title IX Coordinator will contact the person who may have experienced Title IX Sexual Harassment. The outreach will generally include information about: medical and confidential counseling and support resources; options for filing informal/formal; contacting law enforcement; how to request a protective order; how to request Supportive Measures from the University; how to preserve evidence; and where to access more information. The outreach will also include an invitation to meet or provide additional information to the Title IX Coordinator.
- **Promptness:** All allegations are acted upon promptly by the University once it has received notice or a formal complaint. Formal complaints will be handled in a timely manner. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the University will seek to avoid undue delays.
- **Interim Removal:** At any time after receiving a report of Title IX Sexual Harassment, the Title IX Coordinator in coordination with the Vice President of Academic Affairs, may remove a student Respondent from the University's Education Programs and Activities on an emergency basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Title IX Sexual Harassment justifies removal. In the event an interim removal is approved, the Respondent will be notified and will have an opportunity to challenge the removal decision immediately following the removal.
- Any emergency removal will involve consultation with the University Counselor and the Division of Student Affairs. In the case of a Respondent who is a non-student employee, and in the University's discretion, the University may place the Respondents on administrative leave at any time after receiving a report of the Title IX Sexual Harassment, including during the pendency of the investigation and hearing process. The decision to place a non-student employee on administrative leave will be made by the President.
- For all other Respondents, including contractors and guests, the University retains broad discretion to prohibit such person from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Title IX Sexual Harassment or otherwise.
- **Retaliation:** Neither Jarvis nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or this policy, or because the individual has, in good faith, 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.
- Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violating that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Title IX Sexual Harassment for the purpose of interfering with any right or privilege secured by Title IX of this policy, constitutes Title IX Retaliation under this Policy.

Complaints of Title IX Retaliation may be made by contacting the Title IX Coordinator. Individuals who are found to have engaged in Title IX Retaliation as defined by this policy are subject to disciplinary action that may include, but is not limited to, sanctions imposed by the University.

- **Amnesty for Title IX Sexual Harassment Complainants and Witnesses:** Jarvis encourages reporting of Title IX Sexual Harassment and seeks to remove any barriers to making a report. The University recognizes that an individual who has been consuming alcohol (including underage consumption) or using drugs at the time of an incident may be hesitant to make a report because of potential

consequences for that conduct. Amnesty does not preclude or prevent action by police or other legal authorities. This amnesty provision may also apply to student groups making a report of Title IX Sexual Harassment.

- Free Expression and Academic Freedom: Jarvis is firmly committed to free expression and academic freedom. The University is equally committed to creating and maintaining a safe, healthy, and harassment-free environment for all members of its community, and firmly believes that these two legitimate interests can coexist.
- Discrimination, harassment, and retaliation against members of the University community are not protected expressions or the proper exercise of academic freedom. The University will consider academic freedom in the investigation of reports of Title IX Sexual Harassment or retaliation that involve an individual's statement or speech.
- Title IX and Violence Against Women Act (VOWA) Statement: It is the policy of Jarvis to comply with Title IX of the Education Amendments of 1972 and its implementing regulations (and all other applicable laws regarding unlawful discrimination and harassment including, but not limited to, Title VII of the Civil Rights Act of 1964, which prohibits discrimination (including sexual harassment and sexual violence) based on sex in the University's educational programs and activities. It is also Jarvis's policy to comply with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act, as amended by the VOWA. Title IX prohibits retaliation for asserting or otherwise participating in claims of sex discrimination. VOWA imposes additional duties on universities and colleges to investigate and respond to reports of sexual assault, stalking, and dating or domestic violence, and to publish policies and procedures related to the way these reports are handled.

**(G) Potential Consequences Following a Finding of a Policy Violation:**

**Sanctions:** When a final determination is made that an individual has violated this policy, as determined by the Complaint Resolution Process in Section III, the appropriate sanctions are determined based on several factors, including the severity of the conduct and any other prior violations. Sanction and corrective action can include, but are not limited to:

- i. Verbal warning
- ii. Written warning
- iii. Advisory letter
- iv. Conduct review
- v. Disciplinary hold on academic and/or financial records
- vi. Performance Improvement/management process
- vii. Required counseling/coaching
- viii. Required training or education
- ix. Campus access restrictions
- x. No trespass order issued
- xi. No-contact directive
- xii. Loss of privileges
- xiii. Loss of title/honors
- xiv. Loss of oversight, teaching, or supervisory responsibility
- xv. Probation
- xvi. Demotion
- xvii. Loss of pay increase
- xviii. Decrease in pay
- xix. Transfer

- xx. Revocation of offer
- xxi. Disciplinary suspension
- xxii. Suspension without pay
- xxiii. Suspension with pay
- xxiv. Expulsion
- xxv. Termination of employment
- xxvi. Revocation of tenure

The University may assign other sanctions as appropriate in each particular situation. Sanctions and corrective actions will be imposed in accordance with relevant policies and/or procedures and other requirements as set forth in the applicable faculty, staff, or student handbook.

## **II. Resources**

### **A. Confidential Support, Advocacy, and Counseling Resources:**

- Confidential Resources are not obligated to disclose reports of Title IX Sexual Harassment to the Title IX Coordinator under any circumstances, or law enforcement (except in situations if not disclosing would result in imminent danger to the individual or to others).
- Confidential Resources can provide information about University and off campus resources, support services and other options. Disclosing information or seeking advice from a Confidential Resource does not constitute making a report or complaint to the University and will not result in a response intervention by the University.
- The following is a listing of resources available:
  - i. Campus Counselor, (903) 730-4890 X2259
  - ii. East Texas Crisis Center, (800) 333-0358
  - iii. Wood County Sheriff (903) 763-1236
  - iv. Texas Suicide Hotline (214) 828-1000

### **B. Seeking Confidential Medical Assistance:**

Experiencing any form of Title IX Sexual Harassment can be difficult and overwhelming. Individuals often experience a range of emotions, including fear, anxiety, and confusion, and may be unsure of what they want to, or should, do next. Regardless of whether individual chooses to report the incident to the University and/or to law enforcement, the University strongly encourages individuals who believe they are victims of Sexual Assault, Dating Violence, or Domestic Violence to seek medical attention as soon as possible, even if they feel no injury was sustained. Medical assistance providers can treat visible physical injuries and identify injuries that may not be visible, and where appropriate, also address concerns regarding sexually transmitted infections and pregnancy. In addition, a hospital can test for the presence of alcohol or drugs (e.g., date rape drug) and perform a rape evidence collection procedure.

As noted above, the Medical Resources are also confidential Resources and are not obligated to disclose reports of Title IX Sexual Harassment to the Title IX Coordinator or law enforcement.

### **C. Preserving Physical Evidence:**

Many Title IX Sexual Harassment offenses also are crimes in the state or locality in which the incident occurred. For that reason, individuals who believe they are victims of Sexual Assault, Dating Violence, Domestic Violence, or Stalking often have legal options that they can pursue. For example, an individual



may seek a protective order from a court against the perpetrator(s); pursue a civil action against the perpetrator(s) and/or participate in a law enforcement investigation and criminal prosecution of the perpetrator(s). Regardless of whether an incident of Sexual Assault, Dating Violence, Domestic Violence, or Stalking is reported to the police or the University, Jarvis strongly encourages individuals who have experienced such conduct to preserve evidence that may be considered in a University investigation or proceeding, providing they are available at the time of the investigation or proceeding.

### **III Title IX Sexual Harassment Complaint Resolution Process**

#### **(A) Introduction:**

The procedure below outlines the process the University follows when it receives a report alleging a violation of the Title IX Sexual Harassment Policy committed by a member of the University community. For the purposes of this Policy, “by a member of the Jarvis community” means current students, current faculty, current staff member, and current third-party affiliates who have a formal relationship with the University. Misconduct occurring outside of the jurisdiction of this policy may be addressed by other University policies.

The Title IX Coordinator is responsible for handling reports alleging violations of this policy. All reports will be handled in a prompt, fair, and impartial manner in accordance with Title IX, the Violence Against Women Act, other relevant laws and regulations, applicable University policies, and this process.

#### **(B) Response to Report:**

The Title IX Coordinator will contact the person who may have been impacted by the concern. The outreach will generally include information about: medical and confidential counseling and support resources; options for filing a Formal Complaint and/or reporting the incident to law enforcement; how to request a protective order/no-contact directive; how to request Supportive Measures from the University without filing a Formal Complaint; how to preserve evidence; and where to access more information. The outreach will include an invitation to meet with the Complainant and/or provide additional information.

#### **(C) Supportive Measures:**

Refers to measures provided to a Complainant where a determination of responsibility for Title IX Sexual Harassment has been made against the Respondent. After a final decision is made that an individual has violated this policy as determined by the Complaint Resolution Process in this Section III, the University may offer additional measures, and/or take other action, to eliminate any hostile environment caused by the Title IX Sexual Harassment, prevent the reoccurrence of any Title IX Sexual Harassment, and remedy the effects of the Title IX Sexual Harassment on the Complainant and the University Community.

Remedies will be provided to persons who have experienced Title IX Sexual Harassment as reasonably necessary to restore or preserve access to the University’s Education Programs or Activities.

Supportive Measures may include counseling, extensions of deadlines or other course-related adjustments, modification of work or class schedules, campus escorts services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, other changes to academic, living, dining, transportation,

and working situations, honoring an order of protection or no contact order entered by a State civil or criminal court, and other similar measures.

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

**(D) Formal Complaint:**

A Complainant may file a Formal Complaint with the Title IX Coordinator requesting that the University investigate and adjudicate a report of Title IX Sexual Harassment in accordance with the provisions of this section. At the time the Complainant submits a Formal Complaint, the Complainant must be participating, in, or attempting to participate in, one or more of the University's Education Programs or Activities.

A Complainant may file a Formal Complaint with the Title IX Coordinator, as per guidance stated in Section I (G) of this policy. No person may submit a Formal Complaint on the Complainant's behalf.

The Title IX Coordinator may sign the Formal Complaint under the following circumstances:

- i. When there is an important institutional interest in adjudicating a report irrespective of the alleged victim's wishes.
- ii. Typically involves serious misconduct, repeated misconduct, or misconduct by employees.
- iii. If the alleged victim does not wish to file a formal complaint, the Title IX Coordinator's decision to do so must not be clearly unreasonable.
- iv. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or otherwise a party for purposes of the investigation and adjudication processes. In such cases, the University will not compel an individual to participate, but will proceed with the available information.

**(E) Dismissal of Complaint or Investigation:**

The University must dismiss a formal complaint when:

- (1) If filed by the alleged victim, and the alleged victim is not a current or attempted participant in education programs and activities.
- (2) Complaint does not allege sexual harassment in the institution's education programs or activities.
- (3) Complaint alleges sexual harassment abroad.
- (4) Conduct alleged would not amount to sexual harassment event if it occurred as reported.

The University may dismiss a formal complaint when:

- (1) Alleged victim indicates in writing a desire to withdraw the complaint (or particular allegations).
- (2) Respondent is no longer enrolled in or employed by the University.
- (3) Specific circumstances prevent the institution from gathering evidence sufficient to reach a determination.

In the event the Title IX Coordinator determines that a Formal Complaint should be dismissed pursuant to this section, the Title IX Coordinator will provide written notice of dismissal, including the reasons for the dismissal, to the parties and advise them of their right to appeal as specified in this Section III. A dismissal

pursuant to this Section is presumptively a final determination as it pertains to this policy unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

**(F) Investigation:**

- (1) The President assigns an investigator(s) to begin the inquiry into the allegation. Depending upon the circumstances, the President may assign one or more investigators. All investigators are trained on Title IX and the University's policies and procedures. Any alleged violations of this policy will be investigated and resolved pursuant to the process articulated by this policy.
  - i. During the investigation, the investigator(s) will identify, elicit, and gather evidence related to the alleged misconduct, including inculpatory and exculpatory evidence. The burden of gathering evidence sufficient to reach a determination in the adjudication of whether or not a policy determination has occurred lies with the University and not with the parties. However, it is important for all individuals involved in an investigation to identify relevant evidence it would like the University to consider.
  - ii. During the investigation, the Complainant will have the opportunity to describe their allegations and present supporting evidence to the investigator(s). The Respondent will have the opportunity to hear the allegations, respond to them, and present supporting evidence to the investigator(s).
  - iii. Investigations are not video recorded or voice recorded. Parties and witnesses may take notes during the investigation meetings. The Complainant and the Respondent will have an equal opportunity to present names of potential witnesses and to propose questions the investigator(s) may ask the other party or witnesses. Complainant and Respondent may identify potential factual and/or expert witnesses but may not present character witnesses. The investigator(s) will take the witness lists provided by the parties into consideration when identifying the witnesses that they will interview and what questions they might ask each witness, but these decisions are solely within the investigator's discretion.
  - iv. Generally, the investigator(s) will meet with each party and each witness separately and may hold multiple meetings with a party to obtain all necessary information. The parties may submit additional materials or information to the investigator(s) at any time before the conclusion of the investigation. In all cases, both the Complainant and Respondent will have equal opportunities to share information and have their information considered. The Complainant, Respondent, and witnesses should be advised that, for their statements to be considered, they must participate in the live hearing. All parties and witnesses, whose participation is expected at any interview or other meetings, will receive A notice of time, date, and location, for the investigative proceedings.
  - v. It is the policy of the University to strive and resolve all cases in a prompt and timely manner. The timeline and length of each investigation are based on the circumstances surrounding the case, breaks in the academic calendar, availability of the parties and witnesses, the scope of the investigation, needs for supportive measures, and unforeseen circumstances. The University will strive to complete the investigation portion of the resolution process within ninety (90) calendar days of receiving the complaint.
  - vi. At the conclusion of the evidence-gathering phase of the investigation, but prior to completion of the investigative report, the investigator(s) will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation

that is directly related to the allegations raised in the formal complaint. The investigator(s) will send this evidence, in either electronic or hard copy form, to each party and each party's advisor. The parties may each submit to the investigator(s) a written response including comments, feedback, or any other information they deem relevant, comprising up to twenty (20) pages, within ten (10) calendar days after the evidence is made available for their review. The Investigator(s) will consider the written responses prior to completing the investigation report.

- vii. The parties and their advisors are permitted to review the evidence solely for the purposes of this grievance process and may not photograph or disseminate the evidence.
- viii. Investigative Report: After the period for the parties to provide their responses has expired, the investigator(s) will create a written investigative report that fairly summarizes the relevant evidence collected (both inculpatory and exculpatory). The investigator(s) will only summarize the relevant evidence collected during the investigation, the factual finding and determinations of policy violations are made by a decision maker at a subsequent hearing. The investigator(s) do not make the recommendation or decisions. They are solely to gather the facts. The Title IX Coordinator will provide a copy of the investigative report to each party and each party's advisor.

#### **(G) Hearings**

- (1) Purpose: The purpose of the hearing is for the University's decision maker to resolve any outstanding or contested facts, assess the credibility of parties and witnesses, and using a preponderance of the evidence standard, determine whether it is more likely than not that a policy violation or violations occurred. Hearings must be audio or video recorded. The hearing may be held using virtual aids.
- (2) Appointment of Decision Maker: Upon completion of the investigation, the Title IX Coordinator, in communication with the President, will appoint a trained decision maker. The decision maker cannot be the Title IX Coordinator or the investigator(s) who conducted the investigation. The decision maker will oversee the hearing process and render a determination of responsibility for the allegation in the Formal Complaint, at the conclusion of the hearing process. The decision maker will receive a copy of the investigation report prior to the hearing.
- (3) Hearing Notice: After the decision maker is appointed, the Title IX Coordinator will notify the parties of the decision maker's appointment; setting a deadline for the parties to submit any written response to the investigative report; setting a date for the pre-hearing conference; and 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) calendar days from the date of notifying all parties.
- (4) If a party wishes to write a written response to the investigative report, it must include:
  - i. To the extent the party disagrees with the investigative report, any argument or commentary regarding such disagreement;
  - ii. 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 Section III, or for any other reasons;

- iii. 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;
- iv. A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;
- v. Any objection that the party has to the University's Hearing Procedures;
- vi. Any request that the parties be separated physically during the pre-hearing conference and/or hearing;
- vii. Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;
- viii. The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;
- ix. 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 this Section III.

(5) Pre-Hearing Conference: Prior to the hearing, the decision maker will conduct a pre-hearing conference with the parties and their advisors. The pre-hearing conference will be conducted live and will be conducted with the decision maker, the parties, the advisors, and other necessary University personnel together in the same physical location. However, upon request of either party, the party will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio. In the event of special circumstances, which make an in-person pre-hearing impossible or undesirable (i.e., the Covid-19 pandemic), the decision maker, in consultation with the President and Title IX Coordinator, shall develop alternate procedures under the circumstances to achieve the primary purpose of the pre-hearing conference.

During the pre-hearing conference, the decision maker 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 served with notices of attendance; and resolve any other matters that the decision maker determines, in the decision maker's discretion, should be resolved before the hearing.

(6) Issuance of Notices of Attendance: After the pre-hearing conference, the decision maker will transmit notices of attendance to any University employee or student whose attendance is requested at the hearing as a witness, at least ten (10) calendar days prior to the hearing. The notice will advise the subject of the specified date and time of the hearing and advise the subject to contact the decision maker immediately if there is a material and unavoidable conflict.

All managers, faculty, coaches, and supervisors are required to excuse the subject of the obligation or provide some other accommodation, so that the subject may attend the hearing as specified.

(7) Participation: Parties and witnesses will be asked to attend the hearing where they may be questioned by the decision maker and cross-examined by a party's advisor. If a party or witness

does not submit to cross-examination at the live hearing, the decision maker will rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination.

The decision maker will facilitate the hearing process. The hearing will be conducted live. The hearing will proceed as follows:

- (1) The decision maker will begin by asking questions of each witness.
- (2) After the decision maker's questioning of a witness, the advisors may then cross-examine the witness by asking all relevant questions and follow-up questions, including those challenging credibility. The advisors will have the opportunity to conduct this questioning directly, orally, and in real-time. However, the advisors shall not be allowed to badger any witnesses. The determination of whether a question or line of questioning qualifies as badgering shall be at the sole discretion of the decision maker.
- (3) The decision maker will then ask questions of the Complainant.
- (4) The Respondent's advisor may then cross-exam the Complainant, asking all relevant questions and follow-up questions, including those challenging credibility.
- (5) The decision maker will then ask questions of the Respondent.
- (6) The Complainant's advisor may then cross-exam the Respondent, asking all relevant questions and follow-up questions, including those challenging credibility.

If a party does not have an advisor present at the hearing, the University will provide an advisor of the University's choice to ask questions prepared by the party on the party's behalf. The parties will not be permitted to question the other party directly.

The hearing will be closed to all persons, except the parties, advisors, the investigator(s), the decision maker, and the Title IX Coordinator. If in the event the Decision Maker requires advice from an attorney, the University will provide one. Witnesses will be only present during their testimony.

If the party, advisor, and witness violate the rules of the hearing in such a way to be disruptive, may be barred from further participation.

The decision maker will have the sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, order of the hearing, and questions of admissibility.

- (7) Relevancy of Questions: Only relevant cross-examination and other questions may be asked of a party or witness. The decision maker will determine the relevancy of all questions asked during the hearing. If the decision maker excludes the question, they must state why it was excluded. Parties and advisors may not challenge these determinations during the hearing. Questions that are duplicative or repetitive of those already asked may be deemed nonrelevant and thus excluded.

- (8) **Deliberation and Determination Regarding Responsibility:** After the hearing is complete, the decision maker will objectively evaluate all relevant evidence collected during the investigation, including inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The decision maker will reach a determination regarding whether the facts constitute one or more violations of the policy as alleged in the Formal Complaint by a preponderance of the evidence.
- (9) **Sanctions and Remedies:** In the event, the decision maker determines the Respondent is responsible for violating this policy, the *decision maker will, prior to issuing a written decision, consult with the appropriate University personnel with disciplinary authority over the Respondent and such personnel will determine sanctions to be imposed.*

The decision maker will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing Supportive Measures or other remedies will be provided to the Complainant.

- (10) **Written Decision:** After reaching a determination and consulting with the appropriate University personnel and the Title IX Coordinator, the decision maker will issue a written determination regarding responsibility applying the preponderance of the evidence standard within seven (7) calendar days of a decision. The written determination will be provided to the parties simultaneously and will include:

- i. identification of the allegations potentially constituting the Title IX Sexual Harassment and, if applicable, other University policy violations;
- ii. a description of the procedural steps taken from the receipts of the Formal Complaint through the determination, including any notifications to the parties, interviews with the parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- iii. findings of fact supporting the determination;
- iv. conclusions regarding the application of Jarvis's policy to the facts; a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility for each separate potential incident;
- v. any disciplinary sanctions imposed on the Respondent;
- vi. whether remedies designed to restore or preserve equal access to the recipient's Education Program or Activity will be provided to the Complainant; and
- vii. the procedures and permissible bases for the Complainant and Respondent to appeal.

The determination regarding responsibility becomes final either on the date that the appeal reviewer provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which the appeal would no longer be considered timely.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

## **(H) Appeals:**

Either party may appeal the dismissal of a Formal Complaint or any allegations therein or the determination regarding responsibility. The only basis for appeal are as follows:

- i. procedural irregularity that affected the outcome of the matter;
- ii. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could have affected the outcome of the matter; or
- iii. the Title IX Coordinator, the investigator(s), or decision-maker(s) has a conflict of interest or bias for or against Complainant or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

A party must file an appeal within ten (10) calendar days of the date of dismissal or the hearing determination is issued. The appeal must be submitted in writing to the Title IX Coordinator, who in turn will provide it to the appeal reviewer.

The appeal is not a rehearing of the case; it is a written statement specifically stating the grounds for the appeal and any supporting information. If either party submits an appeal, the other party will be notified in writing that the appeal has been filed, provided a copy of the appeal, and given ten (10) calendar days to submit a written response. A written response is limited to fifteen (15) pages. Neither the Respondent nor the Complainant will be allowed to request an in-person meeting with the appeal reviewer.

In the event sanctions were imposed, the sanctions will stay pending the results of any appeal. In the event the appeal includes the appeal of a sanction, the appeal reviewer will, prior to issuing a written decision, consult with the appropriate University personnel with disciplinary authority over the Respondent and such officials will evaluate any sanctions to be imposed.

The written decision of an appeal will be issued simultaneously to the parties as expeditiously as possible, usually within seven (7) calendar days of making a decision. The reviewer may review the full case, and if the reviewer does not find that any of the three grounds for appeal are present, the outcome will be upheld. If the reviewer finds that any of the grounds for appeal are present, they may amend the outcome, may issue a new outcome, or may refer the matter back to the decision maker for further consideration. No further review beyond the appeal is permitted.

## **(I) Advisor of Choice:**

From the point a Formal Complaint is made, and until an investigation, adjudication, and appeal are complete, the Complainant and Respondent will have the right to be accompanied by an advisor of their choice to all meetings, interviews, etc. In the event one is not able to secure an advisor, one will be appointed at the University's discretion. The advisor will play a passive role, except when questioning witnesses during the hearing.

## **(J) Privacy, Treatment Records, and other Privileged Information:**

The University considers reports and investigations to be private matters for all parties involved. All participants in the investigation shall be informed that their privacy will be protected, including any documentation, evidence, and reports, to the extent possible. However, the Complainant and Respondent and their advisors will be given access to the investigation materials.



Note that certain types of Title IX Sexual Harassment are considered crimes for which the University must disclose crime statistics in its Annual Security Report that is provided to the Campus Community and available to the public. These disclosures will be made without including personally identifying information.

The investigator may only collect and rely on privileged records if a party waives the privilege. The University is prohibited from accessing its own counseling and health files for investigation purposes.

Evidence of a Complainant's prior sexual behavior is relevant only if offered to prove that someone other than the Respondent committed the conduct, or if evidence of specific incidents of the Complainant's prior sexual behavior with the Respondent is offered to prove consent.

At a minimum, all parties must be given access to all inculpatory and exculpatory evidence directly related to the allegations at least ten (10) days before the investigative report is finalized.

**(K) Standard of Evidence:**

The University uses the preponderance of the evidence standard. This means that the hearing process determines whether it is more likely than not that a violation of the policy occurred.

**General Policy #5: Alcohol/Substance Abuse**

**Policy:**

In accordance with the Drug Free Workplace Act of 1988, Jarvis Christian University (JCU) must certify that it is committed to providing and maintaining a workplace free from the presence of illegal drugs and employees who are not under the influence of controlled substances. The University recognizes health risks for employees and actions that jeopardize the safety of others when substance abuse interferes with the performance of their job duties. JCU prohibits the unlawful manufacture, dispensing, possession, sale, or use of a controlled substance of any kind, in any amount, on University property, in University vehicles, worksite, or while conducting University business away from campus. This prohibition includes the manufacture, dispensing, possession, distribution, or use of prescription drugs without a prescription.

**Scope:**

This policy applies to all employees, visitors, vendors, and contractors.

**Definitions:**

For the purpose of this policy, the terms below have the following definitions:

- **Controlled Substance:** A drug or other substance that is regulated by the government because it may be abused or cause addiction. Controlled substances include opioids, stimulants, depressants, hallucinogens, and anabolic steroids. Controlled substances with known medical use, such as morphine, Valium, and Ritalin, are available only by prescription from a licensed medical professional.

- **Work Site:** Work site includes any property, building, office space or other property, including parking lots, owned, leased or operated by the University or any other site at which an employee is obligated to perform work for the University. An employee is also considered to be at a "work site" at all times when he/she is in or responsible for a University vehicle while on University business.
- **Possession:** Possession is defined as having one or more illegal drugs (e.g., marijuana, cocaine, un-prescribed narcotic, etc.) in one's possession, either for personal use, distribution, sale or otherwise. A person has possession of drugs if they have actual physical control of the drugs, if the drugs are on that person, or if they have the power and intent to control their disposition and use.

**Statement:**

Jarvis Christian University expects its employees and students to maintain a safe and healthy environment. As a term and condition of employment with JCU, employees are prohibited the unlawful manufacture, dispensing, possession, sale, or use of a controlled substance of any kind, in any amount, on University property, in University vehicles, worksite, or while conducting University business away from campus. This prohibition includes the manufacture, dispensing, possession, distribution, or use of prescription drugs without a prescription.

**Employees:**

- Employees are expected not to be under the influence of illegal drugs or a controlled substance when at the workplace or conducting University business outside of the workplace.
- Employees are required to immediately report acts of suspected drug use or possession in the workplace to their supervisor, manager or Office of Human Resources.
- In accordance with the **Drug-Free Workplace Act**, employees must, as a condition of employment, notify their immediate supervisor or Office of Human Resources of a conviction for a criminal drug statute violation within five days of the conviction. If an employee is working under a grant or contract funded by a federal agency, within 10 days of learning of a drug conviction, JCU must notify the funding agency that a violation of this policy has occurred.

**Supervisors and Managers:**

- Supervisors and managers are to take observations or suspicions of drug possession or use in the workplace seriously. Contact the Office of Human Resources regarding appropriate action immediately to address any of these circumstances.

**Drug Testing:**

JCU is determined to eliminate the use of illegal drugs, alcohol, and controlled substances on our campus. This program is designed solely for the benefit of our employees and students to provide reasonable safety on the job protection from offending individuals.

**Testing:** Drugs and alcohol tests may be administered under the following conditions:

1. When an employee shows signs of impairment on the job (i.e., based on reasonable suspicion);

2. After any accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration;
3. After any vehicular accident when it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so;
4. Before return-to-duty; and/or
5. Follow-up testing upon selection or request of management.

*Employees who refuse to submit to drug and alcohol testing may be terminated.*

### **Corrective Action for Violation of Policy**

If the University determines that an employee has violated this policy, the University may impose appropriate corrective action on the offending employees. The appropriate action may depend on the particular facts but may include written or oral counseling, letter of reprimand, probation, reassignment of responsibilities, suspension with or without pay, or termination. The University may terminate an employee for a first offense.

### **Use of Legal Drugs**

The University recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to University property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

To accommodate the absence, the employee may use eligible sick leave or vacation time. The employee may also contact their supervisor to determine whether or not he or she qualifies for an unpaid leave of absence, such as family medical leave. Nothing in this policy is intended to diminish the University's commitment to employ and reasonably accommodate qualified disabled individuals. The University will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions adequately or safely.

*Customary use of over-the-counter drugs:* Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

*Medical marijuana:* Notwithstanding the State of Texas's Compassionate Use Program permitting the use of medical marijuana for those with a valid prescription, JCU remains subject to and will continue to comply with the federal Drug Free Workplace Act of 1988 and Drug Free Schools and Communities Act Amendments of 1989. The University will also comply with applicable state laws and regulations. This means that even for those with a valid medical marijuana prescription, medical marijuana in any form may not be possessed or used on campus or in University-owned or leased space (including housing) or at any University-sponsored events or activities.

1. It is a violation of University policy for employees to be under the influence any intoxicant, including medical marijuana, while fulfilling University employment responsibilities. All employees remain prohibited from possessing, smoking, ingesting, or otherwise engaging

in the use of, or being under the influence of marijuana, medical marijuana, or other controlled substances on University property, during working hours, or while operating a vehicle or equipment owned or leased by the University. Employees who violate the drug-free workplace policy remain subject to corrective action, up to and including termination of employment.

2. Any employee may be required to submit to drug testing if there is a reasonable suspicion the employee is impaired from marijuana or other substances while on duty.
3. In the event an employee who is also a qualifying patient has an on-the-job injury and tests positive for marijuana, the employee's eligibility for benefits will be determined by the Workers' Compensation Commission in accordance with its rules and regulations.
4. In the event an employee is required to submit to drug testing, tests positive for marijuana, and is a qualifying patient under the state's Compassionate Use Program, the Office of Human Resources should be contacted for further guidance.
5. The University will not discriminate against an applicant or employee in hiring, termination, or any condition of employment based on past or present status as a qualifying patient. For specified positions, a pre-employment substance abuse test may be required for employment.

### **Confidentiality**

Disclosures made by employees to the Office of Human Resources concerning their use of legal drugs will normally be treated confidentially and will normally not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the Office of Human Resources concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent feasible.

### **Counseling/Employee Assistance**

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to seek diagnosis voluntarily and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Office of Human Resources, who will determine whether the University can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. No employee will have job security threatened by seeking assistance for substance abuse. The same consideration for referral and treatment afforded to other employees seeking treatment for non-drug/alcohol-related illnesses is extended to them. Employees should, however, be aware that participation in a rehabilitation program will not necessarily shield them from corrective action for a violation of this policy or any of other University policy.

### **Consent to Testing and Searches**

As a condition of employment at JCU, employees must consent to submit to the testing for drugs and/or alcohol as shall be determined by the University for the purpose of determining the drug and/or alcohol content thereof. Refusal to test will result in immediate termination.

Entering the University's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, desks and work stations and vehicles and equipment. An employee's refusal to consent to a search will result in immediate termination.

## **General Policy #6: Ethical Conduct**

### **Policy:**

The purpose of the Jarvis Christian University Code of Ethics is to provide standards for behavior that are aligned with University's Mission and Values. These standards are designed to reinforce the values, identity, and character of the institution.

### **Scope:**

This policy applies to all employees of Jarvis Christian University, as well as contractual third parties or partners doing business with the University. All are expected to abide by the provisions of this policy that are reasonably applicable to them.

### **Statement:**

Each employee is expected to exemplify the following characteristics: self-discipline, respect for the rights of others, honesty, and personal integrity. Employees should also possess the physical stamina and clarity of mind necessary to fulfill obligations within the area of their professional responsibility and academic competence. Additionally, they should strive to establish a spirit of cooperativeness and should be responsive to the leadership of the administration.

Employees are not to access, acquire, use, copy, transfer or disclose confidential information including but not limited to academic records, personnel records, and other financial information-except to the extent necessary to fulfill their employment duties.

### **Code of Ethics:**

The same respect for the pursuit and transmission of knowledge that underlies academic freedom also demands self-discipline and rigorous intellectual honesty from all faculty/staff members. They are obligated to be fair, unselfish, responsible, and on occasion self-critical. Students' moral and intellectual growth requires a climate where ethical standards prevail, and the creation of such a climate is a primary responsibility of the faculty/staff. The following statements do not define all areas of faculty/staff ethics, but they do suggest guidelines for professional conduct for the faculty/staff at Jarvis Christian University.

- The primary responsibility of the faculty/staff member is the transmission and discovery of knowledge.
- The general attitude of the faculty/staff member towards the rules and regulations of the University should be one of understanding and support. However, when rules seem unjust, the faculty/staff member may take the prescribed steps to alter or remove them.
- When there is a conflict of ideas or activities between faculty/staff members, they should discuss problems in a professional manner. If a solution cannot be found by this means, the matter should be presented to the appropriate administrative officer, who shall act as arbiter.
- In advising students about the selection of courses, faculty/staff should be careful to deal fairly with the reputations of their colleagues.
- When faculty/staff observes a student committing an infraction of a University regulation, it is their responsibility to speak to the student on the subject. The nature of the infraction determines whether it should be reported for disciplinary action.

- Faculty/staff members should refrain from counseling in fields in which they have not had special training. If situations arise requiring special counseling, students should be directed by faculty/staff to the appropriate office.
- Only the chairperson or secretary of a faculty/staff committee is authorized to make announcements of committee actions. No committee member should reveal information of a sensitive nature (or any information about personnel matters) in such a way as to prejudice and jeopardize committee deliberations and recommendations.
- Faculty/staff members should be actively concerned with those aspects of the general welfare of their students that affect the education process.
- Faculty/staff should not tutor students for pay except under conditions known and approved by responsible authorities.
- Faculty/staff members should make their abilities and influence available for service to the community.
- Faculty/staff members should not undertake external activities, which would interfere with the performance of their duties at Jarvis Christian University.
- Faculty/staff should refrain from making public statements about confidential subjects within Jarvis Christian University. They should maintain in strict confidence all departmental or institutional matters not intended for publication or broadcast.
- Because of the position of trust occupied, faculty/staff members must be careful to avoid any behavior which could be considered sexual harassment and/or relationships with students, which are considered improper. Please refer to the University Policies on Sexual Harassment and Title IX.

This policy is designed chiefly to serve as a guide for employees to avoid possible conflicts between their employment and outside interests. In those situations, where doubt may exist as to the propriety of certain relationships or activities, employees are encouraged to make a full disclosure of the facts to his/her immediate supervisor, the Human Resources Director, or the President prior to entering into such relationships or engaging in such activities. In addition, employees shall not:

- use institutional privileges for private gain. Solicit or receive compensation, other than that allowed by law, for performance of his/her duties. This precludes, among other things, acceptance of any gratuities, gifts, or favors that might impair or appear to impair professional judgment; and any personal dealings with any individual or entity with whom he/she has any direct or indirect contact for purposes of obtaining from such individual or entity, noncompetitive contracts, services, or materials.
- knowingly authorize or employ the authority or influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
- offer any favor, service, or thing of value to obtain special advantage.
- permit commercial exploitation of his/her professional position.
- engage in selling any of the following merchandise or services for personal profit to students or parents not approved by the administration, including but not limited to, instructional supplies and equipment, reference books, educational tours, etc.
- furnish lists of students or parents to anyone selling such materials or services.
- employees will use time granted for leave, planning and workshops for the purpose for which it is intended.

## **General Policy #7: Nepotism**

### **Policy:**

The purpose of this policy is to establish procedures to implement the University's policy on nepotism (employment of relatives).

### **Scope:**

This policy applies to all employees of Jarvis Christian University, as well as contractual third parties or partners doing business with the University. All are expected to abide by the provisions of this policy that are reasonably applicable to them.

### **Statement:**

Jarvis Christian University seeks to foster an environment where people are treated with respect and trust. Employment of family members may be problematic because such situations can create a conflict of interest, an appearance of favoritism, and increased potential for a hostile work environment. Because of these concerns, the University is sensitive to circumstances in which relatives of employees might be hired, transferred, or promoted to positions where one relative might have influence over any of the following: a relative's employment, performance review, salary administration, promotion, or other employment-related decisions.

Relatives who are seeking employment will be required to apply for open positions and go through the interview and hiring process.

The University requires full disclosure of any relationship to the Human Resources Office at the time of employment or at any time that it occurs in the course of employment. Relationships covered by this policy include: spouse, spousal equivalents, parents, grandparents, brothers, sisters, children, grandchildren, aunts, uncles, nephews, nieces, and relatives by marriage (in-laws).

## **General Policy #8: Conflict of Interest:**

### **Policy:**

All employees of Jarvis Christian University are required to perform the duties and activities of their position with the highest level of integrity and in a professional and ethical manner. Employees must also avoid any actual or perceived conflict of interest and immediately report it to their manager.

Although this policy details certain behaviors that may lead to a conflict of interest or the appearance of a conflict of interest, it is impossible to anticipate every situation.

### **Scope:**

This policy applies to all employees of Jarvis Christian University, as well as contractual third parties or partners doing business with the University. All are expected to abide by the provisions of this policy that are reasonably applicable to them.

**Employees must avoid:**

- taking part in or attempting to influence any University decision or any business dealings with a current or potential competitor, customer, partner, vendor, supplier, or other business entity in which you have a direct or indirect financial interest;
- using the premises, equipment, supplies or services of other employees of the University to promote your personal interests;
- using confidential information for your personal benefit during or after employment with the University;
- being in a position where you could benefit directly or indirectly from a University transaction (e.g. supplier of goods or services, contract, license or partnership);
- giving preferential treatment to any supplier or other person doing business with the University in order to serve your personal interests;
- investing in, owning, having an interest in, or being an employee of an organization that might have an interest, direct or indirect, in any University commercial transaction, except in the case of widely held public companies whose dealings with the University do not represent a substantial portion of its total business;
- using your position or contacts at the University to promote your personal interests or those of a family member or person with whom you have a personal or professional relationship; or granting or appear to grant preferential treatment to a person with whom they have a personal or professional relationship.

All employees are required to fill out and sign the Conflict of Interest policy acknowledgement form located in Appendix C on day 1 of employment.

**General Policy #9: Outside Employment/Consultant Work Policy:****Policy:**

All employees of Jarvis Christian University are required to inform the University prior to accepting outside employment or consultant work. Full-time employees are required to fill out and submit a request for approval to work outside of Jarvis.

**Scope:**

This policy applies to all full-time employees of Jarvis Christian University. All are expected to abide by the provisions of this policy that are reasonably applicable to them.

**Employees:**

Before accepting outside employment or consulting work, all full-time employees are required to inform Human Resources and obtain written approval from the Office of President.

This is not a formality, and approval may be denied at the discretion of Jarvis Christian University. Employees must be able to demonstrate that outside employment.

- (i) does not interfere with their responsibilities as full-time employees of Jarvis Christian University,



- (ii) will not create a conflict of interest, and
- (iii) will not cause Jarvis Christian University to violate any law, regulation, and/or grant provision.

If approved, at all times, the employee's job duties at Jarvis Christian University must take priority over any other arrangements. The scheduling of outside employment activities must not inhibit the satisfactory and timely completion of responsibilities associated with the employee's status at Jarvis Christian University.

An outside employment approval document must be signed by (1) the employee, (2) Provost and VPAA (if the employee is a faculty member), and (3) the President. The approved document must be submitted to the offices of Human Resources, Academic Affairs (if the employee is a faculty member), and President.

Employees must obtain approval and acknowledge receipt of this policy, located in Appendix I, on a yearly basis.

### **General Policy #10: Memorial Grounds Policy:**

#### **Policy:**

This policy sets forth the guidance and procedures to be utilized when families/individuals submit requests to be buried at the Pioneer Cemetery located on the campus of Jarvis Christian University. A Cemetery Committee, consisting of current Jarvis Faculty and/or staff, and appointed by the President, will act as liaison body between JCU and public to review all requests of individuals wanting to be buried in the Jarvis Pioneer Cemetery.

The President will have the final approval on the Cemetery Committees recommendations. Any exceptions to the policy must be informed to the Board of Trustee for approval.

The Finance Office is responsible for the management, which includes the care and upkeep, of the cemetery.

#### **Scope:**

The JCU Pioneer Cemetery is part of the JCU's legacy. It is dedicated to the founding families and descendants, as well as the faculty and staff of JCU. Any descendant of Major J.J. Jarvis or his wife, Ida Van Zandt Jarvis; Thomas Buchanan Frost; Charles Albert Berry, Sr.; Mary Alphin; Zach Howard; and former Presidents and/or spouses, who wish to be buried in the Jarvis Pioneer Cemetery, will be given priority and may select a location for the plot in the cemetery.

#### **Procedures:**

When requests for burial in the Jarvis Pioneer Cemetery are received by JCU, they will be sent to the Cemetery Committee for review. In making their decision to grant a request for burial in the Jarvis Pioneer Cemetery the Committee will, for example, consider the following:

- The deceased must have worked at JCU for a period of five years; exception will be made at the discretion of the President and the Board of Trustees.
- The deceased must have worked at JCU full-time.
- The deceased must have made considerable contributions to JCU thereby impacting on students positively through education or finance.

The process for selecting gravesites shall be as follows:

- Gravesites will be selected by the Cemetery Committee with input from the family, and final approval from the President.
- Any gravesite may be chosen except those already included in a family plot.
- Existing graves may not be moved to accommodate the burial of a recently deceased individual.

If a family decides they want to move the graves of their loved ones to another cemetery, they must contact the Office of Finance and Administration, who will coordinate the move through the Cemetery Committee. The family will incur all costs associated with this venture.

Any change of plans with regard to the burial of any member or members of a family in the Jarvis Pioneer Cemetery should be communicated immediately to the Cemetery Committee so that the rejected gravesite can be allocated for use by others.

Any additional improvements at the gravesite must be approved by JCU and paid for by the family.

Burial expenses, which include opening and closing of the grave, headstones, markers, etc., must be arranged and paid for by the family.

All burials must be under the direction of a funeral home that is licensed by the Texas Funeral Service Commission and conform to regulations regarding, for example:

- Grave Size
- Requirements for covering of the grave
- Headstones or markers

All funds pertaining to the Cemetery, regardless of purpose for which it is to be used, must be deposited in the Cemetery Account at JCU in the Office of Finance and Administration.

All expenditures from the Cemetery Account will require the signatures of the Vice President for Finance and Administration and the President or his/her designee.

All Cemetery records will be kept in the Office of the President and available for viewing upon request by the public with two weeks' notice.

JCU will accept all donations from families. Such donations will be placed in the Cemetery Fund and be used for the upkeep of the cemetery.

### **General Policy #11: Intellectual Property Policy:**

#### **Policy:**

Jarvis Christian University hereby establishes this Intellectual Property ("IP") Policy with respect to the development, protection, and transfer of rights to IP resulting from the work of its Faculty, Employees, Students, and other third parties.

#### **Scope:**

The following policy is applicable to all full and part time faculty, staff, employees, students, and nonemployees who use JCU funds, facilities, or other resources, or participate in JCU administered

research, including visiting faculty, industrial personnel and directors, regardless of obligations to other companies or institutions. For purposes of this policy, these individuals will be referred to as “covered persons” or “persons covered by this policy”.

### **Comments:**

JCU is dedicated to providing an environment that supports the creation and development of Intellectual Property by Faculty, Employees, and Students, which IP includes, but is not limited to, inventions, copyrights (including computer software), trademarks, and tangible research property such as biological materials. Such activities contribute to the academic and professional development of Faculty, Employees, and Students, enhance the reputation of JCU, and provide additional educational opportunities for participating Students. While Intellectual Property may, in some cases, be the product of a Creator and that Creator’s time and resources, oftentimes, the creation and development of Intellectual Property depends not only on the Creator’s ingenuity, time and resources, but also on contributions (both monetary and otherwise) from JCU and third parties. It is important, therefore, to stimulate the development of Intellectual Property by protecting the interests of all those involved in the creation and development of Intellectual Property at JCU or using JCU Resources.

From time to time, it may be in the best interests of JCU to enter into agreements with third parties that are exceptions to the policies reflected in this document and the persons covered by this policy. Exceptions shall be made after consultation with the President or designee and only upon written agreements signed by individuals authorized to grant such exceptions on behalf of JCU.

### **Section I. Inventions and Patents**

Definitions. The following terms have the provided meanings for purposes of this policy:

**Inventor.** Shall mean a person covered by this policy who individually or jointly with others makes an Invention and who meets the criteria for inventor ship under United States patent laws and regulations.

**Invention.** Shall mean any patentable or potentially patentable idea, discovery, or know-how and any associated or supporting technology that is required for the development or application of the idea, discovery, or know-how.

**Supported Invention.** Shall mean an Invention conceived or reduced to practice by a person covered by this policy (whether alone or together with others) if conceived or reduced to practice in whole or in part:

- Under or subject to an agreement between JCU and a third party; or
- With the use of direct or indirect financial support from JCU, including support or funding from any outside source awarded to or administered by JCU; or
- With use (other than incidental use) of space, facilities, materials or other resources provided by or through JCU.

**Incidental Invention.** Shall mean an Invention (other than a Supported Invention) that is conceived or reduced to practice by a person covered by this policy-making incidental use of space, facilities, materials, or other resources related to the conception or reduction to practice of such Invention.

A. Disclosure Obligations. Covered persons are required to notify the President or designee of each Supported Invention and Incidental Invention through a disclosure document as prescribed by the President or designee, except as otherwise provided in Section III regarding Sponsored Software Inventions.

B. Ownership Determination. Upon review of the disclosure document, the President or designee will determine whether the Invention is a Supported Invention or an Incidental Invention and, in the case of a Supported Invention, shall further determine, with assistance from patent counsel, who are the Inventor(s), consistent with U.S. patent law. JCU shall have the right to own and each Inventor, at JCU's request, shall assign to JCU all of his/her/it's right, title, and interest in a Supported Invention. Ownership of an Incidental Invention shall remain with its Inventor(s), subject to any rights that may be granted to JCU as required by this policy.

C. Filing of Patent Applications. The President or designee shall be solely responsible for determining whether a patent application shall be filed on a Supported Invention. Filing determinations may be made on the basis of commercial potential, obligations to and rights of third parties, or for other reasons which the President or designee, in his/her discretion, deems appropriate. Inventor(s) of a Supported Invention for which patent applications are filed shall cooperate, without expense to the Inventor, in the patenting process in all ways required by JCU or its agent or designee.

D. Commercialization. The President or designee shall have the sole discretion with respect to the commercialization of a Supported Invention but shall take into account the public interest. Where a Supported Invention is subject to an external agreement with a third party (for example, the federal government or another funding sponsor), the President or designee shall make decisions consistent with that agreement. The President or designee shall make decisions concerning commercialization as he/she deems appropriate and shall make reasonable efforts to keep Inventor(s) involved and informed of his/her commercialization efforts.

E. Royalty Sharing. Where royalties are generated by JCU as a consequence of commercializing a Supported Invention, royalties will be shared with the Inventor(s) as described in Section V ("Royalty Sharing") of this policy. JCU shall have the right to modify the Royalty Sharing section of this policy in accordance with Section VI.C of this policy.

F. Release of Inventions. Where JCU determines that it will not file a patent application on a Supported Invention, abandons a patent application on a Supported Invention prior to issuance of the patent, or abandons an issued patent on a Supported Invention, the Inventor(s) may request a release of the Invention. Upon determining that releasing the Invention to the Inventor(s) will not violate the terms of an external funding agreement and is in the best interests of JCU and the public, the PRESIDENT OR DESIGNEE may agree to a release and in such case will assign or release all interest which it holds or has the right to hold in the Invention to the Inventor(s) in equal shares, or such other shares as the Inventors may all agree. Release of Supported Inventions may be conditioned upon, among other things, agreement by the Inventor(s) to the following:

- To reimburse JCU for all out-of-pocket legal expenses and fees incurred by the JCU if and when the Inventor(s) receive income from the Invention.
- To share with JCU 20% of the net income (income remaining from gross income after repayment of JCU expenses above and the Inventor(s)' legal and licensing expenses) received by the Inventors from the Invention. Income subject to this revenue sharing provision includes equity received by Inventors as consideration for the Invention but does not include financing received for purposes of research and development.

- Upon request, to report to JCU regarding efforts to develop the Invention for public use and, at JCU' request, to reassign those Inventions that the Inventor(s), their agents or designees are not developing for the benefit of the public.
- To fulfill any obligations that may exist to sponsors of the research that led to the Invention.
- To grant back to JCU an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the Invention for its research, education and clinical care purposes and a right to grant the same rights to other non-profit institutions.
- To agree to such limitations on JCU' liability and indemnity provisions as JCU may request.

G. JCU Rights in Incidental Inventions. In recognition of the contribution the JCU community as a whole, makes in support of innovation at JCU, Inventor(s) agree to grant to JCU an irrevocable, perpetual, non-exclusive, royalty free, world-wide right to use Incidental Inventions in JCU' non-profit educational and research activities.

## **Section II. Copyrights**

### A. Ownership

- Subject to the Exceptions in subsection B below, Authors are entitled to own the copyright and retain any revenue derived therefrom in books, films, video cassettes, works of art, musical works, and other copyrightable materials of whatever nature or kind and in whatever format developed, except that computer software and databases shall be subject to Section III (“Computer Software”) of this policy. It is expected that when entering into agreements for the publication and distribution of copyrighted materials, Authors will make arrangements that best serve the public interest. As used in this policy, “Author” means any person covered by this policy who creates a work of authorship qualifying for protection under U.S. copyright law.

### B. Exceptions.

- Whenever research or related activity is subject to an agreement between JCU and a third party that contains obligations or restrictions concerning copyright or the use of copyrighted materials, those materials shall be handled in accordance with the agreement. In negotiating with third parties, project directors and JCU should strive to protect and advance the public interest as well as obtain the greatest latitude and rights for the individual Author(s) and JCU consistent with the public interest and this policy.
- In circumstances where JCU involvement in the creation and development of copyrighted materials is more than incidental, including, but not limited to, use of resources such as funds, facilities, equipment or other JCU resources, in consideration of making such resources available, ownership and rights to shares of royalties or income or both shall be fairly and equitably apportioned as between JCU and the Author(s). This policy encourages, whenever feasible, JCU and the Author(s) to reach agreement prior to the commencement of a project on the rights that JCU and Author(s) will have in the resulting copyrighted materials.
- A copyrightable work created within the scope of employment by non-teaching employees of JCU shall be a “work made for hire” under the U.S. Copyright Act of 1976 (17 USC §101 et seq.) and JCU shall be deemed the Author and shall own the copyright.
- JCU may also commission copyrightable works from JCU personnel, including faculty and students. A commissioned work falling within the “work made for hire” definition of the U.S. Copyright Act (17 USC 101 et seq.) shall constitute a work-for-hire and be owned by JCU.

- JCU, at any time, may acquire ownership or rights in copyright and copyrighted materials by agreement with the Author(s) or other rights-holder(s), on such terms as are agreed.

C. Other Applicable Policy. Sections I.E and I.F of this policy shall apply to Copyrights that are assigned to JCU under paragraph B.1 above as if they were Supported Inventions, except as otherwise provided in the other paragraphs of Section II.B.

D. Classroom Recordings. With the consent of a Faculty member, JCU may record, in any form now known or later invented, such Faculty member's classroom lectures and may use, copy, reproduce, distribute, prepare derivative works using, perform and display such recordings for the benefit of JCU so long as such recordings are used for non-revenue producing purposes. In the event, JCU desires to use such recordings for revenue-producing purposes JCU shall reach a separate agreement with the respective faculty member regarding such use or shall contract to produce the same as a work for hire under a separate agreement.

### **Section III. Computer Software**

#### Definitions.

A. Sponsored Computer Software. Shall mean any computer program (including, without limitation, microcode, subroutines, and operating systems), regardless of the form of expression or object in which it is embodied, together with any users' manuals and other accompanying explanatory materials and any computer database, that is developed:

- Under or subject to agreement between JCU and a third party; or
- With the use of direct or indirect financial support from JCU, including support or funding from any outside source awarded to or administered by JCU; or
- With use (other than incidental use) of space, facilities, materials, or other resources provided by or through JCU.

Sponsored Software Invention. Shall mean Sponsored Computer Software that is an Invention as defined under Section I of this policy.

#### B. Disclosure Obligations.

- A Sponsored Software Invention shall be required to be disclosed to the President or designee as an Invention only in cases where:
  - i. The Sponsored Software Invention was developed under or subject to agreement between JCU and a third party as in paragraph A.1 above; or
  - ii. The Inventor(s) and/or Author(s) deem the Sponsored Software Invention to have commercial potential and/or favor seeking patent protection for the Invention.

All Sponsored Software Inventions are required to be disclosed to the President or designee as an Invention, and any Sponsored Software Inventions otherwise identified, shall be treated for all purposes under this policy like other Inventions, except as expressly provided otherwise in this Section III.

Sponsored Computer Software that is not required to be disclosed as an Invention under paragraph B.1 above shall be disclosed to the President or designee in accordance with such disclosure procedures as the President or designee may direct.

#### C. Ownership.

- JCU shall own all patents, copyrights, and other intellectual property rights in Sponsored Computer Software. For the avoidance of doubt, where JCU determines that a patent application will not be filed for a Sponsored Software Invention or, if filed, a patent does not issue, Sponsored Computer Software will remain the property of JCU. Where a patent application is filed on a Sponsored Software Invention, JCU shall have a right of ownership in all associated copyrights as supporting technology. The purpose of this section of the policy is to enable the utilization of Sponsored Computer Software in the public interest regardless of the potential for a division of ownership due to the patentable and copyrightable nature of computer software.
- Computer programs and databases that are not included in paragraph C.1 above shall, for all purposes, be treated in accordance with the policies provided under Section II “Copyrights”.

D. Release of Sponsored Computer Software. Where JCU has the right but elects not to commercialize Sponsored Computer Software, JCU may release its rights, in its sole discretion, subject to a written agreement reserving certain rights to JCU and signed by all individuals who have been determined to be Inventor(s) and Author(s) of the Sponsored Computer Software.

E. Other Applicable Policy. Sections I.E. and I.F. of this policy apply to Sponsored Computer Software and to Inventors and Authors of Sponsored Computer Software as if Sponsored Computer Software were a Supported Invention.

### **Section IV. Unpatented Materials**

#### A. Definitions.

Unpatented Materials (including biological materials). Means cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals, and other materials useful for research or for commercial purposes for which patent applications are not filed or if filed, do not issue, where such materials are developed by persons covered by this policy:

- Under or subject to agreement between JCU and a third party; or
- With the use of direct or indirect financial support from JCU, including support or funding from any outside source awarded to or administered by JCU; or
- With use (other than incidental use) of space, facilities, materials, or other resources provided by or through JCU.

Contributors. This means those individuals who are determined by the head of the laboratory/department or the principal investigator of a research program, as applicable, to have made a contribution to the development of the Unpatented Materials.

B. Ownership and Commercialization. JCU shall own all rights in Unpatented Materials and may make the appropriate distribution in the public interest, including licensing or transferring Unpatented Materials,

for research and commercial purposes. Individuals named as Contributors shall be entitled to a share of licensing revenues in accordance with paragraph B of Section V of this policy.

## **Section V. Royalty Sharing**

A. Distributable Royalties. JCU employs a single uniform structure for distribution of royalties to Inventors, Authors, and Contributors (for the purposes of this Section V, collectively, “Creators” and each a “Creator”). JCU will distribute Net Royalties received by JCU from the licensing or other distribution of its intellectual property or technology covered by this policy, as and to the extent provided in this policy. Net Royalties are calculated based on gross receipts consisting of cash and securities or other equity shares in an enterprise received by JCU in return for use of its intellectual property but do not include other non-cash benefits, sponsored research funding, or other financial benefits such as gifts. Net Royalties equal those gross receipts that JCU is entitled to retain, less: (i) JCU’s out-of-pocket costs and fees associated with securing, maintaining, and enforcing intellectual property protection such as patenting and litigation expenses, (ii) out-of-pocket costs incurred by JCU in the licensing of the intellectual property and (iii) any out-of-pocket expenses in making, shipping or otherwise distributing biological or other materials (including, without limitation, Unpatented Materials). As used herein, the term “Creation” shall mean any Invention, Computer Software, copyright, or Unpatented Material as to which Net Royalties are to be distributed in accordance with this policy.

B. Standard Distribution Method. Except as otherwise provided in this policy, the following formula will apply to the distribution of Net Royalties among Creators, their respective research laboratories/departments, and JCU, based on amounts received by JCU:

Administrative fee – 15%  
Of the remainder:  
Creator personal share – 35%  
Creator research share – 15%  
Creator Department/laboratory share – 15%  
JCU share – 35%

C. Alternative Distribution Methods. Net Royalties earned from licensing of Creations with multiple Creators will be distributed as follows:

- Among multiple Inventors and/or Authors for a single patented invention or copyright: Personal shares will be allocated among Inventors and/or Authors according to a written agreement among them or, if there is no agreement, in equal shares. Research shares and department/laboratory shares will be allocated equally where Inventors or Authors come from different laboratories/departments, regardless of the number of Inventors/Authors from each laboratory/department unless otherwise agreed upon among all Inventors/Authors.
- Among multiple Contributors to a single Unpatented Material: Personal shares will be apportioned among Contributors as they mutually agree in writing or, if no agreement is reached among the Contributors, according to an administrative determination of apportionment that shall be made by the head of the laboratory/department in which the Unpatented Material has been made. Research shares and department/laboratory shares will be allocated as in paragraph C.1 for patented inventions and copyrights.
- For multiple Creations licensed as a package: First, Net Royalties will be allocated among the licensed Creations as agreed in writing among all Creators or, if no agreement, in equal shares among such Creations. In the alternative, upon request of any of the Creators, the President or designee will determine the relative value of the package of each of the Creations. The foregoing



notwithstanding, where an executed license agreement assigns different values to different Creations licensed as a package, that value shall be the value assigned for purposes of allocating Net Royalties among such Creation. Second, the Creator's personal share and the research, department/laboratory shares of Net Royalties so allocated to each of the Creations in the package will be allocated in accordance with paragraph C.1 or C.2, as applicable.

D. Rights of Appeal. Administrative decisions made under paragraphs C.2 and C.3 above may be appealed by the persons affected to the Intellectual Property Committee for final determination provided the appeal is made in writing to the PRESIDENT OR DESIGNEE within 45 days of such persons receiving written notification of the administrative decision.

E. Portability of Royalty Shares. Personal royalty shares will be payable to Creators regardless of their employment status at JCU or elsewhere. Research shares will not follow individuals leaving JCU, but will be payable to the individual's JCU laboratory or, if no such laboratory remains, the individual's JCU department. Where an individual leaves one department and/or laboratory for another at JCU, the departmental and/or research share will move with him or her.

## **Section VI. Intellectual Property Committee; Changes to Policy**

A. Overall Responsibility. JCU's Intellectual Property Committee, appointed by the President, shall be responsible for interpreting this policy and resolving questions and disputes concerning it. From time to time, the Committee may suggest changes to this policy on its own initiative or at the request of the President or Board of Trustees.

B. Other Responsibilities. Other responsibilities of the Committee include the hearing of appeals as provided under this policy and such other duties as may be assigned from time to time by the President and JCU's Board of Trustees.

C. Changes to Policy. In addition to the right to make changes specifically provided elsewhere in this policy, JCU reserves the right to amend or modify any of the terms of this policy as it may determine from time to time. The Board of Trustees and President shall have the power to make such amendments and modifications. Any such modification or amendment shall become effective upon adoption by the Board of Trustees or as of such other time as the Board of Trustees shall specify.

## **Section VII. Miscellaneous**

A. Implementing Procedures and Documentation. The PRESIDENT OR DESIGNEE shall have responsibility for developing procedures and documentation as necessary for implementing this policy. Implementation procedures as recommended by the PRESIDENT OR DESIGNEE shall be subject to the approval of the Intellectual Property Committee.

B. Further Assurances of Covered Persons. By making use of JCU's facilities and/or by participating in JCU-administered research programs and/or activities of JCU that are subject to agreements with third parties, persons covered by this policy agree to assist and cooperate with JCU in those actions reasonably undertaken by JCU pursuant to this policy. All expenses related to providing assistance and cooperation shall be the responsibility of JCU.

C. Applicability of New Policy Provisions. For the avoidance of doubt, except as otherwise specifically provided, this policy does not apply to Inventions, Copyrights, Computer Software and/or Unpatented Materials made or developed prior to the effective date of this policy.

## **General Policy #12: Disclosure of Misconduct Policy**

### **Policy:**

The purpose of this policy is to set forth the Jarvis Christian University policy on disclosure of misconduct and to protect individuals from retaliation in the form of an adverse employment action for disclosing what they believe evidences certain unlawful or unethical practices.

### **Scope:**

This policy is applicable to all employees and those seeking employment with the University.

### **Statement:**

It is the policy of Jarvis Christian University that employees and applicants shall be free without fear of retaliation to report conduct within the University that they reasonably believe may constitute misconduct including, but not limited to, the following: wire fraud, mail fraud, bank fraud, securities fraud or questionable accounting and internal controls, auditing matters, harassment, discrimination, hostile workplace, safety and security issues, illegal or unethical business practices, wrongful termination, hate messages, cyber-bullying, faculty and staff handbook violations, violations of laws, mismanagement, waste of institutional resources, and abuse of authority.

A representative of the University shall not take or refuse to take any employment action in retaliation against an employee or applicant who reports possible misconduct under this policy in good faith or who, following such disclosure, seeks a remedy provided under this policy or any law or other University policy. However, employees or applicants who knowingly file false or misleading reports, or without a reasonable belief as to truth or accuracy, will not be protected by this policy, and in the case of an employee, may be subject to disciplinary action, including termination of employment.

### **Process for Disclosure:**

An employee or applicant shall disclose all relevant information regarding evidenced misconduct to the President or designee in a signed written document within ninety (90) days of the day on which he or she first knew of the misconduct. The President or designee shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure. The President or designee will contact the complainant within 5 business days and acknowledge the reported violation was received. The complainant will be notified about what actions will be taken. If no further action or investigation is to follow, an explanation for the decision will be given to the complainant. Any complainant who reasonably believes they have been retaliated against in violation of this policy shall follow the same procedures as they did when they filed the original complaint. In the case of disclosure of misconduct involving the President, the disclosure shall be directed to the Chairman of the Board of Trustees. The Chairman or Board Designee shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure.

## HR SECTION 4.0: HUMAN RESOURCES (HR) PROCEDURES AND PROCESSES

### Vacancy Postings and Hiring Procedures for Full-and Part-Time Employees:

Requests to fill an existing vacancy or create a new position requires approval from the University President. All job announcements must have the President's approval prior to publishing. The procedures are as follows:

- Vacancy Announcements:
  - Department head(s) informs HR of vacancy.
  - The HR representative will provide the most updated job description(s) to the department head(s) for review.
  - The Vice President of the specific division will email the President for approval to post the job announcements.
  - Upon final approval, the HR representative will publish the announcement on multiple job sites.
  - The HR representative will review all incoming resumes for basic criteria and qualifications and will forward those resumes to appropriate the department head(s) for review.
  
- Interview Process:
  - The Vice President of the specific division will send an email to the President, with the names of the interview committee as well as the names and resumes of the applicants, requesting approval to conduct interviews.
  - Upon approval, the HR representative will contact the applicants and set up interviews. If disapproved, the HR representative will contact the department head(s) of any changes the President has made.
  - The chair of the interview committee will be responsible for forwarding the interview questionnaires to the HR office immediately after the interview.
  - **Once the Vice President has identified the applicant to hire, the Vice President will prepare a Personal Action Form (PAF) and meet with the Vice President of Finance and the President for signatures and approval prior to submitting the document to HR for processing. The President reserves the right to modify the hire dates and salary at their discretion.**
  
- Selection/On-Boarding Process:
  - The Vice President will forward a completed and signed Personal Action Form (PAF) to the Office of Human Resources (HR will review for signatures/approval prior to contacting applicant). The HR Staff will contact the applicant to verify a tentative start date and salary, and inform them that their start date will be contingent upon the results of their background check. The start date may be adjusted to reflect at least 15 days in the future (this will allow for the background check to be completed). The HR representative will contact those not selected.
  - The HR representative will prepare a **Notice of Assignment** (NoA), attach the background check, reference check, resume, transcripts, cover letter, and interview questionnaire results, and forward the packet to the Office of the President for Signature.
  - Once the President has signed the NoA, the HR representative will contact the applicant and inform them that they passed their background check and inform them of their hire date, set up a date for new hire orientation, obtain IT login/Jenzabar information, and push out the

request for Paycom onboarding. The HR representative will inform the appropriate department of the time to pick up their new hire.

- The HR representative will provide the signed copy of the NoA and PAF, and payroll authorization form (if needed), to the Payroll Office for processing.

**NOTE:** Employment at Jarvis Christian is an **“At Will” relationship**; either the employee or the employer may dissolve the employment relationship at any time, with or without cause, and with or without notice.

**No employee shall be permitted to perform services on behalf of the University until the Notice of Assignment is signed and returned to the HR office**

### **Vacancy Postings and Hiring Procedures for Adjuncts:**

All requests to fill Adjunct openings must be submitted at follows:

- Vacancy Announcements:
  - Department head(s) informs HR of vacancy.
  - The HR representative will provide the most updated job description(s) to the department head(s) for review.
  - Upon approval, the HR representative will publish the announcement on multiple job sites.
  - The HR representative will review all incoming resumes for basic criteria and qualifications and will forward those resumes to appropriate the department head(s) for review.
- Selection Process:
  - Department Chairs/Deans will review resumes received and identify the applicant(s).
  - Department Chairs/Deans will contact the applicant and inquire if they are still interested in teaching.
  - Department Chairs/Deans will provide the applicant with the required information to teach and will also forward all supporting documents to the HR representative to begin the hiring process
- Modified On-Boarding Process
  - The HR representative will contact the applicant for the onboarding process and prepare the packet for the President’s signature.
  - Adjuncts are considered ‘Temporary Employees’, and therefore are set up differently in Paycom and are paid differently than a regular full-time employee.
  - Adjunct will receive email and Jenzabar credentials.
  - Adjuncts will receive a Paycom invite for payroll/HR process.
  - Adjuncts will be identified as temporary in Paycom, and marked as ‘Commission’ for pay.
  - Adjuncts receive a set salary per class taught. Those with a Ph.D. will receive \$2,000 (\$3,000 for graduate classes) per class that has five students or more; less than five students, the class is prorated at \$400 per student. Those with a Master’s Degree will receive \$1,625 per class that has five students or more; less than five students, the class is prorated at \$325 per student. Those with Lab assignments will receive an additional fund of 666.70 for a full class or may be prorated at \$133.34 per student less than 5 students.
  - Adjuncts do not receive any benefits; they receive their flat rate only.

- Adjuncts receive pay once a month at the end of the month. In the event a contract is late, HR will work with the payroll office to prepare a special pay to catch those adjuncts up.
- Adjunct pay is disbursed based on how long the assignment is. If the assignment is 3 months long, then the salary is divided by three and paid at the end of every month until the assignment is paid in full.

### **Accommodation of Employees/Applicants with Disabilities:**

#### **ADA Procedures:**

Title 1 of the Americans with Disabilities Act of 1990 prohibits private employers, state and local governments, employment agencies, and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment. The ADA covers employers with 15 or more employees, including state and local governments. It also applies to employment agencies and to labor organizations. The ADA's nondiscrimination standards also apply to federal sector employees under section 501 of the Rehabilitation Act, as amended, and its implementing rules.

#### **Scope:**

This applies to all employees and applicants who are seeking employment.

#### **Remarks:**

An individual with a disability is a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities;
- Has a record of such an impairment; or
- Is regarded as having such an impairment.

A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job in question. Reasonable accommodation may include, but is not limited to:

- Making existing facilities used by employees readily accessible to and usable by persons with disabilities.
- Job restructuring, modifying work schedules, reassignment to a vacant position;
- Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

Accommodations vary depending upon the needs of the individual applicant or employee. Not all people with disabilities (or even all people with the same disability) will require the same accommodation.

#### **Requests for Reasonable Accommodations:**

- Employees who are disabled and require accommodations should contact: their immediate supervisor, department chair/director and/or Human Resources.
- Applicants/employees who request accommodations may be asked to provide a statement from a physician or other health care professional explaining the individual's limitations. The statement must include an anticipated end date. The employee can always submit an updated statement to

extend the date if needed. The University at its discretion may require a medical examination or medical inquiry to confirm the individual's limitations by a health care professional it chooses.

- Applicants/employees not satisfied with the accommodations provided, should contact the HR office.

### **Notice of Assignment Procedures:**

The duration of the assignment is based on a fiscal year (July 1 – June 30). At least thirty days prior to the end date of an assignment, the Notices of Assignment (NoA) or a Non-Renewal Letter will be provided to the employee.

- Recommendations not to renew assignments shall not be based on an employee's exercise of constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age.
- No later than 45-days prior to fiscal year-end, department head(s) are responsible for informing the President and the HR representative of their non-renewal recommendations.
- All recommendations for non-renewal must be accompanied by the department and division letters of recommendation as well as any supporting documents such as counseling statements or reprimands.

**Assignment Extensions:** Reasons for not extending an employee's assignment shall include, but not be limited to:

- financial exigency;
- deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or communications;
- failure to fulfill duties or responsibilities;
- incompetence or inefficiency in the performance of required or assigned duties;
- inability to maintain discipline in the classroom or at assigned school-related functions;
- insubordination or failure to comply with official directives;
- failure to comply with board policies or administrative regulations or policies;
- conducting personal business during school hours when it results in neglect of duties;
- drunkenness or excessive use of alcoholic beverages; illegal use of drugs; hallucinogens, or other substances regulated by the Texas controlled substances act;
- conviction of any felony or any crime involving moral turpitude;
- failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy;
- failure to meet Jarvis Christian University's standards of professional conduct;
- a significant lack of student progress;
- assault on an employee or student;
- falsification of records or other documents related to Jarvis Christian University's activities; or
- misconduct.

**Duration of Assignments:** The length of an assignment:

- **Staff Personnel** – Twelve Month (12) assignment, except for those staff employees mentioned below.

- Other Staff Personnel – At the discretion of the President, support personnel may be employed on a nine, ten or eleven-month basis or even part-time.
- **Faculty** – Assignments will generally be nine, ten, or eleven or twelve-month.

### **Wage and Labor Guidance:**

Jarvis Christian University is subject to the minimum wage and overtime pay provisions as stated in the Fair Labor Standards Act of 1938, as amended. Employees who are covered by this law will be paid no less than the minimum wage.

### **Payday:**

- **New Hires:** The first paycheck will be a paper check.
- **Full-time exempt** employees are paid monthly, on the last working day of the month.
- **Non-exempt employees (full-time/part-time)** are paid twice a month, the 15<sup>th</sup> and the 30/31<sup>st</sup> of the month. These employees must clock in via the timecard in Paycom. Supervisors are required to approve employee timecards and submit them to the Payroll Office on or before the designated due date.
- **Involuntary terminated employees** will receive their last check **no later than six calendar days from termination. It will be a paper check they will pick up at the business office window.** Employees must turn in keys, badge, and any other Jarvis property immediately upon termination. Failure to turn in the required property may result in legal proceedings.
- **Employees who voluntarily resign or quit** will receive **their check (paper check) no later than the next scheduled payday run.** Employees who quit or resign are required to conduct an out-processing review with the Director of Human Resources on their last day of work.

### **Overtime Pay:**

- **The Fair Labor Standards Act** established minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees. Covered non-exempt workers are entitled to a minimum wage of not less than \$7.25 per hour effective July 24, 2009. Overtime pay at a rate of not less than one and one-half times the regular rate of pay is required after 40 hours of work in a workweek.
  - Prior approval by the immediate supervisor, senior administrative officer, and the President of the University is required before allowing employees to work overtime.
  - Overtime is a case-by-case basis and must follow the payroll time period. Overtime must be approved by the President of the University prior to implementation.

*Salaries: Salaries are reviewed at the discretion of the President. The President determines salaries based on the yearly budget.*

### **Employee Status and Classification:**

#### **Employment Status:**

- **Exempt Status** – this position meets the FLSA tests for exemption. Exempt employees are not paid overtime for the time worked in excess of 40 hours. This status requires a salary basis of no less than \$684 a month and meet the job duty requirements as stated for Administrative, Executive, Professional and Outside Sales Employee. Employees in this status are paid once a month.

- **Non-Exempt** – this position does not meet the FLSA test for exemption from the overtime and timekeeping provision. Employees who are non-exempt are entitled to overtime (excess hours over 40 hours in a workweek) and will be paid no less than minimum wage. These employees are paid twice a month.

### **Employment Classification:**

- **Full-Time Staff** – 12-Month employees who work 40 hours a week per terms of the agreement are considered full-time and entitled to all employment benefits offered. 9/10/11-month FT employees are also entitled to all benefits, except vacation leave.
- **Part-Time/Temporary/Seasonal Staff** – Employees who fall under this category are not entitled to any employment benefits or paid time off.

### **Emeritus Staff:**

Administrative and general staff employees may be granted the Emeritus designation at the time of or after retirement. If granted, the term Emeritus is added after the title held at the time of retirement. Candidates for Emeritus status must have been associated with the University for at least ten years and must have contributed unusually meritorious service to Jarvis Christian University.

The procedure for nomination and appointment of staff to Emeritus status is the same as that for staff promotion. Emeritus status does not entitle the holder to any mandatory compensation from Jarvis Christian University, but such persons are accorded full staff benefits in the matter of cultural and social activities and attendance at Jarvis Christian University-sponsored events. The names and titles of all Emeritus staff members are printed in the University Catalog.

### **Financial Exigency:**

Should a condition of financial exigency or the threat of it ever exist at the University, the Board of Trustees and its standing committees, the President of the University ("President"), the administrative officers, and the appropriate committees will participate in a manner consistent with their duties and purviews as defined in the By-Laws of the Board of Trustees.

Financial Exigency is an imminent financial crisis that threatens the survival of the University as a whole and that cannot be alleviated by less drastic means than reductions in professional staff including the termination of appointments. ("Termination" refers to the release of personnel through means other than non-renewal of contract: e.g., the early ending of an unexpired contract in the case of personnel or the release from the contract of untenured/tenured faculty members).

Recommendation to the Board of Trustees on whether to declare Financial Exigency is the sole prerogative of the President. President shall make a recommendation to the Board whether to declare financial exigency. The Board of Trustees, alone, has the authority to declare a state of financial exigency.

### **Employee Files:**

#### **Guidance:**

The University shall require the maintenance of a uniform system of personnel records for all employees. It is the responsibility of the Director of Human Resources to ensure all records are maintained with the most current and up to date employee documents and are complete in accordance with regulatory guidance.



The majority of all employee files are currently in the form of paper copies. With the onset of Paycom, onboarding, new employee files, and pay and time off actions are conducted electronically, with a backup paper copy until transfer has been completed. The Director of Human Resources is the custodian of all personnel records. For clarification purposes of this policy, the following definitions are for reference:

- **Document:** written, tangible material, about that specific employee, located in either the Personal Identifiable Information (PII) file or the Personnel File, including, but not limited to, any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations, etc.
- **Personnel file:** Single official file in the HR Office that contains documents about that specific employee.
- **Employee file:** Single official file in the HR Office that contains employee documents such as documents with PII, medical documents, or financial documents.
- **Third Party:** any person or entity not regularly employed, or employed under contract by the University.

### **Scope:**

This policy applies to the HR Office and Jarvis employees, however, it is the responsibility of each and every employee to review their electronic file yearly in Paycom to ensure that all entries are correct and updated to the best of your knowledge. The best time to ensure your electronic file is up to date is during enrollment season every December. For questions about retention for student files, please contact the admissions office.

### **Personnel Files:**

Personnel files (hard copy) are maintained on active and inactive employees in the HR Office. For the purpose of this policy, the focus will be on active employees. Each active employee has two files:

- **Employee File:** This file holds all information relating to pay, worker's comp., insurance enrollment, doctors notes, FMLA documentation, HIPPA documents, financial documents, and any other document that has PII information on it. The PII file is not accessible to supervisors.
- **Personnel File.** This file holds training documents, evaluations, Notices of Assignment, leave forms, transcripts, resume's, and non-PII hiring documents.

It is the duty of each employee to provide the HR Office with certificates, original transcripts, degree and educational information.

- The HR Office and Payroll will no longer ask for any pay related documents such as W4's, direct deposit information, benefit information, etc. It is up to the employee to update the information in Paycom. If an employee needs assistance or needs to reset their password on Paycom, they may contact the HR Office.
- It is the duty of each employee to update changes in personal or employment information such as:
  - Changes in address
  - Marriage/Divorce/Death
  - Birth
  - Emergency contact information
  - Name change's

All information contained in the personnel file is the property of Jarvis Christian University and is not available for review by anyone other than the employee, his/her supervisor, and the HR Office. Employees

may examine their personnel files after contacting the human resources department in advance to schedule an appointment; however, these documents may not be removed from Jarvis Christian University's premises or photocopied without the specific authorization of the Human Resources Director.

If an employee believes that information in their personnel file is incorrect, they must submit a written request to change the information to the Director of Human Resources. If such a request is granted, the human resources department will make the change in the presence of the employee. If the request is denied, an employee can ask to place a statement of disagreement in the file. This statement of disagreement will become a permanent part of the employee's file.

Jarvis Christian University considers falsification of personnel records to be a serious offense that, upon discovery, can lead to disciplinary action up to and including termination. Jarvis Christian University retains all human resource records for five (5) years after an employee leaves employment.

No document, except those resulting from routine record keeping, shall be placed in the employee's personnel file until that employee has been presented with the original document and a copy prior to filing. The employee, upon receipt of the original document, shall sign the original document attesting receipt of the copy. The signature shall not be construed as an agreement on the contents of the document.

Any rebuttal or response to a document placed in an employee's personnel file shall be submitted by the employee within fifteen (15) working days of the date the original document was signed. The time period may be extended for ten (10) days provided a written request is made for such an extension within the original fifteen (15) day period. Any rebuttal or response to a document shall be dated and signed by appropriate personnel and shall be attached to the original document when placed in the personnel file.

**Records Management and Retention Procedures:** Jarvis Christian University recognizes the need for orderly management and retrieval of all official records and a documented records retention and destruction schedule congruent with all state and federal laws and regulations.

- All records will be retained for the minimum periods stated in the Records Retention Schedule. All records must be maintained until all required audits are completed. The records should be kept beyond the listed retention periods when there is a probability of litigation either involving the records or requiring their use.
- Certain inactive records are retained to meet legal and fiscal requirements or future administrative needs, or because of historical significance. Department heads are responsible for the management of their department's records, including the records of all faculty and staff members within their departments.
- Vital records or records which are necessary for the continuation of the University's operation following a disaster will be identified and protected.

### **Record Retention Schedule**

- Employee Benefit Plans are kept for the life of the plan and held one year after the plan expires.
- Payroll/wage records, which includes name, address, sex, date of birth, occupation, pay rates, wages, and length of workweek, are retained for a minimum of seven (7) years. Payroll/wage records are held in the business office/payroll office.
- Personnel Records are kept for a minimum of five (5) years or longer if necessary, depending upon the situation.

- Employment applications and resumes are held electronically for one (1) year.
- For retention schedules pertaining to students, registration, admission, etc., please contact the Registrar.
- For retention schedules pertaining to finances, please contact the Finance and Business Administration Office.

## **GRIEVANCE & COMPLAINT PROCEDURES**

### **Grievance Procedure**

Jarvis Christian University is committed to providing the best possible working conditions for all employees. This commitment strives to ensure that all employees are treated fairly in all matters relating to their employment. If a problem or concern cannot be resolved at the supervisor, department chairperson or vice president's level, then the employee can make a written request to the Human Resources Director or Vice President for Fiscal Affairs\* to have their concerns heard by the Grievance Committee. The grievance procedure commences only after all informal means have been exhausted through the lines of communication and authority and is available only to full-time non-probationary employees of the University. Employees have a right to participate in the established grievance process without fear of reprisal. However, please understand that all problems cannot be successfully handled to the exclusive satisfaction of all parties involved. The faculty, staff, and administration of Jarvis Christian University maintains that if all affected individuals, and groups, work collaboratively many situations can be resolved to the general satisfaction of all involved.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps:

1. Employee presents grievance to immediate supervisor after the incident occurs. A written grievance statement should be submitted to the supervisor outlining the following:
  - a. nature of the grievance and facts upon which it is based;
  - b. the law(s), rule(s), regulation(s), policy(s) or procedure(s), if any, alleged to have been violated;
  - c. the remedy or relief requested.

If the supervisor is unavailable or employee believes it would be inappropriate to contact that person, the employee may present the problem to the next level of management. This statement must be submitted within ten (10) working days following the event on which the grievance is based.

2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. The supervisor should give his or her written response within ten (10) working days after statement is received. All documentation should be forwarded to the Human Resources Director for retention.
3. If the employee is dissatisfied with the supervisor's response, a written appeal stating the reasons for continued dissatisfaction may be made to the next level or division vice president. Copies of the grievance statement and the supervisor's response should be attached. This appeal should be

submitted within (10) working days of the supervisor's response. A copy of the appeal and all attachments should be forwarded to the Director of Human Resource.

4. The area manager if applicable, or vice president receiving the appeal will investigate the grievance. This may include meetings with the employee, supervisor, and the Human Resources Director. After reaching a decision, the area manager or vice president will send a written response to the employee within (10) working days after receipt of the appeal. A copy of the decision will be sent to the Human Resources Director including proposed sanction, if any.
5. If the employee is dissatisfied with the vice president's response, a written appeal stating the reasons for continued dissatisfaction may be made to the Human Resources Director for submittal to the Grievance Committee within (5) working days of the vice president's response. This appeal includes a statement of the resolution sought and copies of all previously written statements concerned with the case.
6. The Human Resources Director will notify the President of the appeal to the grievance committee. The President will review the grievance committee to insure that the committee is composed of faculty/staff members not previously involved in the process. Copies of documents provided to the President will be transmitted to the committee. A hearing will be scheduled within (5) working days.
7. The committee will meet, select a recorder and review the case. The committee moves to conduct an investigation with access to all pertinent files, records, interviews with faculty, staff and administrators as appropriate. The committee will submit a report to the President within (5) working days recommending the following:
  - a. Rejection of the complaint (i.e. for insufficient grounds or appropriate action previously rendered) or
  - b. Acceptance of the complaint, with recommended sanction.
8. The President reviews the file and accompanying recommendation and gives the grievant and the accused employee written notification of the disposition of the case within (5) working days of the receipt of the committee's recommendation.

*\*In the absence of the Human Resources Director, the Vice President for Fiscal Affairs will serve in that capacity.*

### **Evaluation Guidance:**

#### **Performance Evaluations for Staff**

This policy is applicable to all regular, continuous employed, staff, regardless of time worked (FTE). This policy is not applicable to faculty or students.

#### **New Hire Probationary Period**

A probationary period of six (6) months shall prevail for newly employed general staff and administrative personnel. The purpose of the probationary period is to allow time for a supervisor to orient an employee

to the work requirements and expectations of the position and to determine whether or not the employee demonstrates satisfactory knowledge and skills in the performance of the work assignments. At any time during the probationary period, either party may terminate employment without notice. Employment at Jarvis Christian is an “at will” relationship; either the employee or the employer may dissolve the employment relationship at any time, with or without cause, and with or without notice.

Staff members who **transfer** to new positions also must complete a six-month probationary period. If the adjustment is not satisfactory, the individual may be returned to his or her previous position or a similar position, if either is available and circumstances so warrant.

### **Performance Evaluations (Staff Employees)**

It is the policy of the College to conduct performance evaluations with employees at least on an annual basis. However, performance evaluations may be conducted more frequently as determined by the administrator. New employee evaluations will be conducted in accordance with procedures established under Orientation for New Employees (See Orientation Period). Reviews with employees on a scheduled basis are an employee development activity intended to assist and motivate employees to attain their maximum potential. Faculty employees will refer to the faculty handbook.

Supervisors are responsible for conducting thorough, impartial and timely performance evaluations with employees who report directly to them. Evaluation forms are intended to assist supervisors in recording their assessments of employee performance and in communicating their appraisals with employees.

The written results of an evaluation, including supervisor and employee signatures and any statements, will be retained in the department, and the staff member shall receive a copy of his/her finalized performance evaluation upon request.

The date of the last performance evaluation for each employee shall be maintained by the department on the Human Resource System. Evaluation forms may be obtained from the Human Resources Office.

### **Supervisor Training**

All supervisors who conduct performance evaluations are required to receive training in the techniques of a uniform and effective staff performance evaluation program at least once every three years.

These training sessions should include presentations and discussions of such subjects as:

- Detailed explanation of the employee performance evaluation and rating system to be used.
- Instructions as to what the administration of the department expects in the way of performance standards and the requirements for disseminating the expectations to all staff members
- The requirements and desirability of maintaining an effective and uniform evaluation program within and among all units of the department
- Caution about the pitfalls of common errors which can cause problems in performance rating, including:
  - rating all staff as average
  - allowing one aspect of a staff member's performance to influence the entire evaluation
  - over-valuing or under-valuing a given factor
  - discriminating based on race, sex, age, religion, ethnicity, color, national origin, sexual orientation, religion, veterans' status, or qualified disability

Criteria used to evaluate the performance of the staff should be directly related to the skills, abilities, and behaviors required to accomplish the work. The criteria or factors may vary with the type of work being reviewed. A current job description should be maintained on each position.

### **Process Improvement Plan**

In the event that a staff member is rated "Needs Improvement" or "Unsatisfactory," with a serious problem concerning performance and/or behavior, and the staff member does not show satisfactory progress upon being informed of the deficiencies, a department should recommend a Process Improvement Plan to address any deficiencies. (This type of Process Improvement Plan should not be used for minor deficiencies; minor matters should be reviewed in the supervisor's daily contact with the staff member.) The following procedures are suggested for conducting Process Improvement Plan:

- The immediate supervisor or higher ranking supervisor should initiate the action for staff deficiency review.
- The staff member should be given a clear explanation of the deficient performance or problem behavior.
- The expected level of performance or behavior and the action necessary to meet the expectations should be outlined, along with the time frame allowed for improvement and the consequences for failure to meet the standards set forth.
- At the close of the review, the staff member should be advised as to when the matter will again be discussed, and this date should be noted.
- The supervisor shall "follow up" the review on the date set to determine whether the staff member is making progress in the correction of the problems outlined in the review, or whether further corrective action is needed.

In the event that the staff member's performance does not improve, the department may find it necessary to take further disciplinary action, including discharge. Appropriate records should be shared with the employee and higher ranking supervisor and maintained in the employee's personnel file in the department.

### **Employee Benefits:**

#### **Procedure:**

Jarvis Christian University values the health and well-being of its employees. The University is committed to providing a healthful and productive employment environment, and, consistent with that commitment, the University offers health and wellness benefits, life insurance, accident insurance, and retirement investing opportunities to our eligible employees.

#### **Scope:**

This policy applies to all eligible employees.

#### **Types of Benefits:**

- **Health and other Policies:** Jarvis Christian University wants to ensure all regular full-time employees of the University are eligible for participation in the University's Group Insurance plan

(Medical, Dental, Vision, Life, Disability, Critical Illness, Accident, Legal Shield, and ID Shield). The University pays a portion of the Health premiums, and the employee pays the remainder. For all other policies, the employee chooses, the employee pays the whole premium. All new employees are eligible for group insurance 30-days from hire and must enroll or waive coverage within 30 days of employment.

- **Social Security:** All employees of the University are covered under the Federal Insurance Contributions Act (FICA), also referred to as the Social Security Program. The University and employee contribute a designated percent of the employee’s salary for FICA coverage in accordance with the established rate.
- **Workers’ Compensation Insurance:** The University carries Workers’ Compensation Insurance, which is maintained in accordance with the laws of the State of Texas. The insurance is provided without cost to all employees.
  - All injuries received while performing duties must be reported immediately to the immediate supervisor. The First Report of Injury Form (Appendix H) must be completed and forwarded to the HR office. The required forms are submitted to the insurance carrier and Industrial Accident Board as appropriate. When no sick leave or vacation leave is remaining, the employee may be compensated at a rate established by the Texas Workers’ Compensation Act.

In cases where the employee has no sick leave or vacation accrued, there is a seven-day waiting period before compensation begins. In no instance should an employee receive full salary from the University and Workers’ Compensation pay at the same time.

- **Retirement/Investment Plan:** The University offers a defined retirement plan option, a 403(b) plan, for employees through VOYA Financial. There is no waiting period; however, after being employed for six months, the University will contribute up to three (3) percent of the employee’s salary. (Note: vesting refers to the percentage of the University’s investment into your plan that you retain upon your departure):

1-23	Months of service	0%
24-35	Months of service	20%
36-47	Months of service	40%
48-59	Months of service	60%
60 +	Months of service	100%

- **Cafeteria Plan (Section 125):** For those employees who had purchased the Colonial Life Insurance plan, which affords tax savings to employees by using qualified insurance premiums, the plan has been closed to future enrollments. The employee plans will still be maintained, but it is no longer offered to our future employees.
- **Christian Church of Disciples of Christ:** For those employees who have been grandfathered into the pension plan, administered by the Disciples of Christ, this plan provides long-term disability and term life insurance benefits. Employees have been permitted to contribute 6% or 14% of their salary for the first two years of active continuous service. The University contributes 8% beginning with the third year of active continuous service, while the employee contributes 6%. The employee plans will still be maintained, but it is no longer offered to our future employees.

- **Professional Development:** Jarvis Christian University recognizes that the key to a successful educational program is a well-trained, competent staff dedicated to professional growth. While professional growth through participation in ongoing staff development activities is the responsibility of all employees, the University encourages such professional growth. Therefore, the University is committed to the development and scheduling of appropriate staff development activities, which will enable employees to effectively meet their responsibility. Employees are to submit professional development requests to their supervisor for approval.
  
- **Staff Development:** An effective staff development program that meets identified student, University, and personal needs must:
  - serve all employees;
  - meet the identified needs of staff;
  - provide an appropriate balance among skills training, skills maintenance, and program development; and
  - provide input from staff members in program development.

In accordance with this policy, the University will maintain a staff development program, committing time and available resources to enhance the skills and attitudes of its employees. Jarvis Christian University recognizes that an appropriate orientation program can aid in the assimilation of new staff members into the University community and can also contribute to the continued growth of returning personnel.

The University provides mandatory orientation for all employees. Each new employee receives information on the University's history, mission, vision, and values, as well as relevant Board directives and policies. In addition to this general information, each employee receives an orientation to their functional unit from their supervisor.

All employees shall participate in the in-service program unless a medical certificate attesting to illness is presented, or an emergency leave is granted and approved by the President. Vacation shall not be approved unless a specific exception is granted by the President in advance. In-service training programs shall address matters related to all aspects of the University community.

Employees of the University with at least one (1) year of service may take up to three (3) semester hours during the regular workday at Jarvis Christian University to increase their competence and/or work performance in their current position and to prepare them for advancement.

**Library Services:**

Books are loaned to faculty/staff for a two-week period but may be re-checked after that time for further use. All books are subject to recall if needed by other patrons. Books charged to a faculty/staff member should not be loaned to students without a change of library record. Spouses and children of faculty/staff members may charge materials out for the regular loan period and are liable for any lost book charges or fines incurred.



## **HR Policy #1: Employee Tuition Discount Benefit**

### **Policy:**

Jarvis Christian University encourages all benefit-eligible employees to take advantage of all opportunities that will assist them in the development of their skills and educational needs. As a benefit to our full-time eligible employees, **JCU is offering a 50% tuition discount on undergraduate studies while enrolled at Jarvis.** The following is a description of the program and includes information on eligibility, requirements for participation, and directions on how to request this benefit.

### **Scope:**

This policy applies to all benefit-eligible faculty and staff who meet the eligibility requirements.

### **Statement:**

#### 1. Eligibility:

- a. All benefit employees are eligible for a 50% discount on their Jarvis tuition.
- b. Employee must apply prior to the semester in which the discount is sought.
- c. Eligibility for employees begins with the semester following the completion of the employee's probationary period.

#### 2. Tuition Discount Guidelines:

- a. The 50% discount only applies to courses taken from Jarvis Christian University.
- b. The cost of textbooks, registration, housing deposit, room and board, tuition deposit for freshman and transfer students, and any and all other costs, charges, and fees, including the mobile computing and the technology fees, are the responsibility of the employee and must be paid when due.
- c. Employees are required to fill out the FAFSA prior to requesting a tuition discount. The discount will be applied upon final approval from the President.
- d. All employees requesting the tuition discount must meet all admission requirements and complete all required applications and other registration procedures within the established guidelines.
- e. Employees that do not meet satisfactory academic progress (SAP) at the end of the academic year will be ineligible for the tuition discount until the minimum SAP standards are met again.
- f. Tuition discounts does not cover non-degree earning offerings.
- g. Tuition discount may not be used to "audit" a course.
- h. Employees may use the discount for in-person or online courses.
- i. Tuition discount will not be applied retroactively for courses taken during previous semesters.
- j. By accepting the tuition discount, employees authorize the release of their grades by the Registrar's Office to the Director of Human Resources within thirty (30) days of the close of the academic semester.
- k. Tuition discount does not cover courses that have to be retaken due to failed grades.
- l. Tuition discount does not cover study abroad charges.
- m. Emergency withdrawals are handled on a case-by-case basis.
- n. When an employee separates from the University for any reason, the tuition discount will terminate at the end of the current enrollment.
- o. Courses will not interfere with employees' work schedules; however, employees are authorized to use their allotted lunch hour to attend classes.

### 3. Tuition Discount Request Procedures:

- a. Employees will follow the below guidelines when requesting the tuition discount:
  - i. Submit a signed copy of the **Employee Request for 50% Discount for Undergraduate Studies** located in Appendix I, to the Office of Human Resources the semester prior to the semester in which the discount is sought. These forms can be found on the Jarvis HR webpage.
  - ii. The HR representative will forward the completed request to the President for approval. Upon approval, the request will then be forwarded to the Business Office for budgeting purposes. The request must also state the courses for which the employee has registered.
  - iii. The Business Office representative will make the necessary adjustments to your student account.

### **HR Policy #2: Employee Dependent Tuition Discount Benefit:**

Jarvis Christian University encourages dependents of employees to take advantage of all opportunities that will assist them in the development of their educational needs. As part of the Jarvis family, **dependents of full-time benefit-eligible employees will be eligible to receive a 50% tuition discount for undergraduate studies while enrolled at Jarvis.** The following is a description of the program and includes information on eligibility, requirements for participation, and benefit guidelines and procedures.

#### **Scope:**

This policy applies to all dependents of benefit-eligible faculty and staff who meet the eligibility requirements.

#### **Statement:**

##### 1. Eligibility:

- a. All dependents of benefit-eligible full-time employees are eligible for a 50% discount on their Jarvis tuition for undergraduate programs.
- b. Eligibility for dependents of employees begins with the semester following the completion of the employee's probationary period.
- c. Documentation is required to validate dependent eligibility and must be submitted when requesting the tuition discount benefit. Dependents are those that are living at home and who are under the age of 21.
- d. Eligibility of spouse requires that a copy of the marriage certificate accompany the request for the tuition discount.
- e. Employee must apply prior to the semester in which the discount is sought for their dependent.

##### 2. Tuition Discount Guidelines:

- a. The 50% discount only applies to courses taken from Jarvis Christian University.
- b. The cost of textbooks, registration, housing deposit, room and board, tuition deposit for freshman and transfer students, and any and all other costs, charges, and fees, including the mobile computing and the technology fees, are the responsibility of the dependent and must be paid when due.
- c. Dependents are required to fill out and complete the FAFSA (Free Application for Federal Student Aid (FAFSA®) prior to requesting a tuition discount. The discount will be applied upon final approval from the President.

- d. All dependents requesting the tuition discount must meet all admission requirements and complete all required applications and other registration procedures within the established guidelines.
- e. Dependents that do not meet satisfactory academic progress (SAP) at the end of the academic year will be ineligible for the tuition discount until the minimum SAP standards are met again.
- f. The tuition discount does not cover non-degree earning offerings.
- g. Tuition discount may not be used to “audit” a course.
- h. Dependents may use the discount for in-person or online courses.
- i. Tuition discount will not be applied retroactively for courses taken during previous semesters.
- j. By accepting the tuition discount, dependents authorize the release of their grades by the Registrar’s Office to the Director of Human Resources within thirty (30) days of the close of the academic semester.
- k. Tuition discount does not cover courses that have to be retaken due to failed grades.
- l. Tuition discount does not cover study abroad charges.
- m. Emergency withdrawals are handled on a case-by-case basis.
- n. When a dependent’s spouse/parent (Jarvis employee) separates from JCU for any reason, the tuition discount will terminate at the end of the current enrollment.

### 3. Tuition Discount Request Procedures:

- b. Dependents will follow the below guidelines when requesting the tuition discount:
  - i. Submit a signed copy of the **Dependent of Employee Request for 50% Discount for Undergraduate Studies** form located in Appendix J, to the Office of Human Resources the semester prior to the semester in which the discount is sought. This form can be found on the Jarvis HR webpage.
  - ii. The HR representative will forward the completed request to the President for approval. Upon approval, the request will then be forwarded to the Business Office for budgeting purposes. The request must also state the courses for which the employee has registered. The request must also include the Jarvis Employee name as well as the dependent information to include relationship, and courses registered.
  - iii. The Business Office representative will make the necessary adjustments to your student account.

### **HR Policy #3: Guidance for Breaks and Meal Periods During the Work Day**

In accordance with the Department of Labor Laws and Code of Federal Regulations, as it pertains to full-time employees, lunch and breaks offered during an 8-hour day, the following guidance is effective immediately:

#### Lunch Periods:

- Non-exempt employees are provided one (1) hour for their lunch meal.
- The lunch hour is unpaid.
- The employee must be completely relieved from duty during the lunch hour for the purpose of eating regular meals.
- Your supervisor will determine best times for your lunch period.
- You are required to clock in-out for your lunch period.
- If you leave campus for your lunch hour, it is your responsibility to return back to work at the end of your lunch period.

- If you are clocked out for lunch, you cannot work off the clock. You must clock back in to work.

**Break Periods:**

- Non-exempt employees are authorized two 15-minute rest periods, one in the first half of the day and the other in the last half of the day.
- These 15-minute breaks are paid.
  - Since the breaks are paid, employees who leave campus for their 15-minute break must request permission from the supervisor.
  - Failure to report back to work at the end of 15 minutes is contrary to the University's rules, and any extension of the break will be punished pursuant to University policy up to and including termination. In addition, any extension of the 15-minute break may result in your time being adjusted to reflect actual hours worked.
- Your supervisor will determine the best times for break period.

**HR Policy #4: Employee Attendance**

**Employee Attendance**

**Procedures:**

Jarvis Christian University endeavors to keep employee attendance at a maximum and absences at a minimum. However, the University realizes that absences are unavoidable and, therefore, allows certain absences with or without pay.

**Scope:**

Every employee of Jarvis Christian University has the following obligations and responsibilities concerning absence, regardless of regular or temporary status, position, or work assignment, and regardless of eligibility or non-eligibility for absence pay allowance, or regardless of whether it is a regularly scheduled work day or non-scheduled work day:

**Requirements:**

All employees must submit their time off requests using the Absence Request Form (Appendix G) through their supervisors to the HR Office. Upon receipt, the HR representative will review the request to ensure time is available, sign the request and forward it to the Office of the President for approval/signature. Upon approval from the President, the HR representative will process the electronic request in Paycom. Note: Employees must have an approved absence form prior to taking their time off.

- **Advance Notice:** Employees must submit their time off requests at least two weeks in advance.
- **Notice of Unexpected Absence:** An employee who has not given advance notice must contact his/her supervisor within the first hour of the work day to notify them of their absence, (such as, if the employee is sick), upon return to the office, the employee must submit his/her time off request within three days after return.
- **Tardiness/Absence Guidelines:** Punctuality and regular attendance are important factors in consideration for job retention and advancement. Excessive tardiness and absences are subject to disciplinary action. Supervisors must address excessive tardiness/absences with employees through counseling.

- Any employee who is tardy more than five times or has three or more unexcused absences in a six (6) month period will be subject to disciplinary action and/or be recommended for termination.
- Any employee who fails to be at work on their assigned work day and does not contact his/her supervisor to inform them of the absence will be subject to disciplinary action and/or be recommended for termination for job abandonment.
- **Any employee who is absent from work for three days or more, without an absence form or without approval, will be subject to termination for job abandonment.**
- If an employee has contacted their supervisor and informed them of their absence and will be out for three or more days, the supervisor may submit an Absence request on their behalf.

Unless an absence has been authorized in advance, or an absence is either unavoidable or justifiable, every employee is expected to report for scheduled work. In all cases, an executed Absence Report Form should be submitted.

- Failure to Give Notice: Failure of an employee to give the notice required in the paragraphs as stated above, unless manifestly impossible, shall constitute cause for reasonable disciplinary actions, including cause for denial of absence pay allowance, suspension, or termination.

## **HR Policy #5: Leave Policy**

### **Leave (vacation, sick, bereavement, etc.)**

Some leaves, including professional education leaves, may be granted for periods of up to one year based upon the nature of the employee's need for the leave, staffing, and other relevant considerations.

Leaves are submitted to the employee's supervisor for approval and then forwarded up to the President for final approval. Note: other staff members may be asked to do the work of the individual on leave. If the employee will be absent for an extended period of time, the University will make reasonable efforts to fill the position temporarily. The University will attempt to place the employee (upon return from extended leave), in the same or equivalent position of employment. However, the University does not guarantee reinstatement at the end of a leave.

Employment may be terminated if:

- The individual resigns,
- The individual fails to report for work when not on leave,
- There is not a position on the same level or a lower level available when the employee is able to or desires to return to work,
- At the time the individual is able to return to work, no position acceptable to the employee is available and he or she refuses the position offered, or a disabled employee with accommodations (that are not an undue burden) is unable to perform the essential functions of the job or to perform his or her duties without endangering the health and safety of the employee or others.

### **Types of Leaves**

#### **Bereavement Leave**

Employees are granted 24 hours (3 days) of bereavement leave every year. Employees bereaved by the death of a close relative are granted time off with salary for a period of three days per year. A relative is defined as a parent, grandparent, spouse, sibling, child, or anyone of like relationship by marriage.

Bereavement leave after three days is chargeable to sick leave up to a maximum of ten (10) days. Employees must submit a funeral program to the Human Resources office upon return back to work.

### **Jury Duty**

The University will continue salary in full for the full-time employee called to jury duty provided the following conditions are met: the summons is presented to the supervisor and Human Resources Director at least three days prior to the time scheduled to serve and evidence is provided to Human Resources of having served on a jury for the time claimed.

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

Jarvis Christian University is committed to compliance with the Family Medical Leave Act (FMLA) of 1993. The purpose of this policy is to provide eligible employees unpaid, job-protected leave for up to 12 weeks during any 12-month period. Leaves of absence for medical reasons can be granted for the period of time an employee is declared unable to work by his/her physician with appropriate documentation for the following medical reasons:

- for incapacity due to pregnancy, prenatal medical care, or the birth of a child;
- to care for the employee's child after birth, or placement of a child for adoption or foster care;
- to care for the employee's immediate family (i.e., spouse, son, daughter, or parent) who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform his/her job responsibilities.

The employee or his/her authorized representative may request the leave. Furthermore, the appropriate supervisor or department chair may also initiate said leave. The employee's appropriate administrative officer, in consultation with the Director of Human Resources, will recommend approval of the leave.

For the approval of a Family Medical Leave, the University requires a physician's statement specifying the date the employee first became unable to work and the anticipated date for the employee's return to work.

During the Family Medical Leave, Jarvis will maintain the employee's health benefits on the same conditions as if the employee had continued to work. If the employee wants benefits to continue during the Family Medical Leave, he/she must continue to pay the share of the premiums for these benefits at the same contribution rate as if he/she were an active employee. Upon return from Family Medical Leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

An employee does not need to use this leave entitlement in one block; leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the operations of the College.

### **Military Leave**

The University will grant a leave of absence without pay for military leave subject to the following conditions:

Any employee who presents official orders requiring attendance for a period of training or other active duty as a member of the United States Armed Forces, State Reserve Corps, or State Guard will be granted a leave of absence without pay for the period of such services. Upon completion of such service, and the employee receiving an honorable discharge, the employee will be reinstated to their former position in accordance with the applicable laws regulating such matters. Benefit plans and accruals are not continued while an employee is on permanent active duty.

### **Advanced Study Leave (All Employees)**

After three years of continuous full-time employment, an employee could be eligible for study leave pending the availability of funds from external or internal sources, or where appropriate, without pay. A recommendation must be made by the immediate supervisor, endorsed by the division chair, and senior administrative officer, and approved by the President.

In instances where the leave is funded by external or internal sources, the employee must agree to pursue advanced study in an area based on the needs of the University, as recommended and approved through the lines of authority. The amount of financial support (when available) shall not exceed the regular salary and shall be given as an advanced study stipend.

The employee must repay to Jarvis Christian University two years of post-study leave service for each full year of study leave. Study leave with or without pay shall not exceed two years.

### **Sabbatical Leave**

Sabbatical leave may be granted to faculty at the end of five years of service for one year with half-salary or at the end of seven years of service for one year with full salary. This policy is dependent on the availability of institutional funds. Other faculty leaves of absence may be supported with external funding.

### **Special Leave**

Special leaves of absence without pay may be allowed for periods of inactive employment covering more than one day, but not exceeding one year. If an absence is to continue for longer than one year, the employee is to notify the Director of Human Resources to this effect and request a specified extension of time at least thirty days prior to the expiration date of the leave of absence. The senior administrative officer and the employee's supervisor will review the request for extension and jointly recommend an extension or termination of the leave of absence to the President who may approve or deny the recommendation. If the request is denied and the employee is unable to return to work, the services of the employee are terminated and the official date of termination is the last day of the originally approved period of leave.

Ordinarily, special leaves of absence are granted without pay. Payment to employees on special leave of absence is considered to be unusual and must have the written approval of the President.

### **Sick Leave**

The University provides medical leave with compensation to all employees whose absence from work is required by their personal illness or injury. Employees are eligible for one (1) working day of medical leave after completing (1) month of continuous, uninterrupted employment. Medical leave is earned at the rate of one (1) day per month and can be accumulated from year-to-year up to a maximum of sixty days. Medical leave will not be granted if the absence is due to an illness or injury incurred while committing a felony or illness or injury resulting from paid employment of any kind other than employment by the University.

In the case of any doubt as to the existence or cause of an illness or injury, which requires absence from work, the decision of a physician selected by the University will be final.

An employee who is sick on an observed holiday receives regular holiday pay for that day and is not deducted from medical leave credit. When an employee becomes ill or disabled while on vacation, the employee may use accumulated medical leave, provided the supervisor is notified as soon as possible and the employee submits satisfactory evidence confirming the illness or disability. If an employee is absent from work due to illness or injury **for three (3) or more days**, a statement should be submitted from the employee's physician.

If an employee is unable to perform assigned duties as a result of a compensable on-the-job injury, the employee may use medical leave and/or vacation leave in order to continue receiving their salary.

Upon termination of employment, an employee cannot apply for remuneration for unused sick days.

### **Vacation Leave**

Vacation benefits are provided for the rest and relaxation of our twelve (12) month full-time employees and are necessary for our employee's health and wellness. (*Employees who are 9, 10, 11-month employees or who are part-time or temporary, do not accrue vacation time*). An effective vacation policy in turn provides effective work. Employees are expected to submit vacation requests at least 2-weeks prior to taking time off, to their supervisors for review and approval and then the supervisor will submit those forms through channels up to the President's office for final approval.

Eligible employees are entitled to annual vacation leave based on their work schedule. Vacation time may be taken at the pleasure of the employee upon final approval of the President and the convenience of JCU. Request for the same time off by two or more persons in any department that will have an adverse effect on the functions of JCU may not be approved. Employees with seniority will be given preference in competitive requests. Annual entitlement based on full-time employment is:

#### **Years of Service**

6 Months - Up to Year 2	48 hours per year (6 days)
3 – 5 Years	96 hours per year (12 days)
6 + Years	144 hours per year (18 days)

**\*\*New hires will not accrue vacation until completion of their six-month probationary period.** If a new hire is terminated or quits prior to the completion of their probationary period, they are not eligible for any leave. At the completion of their probationary period, new hires will receive 3 days (24 hours) at the beginning of their 7<sup>th</sup> month and will accrue 4 hours per month thereafter up to year 2 as stated above.

#### **Vacation Accrual:**

JCU bases accrual rates on the fiscal year which is between July 1 and June 30 of every year. On July 1<sup>st</sup> of every year, all employee vacation accrual balances reset to 0. Employees accrue vacation days at the end of every month. All vacation days must be earned prior to use.

Employees who resign/quit or who are terminated are permitted to cash out accrued vacation time to be paid out in the final check. The HR representative will review employee files to determine actual accrued vacation time to be paid out. Employees who are placed on suspension (paid or unpaid) or who take a leave of absence will not accrue vacation or sick leave during that time.

When there are extenuating circumstances, vacations not taken by June 30 may be carried forward to the next fiscal year but must be approved by the President. **NOTE: Employees are directed to email the President with a courtesy copy to the Office of Human Resources requesting to carry over their vacation days to the new fiscal year. This request must be emailed no later than June 30 of every year.** The maximum amount of vacation days that can be requested to carry over is five (5) days. However, the President has the right to deny carry-over vacation requests. If the employee receives approval to transfer those days, those days must be used prior to December 31 of the current fiscal year. Carry-over days are forfeited if not taken by December 31 of the ensuing fiscal year.



With the exception of paid holidays, all requests for time off (vacation, sick, bereavement, leave without pay, jury duty, etc.), employees are required to fill out the “Absence Request Form”, located in Appendix G, and submit it to the supervisor. These forms should be sent at least 2 weeks prior to the requested time off; however, sick leave reports may be submitted within three days upon return to work. As a reminder, review JCU’s yearly scheduled events prior to requesting time off due to mandatory events.

**Note: Employee’s request must be approved by the President before taking time off. The President is the final approver for all time off requests.**

## **HR POLICY #6: Paid Holiday Time Off**

### **Policy Statement:**

JCU recognizes certain days during the year as paid holidays for its employees. This policy will outline the days of the year that JCU has identified as holidays.

### **Scope:**

This policy applies to all regular full-time employees. Employees classified as part-time or temporary are not eligible for pay for holidays.

### **Holidays and Procedures:**

The following days will be observed as paid holidays:

Martin Luther King’s Observance Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year’s Eve
Juneteenth Day	New Year’s Day

At the President’s discretion, in conjunction with the above-listed holidays, the President may grant additional days off (paid) for full-time employees.

- **Holiday within a Vacation Period:** Should a holiday occur during an employee’s vacation period an additional day of vacation will be allowed.
- **Holiday on Saturday or Sunday:** If a holiday falls on Saturday, it will usually be observed on the preceding Friday. If a holiday falls on Sunday, it will usually be observed on the following Monday. If a holiday falls on Saturday or Sunday, employees regularly scheduled to work on Saturday and Sunday will observe the holiday on another day designated by JCU.

## **HR Policy #7: Remote Work**

### **Policy:**

Jarvis Christian University realized that, during COVID-19, some employees had to work from home due to issues stemming from the COVID-19 outbreak. Because of this, the University recognizes that under certain circumstances, working remotely may be possible and appropriate, improve recruitment and retention, and promote a positive work/life balance. Although in-person work remains our primary mode of working, there are instances in which an employee may be granted approval to work remotely. The President of the University is the approval authority for remote work. ***Remote work is not an entitlement and does not change the terms and conditions of employment with JCU.***

### **Scope:**

This policy applies to University employees.

### **I. Remote Work (Hybrid, Temporary, Permanent)**

Remote work is obtained one of two ways: direct hire or a current employee request to work from home. The President is the final approver of all remote work requests. Remote work will be reviewed and decisions made on a case-by-case basis. Employees may not start working remotely until they have received a written approval signed by the President. Employees who take it upon themselves to work remotely without an approval are subject to disciplinary actions as stated in the Administrative Handbook, up to and including termination.

***Employees may not start to work from home until the request is approved by the President.***

There may be instances when the President directs that all or certain employees work remotely due to inclement weather or some other emergency. Under those circumstances, the President, supervisor, and employee will coordinate any needed remote work based on the existing situation at that time.

### **Eligibility:**

Current employees requesting to work remotely must:

- have been employed for a minimum of 12 months;
- have a satisfactory performance record; and
- have an internet connection at the proposed work site,

### **No Reimbursement:**

- Employees will not be reimbursed for any expenses – including, but not limited to, electricity, gas, heating, phone, furniture, Internet, insurance, rent, storage, or any claims – incurred by employee because of the remote working arrangement.

### **Conditions:**

Remote work is a voluntary work alternative that may be appropriate for some employees and some jobs. **Staff must submit requests yearly (no later than June 1 of every year) and faculty must submit**

**requests at the end of every semester for the follow-on semester.** However, there may be extenuating circumstances that may cause an employee to submit a work from home request outside the parameters listed.

- Remote work does not change the employee's expected work hours or the quality, quantity, or any other aspect of the expected work product.
- Remote employees are still required to submit a request for time off to attend appointments during their scheduled work hours.
- Non-exempt employees, working remotely, must adhere to the time-keeping requirements. Non-exempt employees must obtain approval prior to working overtime.
- Remote employees must provide themselves with a safe working environment while working remotely.
- Remote work is not designed as an alternative for satisfying an employee's dependent care responsibilities. The focus of work must remain on job performance and meeting the demands of Jarvis.
- The University is not responsible for injuries sustained by visitors to the remote worker's site.
- Remote employees are expected to maintain their workspace in a safe manner, free from safety hazards.
- Remote employees are to inform the Office of Human Resources if injuries occur to them during the normal scope of their duties.
- Remote employees must adhere to confidentiality as it pertains to any University records and will not allow anyone to access University data.
- Remote employees will be expected to ensure the protection of all Jarvis records. Steps to protect these records include the use of locked file cabinets, password maintenance, and any other measures appropriate for the job and environment.
- The University will not be responsible for operating costs, home maintenance, internet costs, or electrical/gas costs associated with the remote employee working from home.
- Remote work shall only be authorized in the United States. Employees shall not perform remote work when they are not physically located in the United States.
- The employee undertaking remote work arrangements agrees, by taking on the arrangement, to hold the University harmless for any income, payroll, or other tax compliance issues arising from that remote work arrangement.
- The remote employee and their supervisor will develop a written remote work agreement to determine job duties, scope, responsibilities, and how often the employee and supervisor will communicate during the remote period. (This agreement must be in writing and signed by both parties).
- Remote workers can request IT support (laptop, etc.) from the University's IT office.
- Remote employees must attend all meetings as directed, to include Chapel.

There may be extenuating circumstances that may cause an employee to submit a work from home request outside the parameters listed; however, employees must follow the procedures listed below to submit their request. ***Employees may not start to work from home until the request is approved.***

### **Procedures to request to work from home**

Employees must submit their request to work from home through their immediate supervisor to their vice president to the President. All requests will be reviewed to ensure that working from home will not cause undue hardship on the University. The request must reflect the following:

- Type of request (Permanent, Temporary, Hybrid)

- Temporary (to include medical) must include start and end dates
- Hybrid must include the start date, the days employee will be in the office, and the days they will work from home.
- Permanent must include the start date.
- Why you are requesting remote work.
  - If medical (not workers comp), a doctor's note stating why you must work from home and what your limitations are.
  - While on FMLA, you cannot work.
  - If you are injured while at work, Workers' Comp procedures will apply.
- Work hours you will keep and contact phone number.
- Goals and objectives while working remote
- Written remote work agreement signed by employee, supervisor, and vice president.

A remote work agreement can be discontinued at any time at the discretion of the employer, but the reason for the discontinuation of the remote work agreement shall be documented in writing. Every effort will be made to provide a 15-day notice of such change to accommodate commuting and other problems that may arise from such a change. However, the University reserves the right to terminate the arrangement without notice if circumstances require such action. An employee can also be temporarily assigned full-time to his/her on-site office location based on the needs of the University.

### **HR Policy #8: Dress Code Policy:**

All Jarvis Christian University employees are expected to maintain acceptable standards of professional appearance at all times. The basis of this policy is to support a professional working environment throughout the campus.

While the University values diversity of opinion and freedom of expression, discretion in the style of dress can be important to the effective operation of the campus. Individuals are, therefore, expected to dress in a manner in keeping with their job functions and working environment. Questions regarding appropriate dress should be discussed with the employee's immediate supervisor.

#### **Scope:**

This policy is applicable to all employees working on campus. The impression that we, as employees of the University, present to others is as important as serving as role models of professionalism for our students.

#### **Remarks:**

The University has implemented a business casual dress code Monday through Thursday and allows jeans to be worn on Friday.

- Workplace attire must be neat, clean, and appropriate for the work being performed.
  - Attire that is ripped or torn is not authorized;
  - Other than the Athletic Staff, the wear of workout clothing, sweats, joggers, and other clothing that is deemed to conduct physical activity in, is not authorized;
  - Attire must be worn in a way that undergarments are not shown;
  - Uniforms, hard hats, steel-toed shoes/boots, ear and eye protection may be required for certain positions.
- Regardless of dress, all employees must have on their person, their Jarvis Identification Badge. It does not have to be displayed; however, it must be readily available.

The division vice presidents may specify additional reasonable requirements to be implemented based on the nature of duties assigned.

As an institution of higher learning, we must set the example of what professional attire looks like for our students.

### **HR Policy #9 Employee Conduct and Discipline**

It is the policy of Jarvis Christian University to keep open the lines of communication between the administration and employees and to establish a friendly, cooperative work environment that will eliminate serious disciplinary problems.

Standards for employee conduct are necessary for the efficient and effective operation of the University, for ensuring a professional image for the University, and for the benefit and safety of all employees. Failure to meet these standards may be grounds for discipline and or termination.

#### **Expected Conduct**

All employees are expected to conduct themselves in a manner conducive to the efficient, effective, and professional operation of the University. Such conduct includes, but is not limited to:

- (a) Reporting to work punctually as scheduled and being at the proper workstation ready for work at the assigned starting time.
- (b) Notifying the supervisor in advance of absence from work or inability to report on time, and following established department requirements for such notifications.
- (c) Wearing required protective clothing or devices for safety purposes and complying with all University safety regulations and procedures.
- (d) Complying with all University policies and procedures.
- (e) Treating all students, fellow employees, and others affiliated with the University, as well as visitors, in a courteous manner.
- (h) Refraining from conduct or communication deemed offensive, disrespectful or unprofessional.

#### **Prohibited Conduct**

The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination of employment.

Minor Infraction:

- (a) Failure to improve unsatisfactory performance.
- (b) Excessive absences or tardiness.
- (c) Unexcused absences or leaving without permission.
- (d) Failure to perform assigned duties.
- (e) Slanderous or defamatory speech regarding a fellow employee, student, or any other individual affiliated with the University, as well as visitors to the University. This prohibition includes speech that is false, defamatory, and malicious, spoken with a deliberate or reckless disregard of the truth, and with the intention to damage another person or persons.
- (f) Knowingly furnishing false information to the University.
- (g) Insubordination.
- (h) Dishonesty.

- (d) Discrimination on the basis of race, color, gender, ancestry, sexual orientation, age, religion, national origin, veteran status, genetic information, or disability.
- (e) Other misconduct not specified above which is sufficiently serious and detrimental to the best interests of the University to warrant disciplinary action.

**Major Infraction:**

- (a) Bullying which includes but is not limited to verbal, emotional, or physical abuse, coercion, and/or intimidation.
- (b) Falsifying or altering of records such as, but not limited to, time and attendance records, employment status, travel records, etc.
- (c) Failure to wear assigned safety equipment or failure to abide by OSHA and University safety rules and policies.
- (d) Malicious use of profane or racist language.
- (e) Unauthorized release of confidential information.
- (f) Intentional conduct in violation of the Code of Ethics
- (g) Discrimination on the basis of race, color, gender, ancestry, sexual orientation, age, religion, national origin, veteran status, genetic information, or disability.
- (h) Other misconduct not specified above which is sufficiently serious and detrimental to the best interests of the University to warrant disciplinary action.

**Severe Infraction:**

- (a) Reporting to work under the influence of alcoholic beverages and/or controlled substances or selling, dispensing, or unlawfully possessing alcoholic beverages and/or controlled substances on University premises or at University-sanctioned events.
- (b) Threats (verbal or physical), assault, fighting, and/or battery of a fellow employee, student, visitor, or any other individual affiliated with the University.
- (f) Theft, destruction, defacement, or misuse of College property or of another employee's property.
- (g) Engaging in any form of sexual harassment.
- (h) Utilizing University equipment and the internet to access sites such as porn.
- (i) Violation of federal or state laws, the policies of the Board of Trustees of Jarvis Christian University, or conviction of a felony or crime involving moral turpitude.
- (j) Unauthorized use, destruction, or abuse of equipment or property.
- (k) Stealing property from school, employee, or student.
- (l) Unauthorized possession or use of weapons on premises.
- (m) Discrimination on the basis of race, color, gender, ancestry, sexual orientation, age, religion, national origin, veteran status, genetic information, or disability.
- (n) Other misconduct not specified above which is sufficiently serious and detrimental to the best interests of the University to warrant disciplinary action.

**Disciplinary Actions**

In most instances, work-related problems should be resolved at the employee-supervisor level. If an employee's conduct or performance necessitates corrective action, several actions fall within the purview of the supervisor. These may include informal counseling, verbal and written warnings, a performance improvement plan, and/or recommendation for further discipline, including suspension or termination.

When considering discipline that includes a supervisor referral for suspension (with or without pay) or termination, the supervisor will submit their recommendation, with supporting documentation, to their Vice President. The Vice President will forward his/her recommendation along with all the supporting documentation to the Office of Human Resources. The Director of HR will review the recommendations to ensure it is in accordance with policies and procedures and will submit it to the Office of the President.

If an investigation is necessary, the President may assign the Director of Human Resources to conduct an investigation of the situation and make a written report regarding the circumstances and recommended action to the President.

- (a) If the individual in question is the Director of Human Resources, the President shall appoint a University official to investigate and submit a report to the President of the University.
- (b) If the individual in question is the President, the President of the Board of Trustees shall appoint a representative to investigate and submit a report to the President of the Board of Trustees.

The University President will have final approval for the recommended disciplinary action, except in cases: (1) involving the University President, in which case disciplinary action shall be determined by the Board of Trustees or (2) requiring due process procedures, as defined below, in which case such procedures shall be followed.

In the interests of both the employee and the University, any investigation of potential disciplinary situations should be concluded expeditiously. Disciplinary action may include but is not limited to the following, depending on the severity of the infraction.

- (a) **Verbal Warning** – *Verbal warnings are considered minor disciplinary infractions.* Verbal warnings may be given, at the discretion of the supervisor. The verbal warning must include why the infraction was unacceptable behavior or work performance and should be advised as to what is considered appropriate work/behavior. Such warnings shall be noted in writing and placed in the individual's personnel file in Human Resources. It is recommended that after one (1) verbal warning has been given, that any future disciplinary actions the employee receive a written warning.
- (b) **Written Warning** – *Written warnings are considered minor disciplinary infractions.* A supervisor may issue a written warning, both supervisor and employee must sign the written warning, and a copy of which will be sent to the Director of Human Resources for the employee's personnel file. It is recommended that after a written warning has been issued and no improvement has been noticed that the employee is placed on a process improvement plan (PIP) followed by a reprimand if the behavior continues.
- (c) **Reprimand** – *Reprimands are considered a major disciplinary infraction.* A supervisor may issue a reprimand when the employee has failed to respond to verbal, written, and PIP. The Director of HR will review the reprimand to ensure it follows the process and procedures as stated in the administrative manual. The reprimand will be issued to the employee in the HR conference room. The supervisor and employee are required to be in attendance, the Vice President's attendance is optional. The supervisor and employee will sign the reprimand and a copy will be placed in the employee file and a copy provided to the employee. All supporting documents prior to the reprimand must accompany the request.
- (c) **Suspension With or Without Pay** – *Suspensions are considered a severe infraction.* Suspension with or without pay may be invoked for a time period deemed consistent with

the seriousness of the offense and the circumstances. A decision to suspend requires the approval of the University President. Supervisors must submit their request for the suspension to the Director of HR. The request will be reviewed to ensure it meets the criteria outlined in the administrative manual. Once reviewed for completeness, the Director of HR will forward the request, along with a pre-formatted letter for the President's signature, to the Office of the President. Earned vacation or sick time may not be applied during an unpaid suspension nor will leave or sick leave accrue during an unpaid/paid suspension. The Director of HR will notify the employee and provide the employee with the Notice of Suspension. The employee will sign acknowledging receipt, and a copy will be placed in the employee's personnel file in HR. If the employee is not available, a certified letter will be mailed by USPS to the address on file.

- (d) **Termination** – *Terminations are considered severe infractions*. Texas is an “At Will” state. Employees may be terminated at the discretion of the President. In addition, employees may be immediately terminated when the seriousness and nature of an offense warrants. A request to terminate will be made by the supervisor to their Vice President. The Vice President will forward the appropriate documentation along with their recommendation to the Office of HR. The Director of HR will review for completeness and forward the termination request to the University President. Upon approval, the Director of HR will contact the employee to initiate the termination.

As a reminder, the President of the University is the only one authorized to suspend or terminate employees.

When an employee is terminated for cause, their last paycheck will be in the form of a paper check and will be available six (6) calendar days of discharge. Employees terminated for cause will also forfeit any accrued vacation time.

### **HR Policy #10 Reduction in Staff:**

#### **Policy:**

In accordance with, and complementary to, the official Jarvis Christian University policies dealing with budget reduction(s) or other reasons such as technological replacement and/or program discontinuance, these policies and procedures will be implemented at such time(s) it becomes necessary to have a reduction in workforce. When situations such as this arise, a Letter of Non-Renewal will be issued.

#### **Scope:**

These policies and procedures are applicable to all staff and faculty personnel assigned throughout JCU, regardless of the source of funding for the position.

#### **Statement:**

It is the policy of JCU to provide stable employment to faculty and staff personnel. However, there may be occasions that necessitate a reduction in the staff workforce.

Recommendations to reduce the workforce of JCU shall be initiated by the President, and reviewed by the Board of Trustees. Reduction in personnel shall be among the last options implemented by JCU. Staff



cutbacks could be due to budget reduction, lack of work, or lack of funds. Program discontinuation, technological replacement, and obsolete job qualification requirements are other possible factors. Any condition of severe financial distress determined or declared at any time in the future. When such conditions exist, the President, with approval by the Board of Trustees, will announce or declare the implementation of this policy.

When options are available as to which job(s) to select for reduction, the President will consult with the appropriate Vice President to select the position(s) where such reductions will have the least amount of negative impact on the vital programs of that unit.

Staff retention during periods of workforce reduction where the number of staff in the selected job(s) exceed the number of positions to be eliminated will be based upon performance as well as the length of time in service, commonly referred to as seniority. Performance and seniority are determined for the purpose of this policy as follows:

The level of performance shall be determined by the three most recent written performance reviews as provided in the Performance Evaluation Policy.

Seniority shall be determined as a University-wide continuous employment date.

Staff members who receive a Non-Renewal Letter do not routinely have the right to enter formal grievance charges in regard to this action, except for reasons of an alleged violation of these policies and procedures governing the reduction of the workforce, or for alleged acts of discrimination. This provision supersedes normal grievance procedures adopted by JCU.

Reassignment of staff members to comparable or similar vacant positions in unaffected areas:

Whenever it is determined a reduction in the workforce is necessary, the President, after consultation with the appropriate unit administrator, has the discretion and authority to place the affected staff member(s) in vacant position(s) without the affected staff member(s) necessarily having to compete with others.

In all cases of reassignment, the staff member must possess the minimum qualifications for the new position.

In cases in which the affected staff member(s) are not reassigned to other positions, the persons will be issued the Letter of Non-Renewal in accordance with the policies and procedures that deal with a reduction in the workforce.

This policy is designed to protect incumbent, staff members who are faced with receiving a Letter of Non-Renewal due to a situation as described in this Policy, from always having to compete should a position be open.

At the time of Non-renewal earned but unused annual leave and/or compensatory leave will be taken prior to the effective end date. The effective date will be the next day following the last day worked by the affected staff member. When organizational needs result in the non-renewal of a long-term employee, JCU will use the following criteria to reward years of service:

**Years of Service are based on Years of Rate**

**Years of Services Awards Calculated at of Pay**

**Consecutive Service from Most Recent Date of Hire**

A. Thirty or more years of service	Twelve Weeks of additional paid leave and/or pay, or a combination of both to be determined by JCU.
B. Twenty or more years of service but less than thirty	Nine weeks of additional paid leave and/or pay, or a combination of both to be determined by JCU.
C. Ten or more years of service but less than twenty	Six weeks of additional paid leave and/or pay, or a combination of both to be determined by JCU.
D. Five or more years of service but less than ten	Three weeks of additional paid leave and/or pay, or a combination of both to be determined by JCU.
E. Less than five years of service	Two weeks of additional paid leave and/or pay, or a combination of both to be determined by JCU.

Employees that received a Letter of Non-Renewal will be eligible for new employment with JCU, but such new employment will be under the same conditions as for all new staff members, including the successful completion of a new 90-day orientation period immediately after the date of new employment where required.

**PROCEDURES**

At any time, a reduction in the workforce becomes necessary, the President, with input from the appropriate Vice President, shall develop the plan for a reduction in the workforce for review by the Board of Trustees.

The plan shall include all the possible alternative solutions to the condition of serious financial distress prior to taking the reduction in workforce action including all pertinent factors as to what functions and/or job(s) are to be affected and the number of persons that will be impacted. In the event of changes in the qualifications for the position, the plan shall include details regarding the change and steps taken in order for the individuals to meet the new qualifications.

The appropriate Vice President shall include a listing of all staff members within the affected unit including the three most recent performance review ratings, continuous employment date, age, and ethnicity.

The reduction in workforce will be accomplished within each affected unit by job, removing from the University payroll the least senior person(s) with the lowest performance level; repeating the procedure until the number of persons to be removed from the payroll has been reached.

All persons affected by this reduction in workforce shall be notified in writing as early as possible, 30-60 days. However, it is noted that in the case of funding by a grant or contract, shorter notice may be appropriate.

The Letter of Non-Renewal shall contain the following information:

- The effective date of the non-renewal.
- A statement advising the incumbent of eligibility to apply for unemployment compensation.
- The right of the employee to continue to maintain eligible insurance coverage is subject however to the continued payment of insurance premiums by the employee. If the employee wishes to cancel coverage, the cancellation must be done within 30 days of the last day of work or the employee will be responsible for the cost of coverage until cancellation at the next annual enrollment period.

When a vacancy occurs it will be listed with Human Resources and those that Received Letters of Non-Renewal can apply according to statues outlined above.

This policy does not include employees who are offered another position with JCU, but refuse said offer. Nor does this policy include employees terminated for cause.

JCU reserves the right to suspend or modify this policy, or any portion thereof, when financial shortfalls occur. JCU reserves the right to make this determination without prior notice.

### **HR Policy #11: Termination Procedures:**

#### **Policy:**

This policy sets forth the guidance as it relates to employee resignations, terminations, retirements, and deaths.

#### **Scope:**

Applies to all employees.

#### **Procedures:**

Within the University, there are four ways the University and the employee may depart ways. Depending upon the specific way, determines what actions will need to happen. The following depicts those ways and actions:

- **Voluntary Resignation:** The employee submits a resignation, in writing, stating that they wish to resign on the date specified.
  - Resignation requests must be provided to the supervisor, the HR Office, and the Office of the President.
  - Request must be submitted two weeks prior to the date of resignation.
  - If a senior administrative officer or administrative staff, a 30-day notice is required.
  - The supervisor will endorse and submit their recommendation to the President.

- The President will notify the employee of the conditions in which the separation may occur.
- The employee will contact the HR Office to complete the separation procedures.
- **University Termination/Letter of Non-Renewal:** The University, depending upon the circumstances, will provide 30 days of advance written notice to the employee informing them of their termination. In some instances, terminations may happen immediately, and those will be handled on a case-by-case basis.
  - The employee will be paid for actual time worked and accrued vacation up to the date of termination.
  - Sick leave will not be paid out at termination.
- **Retirement:** When an employee decides to retire, it is a momentous occasion. On the date of retirement, the employment relationship with the University terminates. Prior to that date of retirement, the employee must:
  - Submit their retirement request at least 30 days from their last day in the office.
  - Inform the HR Office if they would like a retirement ceremony
  - All other actions will be completed by the HR Office
- **Death:** Payment to the employee's estate will be paid for actual time worked and accrued vacation leave up to the maximum of the employee's annual entitlement.

## **HR Policy #12: Children in the Workplace:**

### **Policy:**

This policy governs the circumstances when University employees may bring children into the workplace.

The purpose of this policy is to establish criteria that permit children to visit their parents (or other relatives) who work at the University, protect their welfare and safety, reduce potential liability and risk for the University and promote an environment in which faculty, staff and students remain productive.

### **Scope:**

This policy applies to faculty and staff located at the Hawkins Campus or Dallas training site. This policy does not apply to approved University programs and events or camps that involve children in education, research or supervised care.

### **Definitions:**

For purposes of this policy, a child is defined as an individual under the age of 18 years old, who is not a student or employee of Jarvis Christian University.

### **Statement:**

Unless prohibited by the relevant Vice President as discussed below, children of employees are allowed in the workplace for visits, within the following parameters:

- Faculty and staff must notify their respective Vice Presidents in advance of any visit, with the understanding that the Vice President has the authority to approve or deny visits.

- The child must remain under parental supervision; within sight and sound of the parent or guardian at all times.
- The child's presence must not disrupt the work or school environment or negatively impact productivity.
- Highly contagious (i.e. COVID) children are not allowed in the workplace.
- Children are not allowed in areas containing confidential information.
- Children are not allowed in hazardous areas.

The Vice President will ask the employee to remove the child if it is determined that this policy has been violated.

**Exception:**

A Vice President can prohibit children or create a policy for his/her area that supersedes this policy.

**Enforcement:**

Violations of this policy may result in appropriate disciplinary measures in accordance with the Administrative Handbook.

**Campus Security Section 5.0**

**CS Policy #1: Workplace Violence**

**Policy:**

JCU has a zero tolerance policy for violence in the workplace.

**Scope:**

All employees

**Remarks:**

Workplace violence is defined to include, but is not limited to, the following:

- Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
- Verbal or physical threats of any sort;
- Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of JCU property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow JCU's policies and procedures;
- Causing physical damage to JCU's facilities or defacing College property or the property of others;  
or
- With the exception of JCU security personnel, carrying firearms or weapons of any type or kind onto JCU premises, in JCU parking lots, or while conducting JCU business.

If any JCU employee becomes aware of or observes any of the above referenced behavior or actions by a co-worker, consultant, customer, third party vendor, visitor, or any other party, he/she should notify his/her supervisor, any member of the administration, and/or the Director of Human Resources immediately.

Employees should notify the Human Resources Director if they are aware of any restraining orders that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.

All reports of violence at JCU will be taken seriously and will be investigated thoroughly and promptly. To the extent possible, The Director of Human Resources will keep the identity of the reporting employee confidential. However, under certain circumstances, the need may arise to disclose the reporting employee's identity (for example, to protect that individual's safety). JCU will not tolerate retaliation in any form against an employee who makes a report of workplace violence.

If, after a thorough investigation, the Human Resources Director determines that workplace violence has occurred, he/she will report the findings to the President and appropriate corrective action will be taken and discipline will be imposed on the offending employee(s). The level of appropriate discipline will depend on the facts in each case, and may include oral or written warnings, reassignment of responsibilities, probation, suspension, or termination. If a non-employee is responsible for violent activities, JCU will take corrective action to ensure that such behavior is not repeated.

## **CS Policy #2: Inclement Weather**

### **Policy:**

In the event of inclement weather, Jarvis Christian University considers all risks associated with its' employees. Safety is the number one priority when it comes to employees and weather conditions. The President will review all weather reports and conditions and will make decisions based on the information at hand to mitigate risk to its' employees.

### **Scope:**

All employees at JCU.

### **Remarks:**

**All employees will be paid for time lost due to inclement weather under the following conditions:**

Inclement weather creates conditions under which there might be a question as to whether or not JCU will have a late start or be cancelled based on the forecasted weather. In the event that the weather might create an undue hardship for employees travel to and from work, the President, or a designated administrated official, will release a statement to the campus notification system and local news media concerning the status of JCU's schedule.

In absence of such announcements, employees will report to work on time. *If an employee makes the personal decision not to report to work, it will be considered an approved absence without pay.*

## APPENDIX A

### Employee Guide to Family Medical Leave Act

Click or copy and paste link. If you require a hard copy, please contact HR.

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/employeeguide.pdf>

Appendix B

**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

The Administrative Handbook, dated January 1, 2023 supersedes all previous employee handbooks.

I acknowledge that I have received a copy of the Jarvis Christian University Administrative Handbook, and that by signing this acknowledgement, I agree to adhere to these policies and procedures as a condition of my employment and/or continuing employment with Jarvis Christian University.

I understand that I am to read and become familiar with the contents of this handbook. If I have any questions, I understand that I should talk with my Supervisor or the Director of Human Resources.

I further understand that this handbook is not intended to, nor does it create promises or representations of continued employment. Every employee has an at-will relationship with the University. This means that I am free to resign my employment at any time, just as Jarvis Christian University is free to terminate my employment, for any or no reason, with or without cause or the use of progressive discipline, at any time with or without notice.

This manual represents a summary of the more important University guidelines at the time of publication and is not intended to be all inclusive. In all instances, the benefit plan texts, trust documents and master contracts, as appropriate are the governing documents. The Administrative Handbook, personnel policies, benefit plan texts, and trust agreements, or master contracts are not employment contracts.

Apart from our policy of at-will employment and those policies required by law, Jarvis Christian University may change its policies, practices or procedures at any time without prior notice.

Further, I understand that this document will become a part of my personnel file.

Electronic copy may also be found on the HR website.

\_\_\_\_\_

Employee Name (Print)	Employee Signature	Department	Date
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**APPENDIX C  
CONFLICT OF INTEREST DISCLOSURE FORM**

Name: \_\_\_\_\_

Position (employee): \_\_\_\_\_

Please describe below any relationships or circumstances that you believe could contribute to a conflict of interest between Jarvis Christian University and your personal interests, financial or otherwise:

\_\_\_\_\_ I have no conflict of interest to report.

\_\_\_\_\_ I have the following conflict of interest to report with the following vendors/businesses:

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the conflict of interest policy of Jarvis Christian University.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

## Appendix D

### ACKNOWLEDGEMENT OF DISCLOSURE OF MISCONDUCT POLICY

**Purpose:**

The purpose of this policy is to set forth the Jarvis Christian University policy on disclosure of misconduct and to protect individuals from retaliation in the form of an adverse employment action for disclosing what they believe evidences certain unlawful or unethical practices. This policy is applicable to all employees of the University and to applicants for jobs at the University.

**Statement of Policy:**

It is the policy of Jarvis Christian University that employees and applicants shall be free without fear of retaliation to report conduct within the University that they reasonably believe may constitute misconduct including, but not limited to, the following: wire fraud, mail fraud, bank fraud, securities fraud or questionable accounting and internal controls, auditing matters, harassment, discrimination, hostile workplace, safety and security issues, illegal or unethical business practices, wrongful termination, hate messages, cyber-bullying, faculty and staff handbook violations, violations of laws, mismanagement, waste of institutional resources, and abuse of authority. A representative of the University shall not take or refuse to take any employment action in retaliation against an employee or applicant who reports possible misconduct under this policy in good faith or who, following such disclosure, seeks a remedy provided under this policy or any law or other University policy. However, employees or applicants who knowingly file false or misleading reports, or without a reasonable belief as to truth or accuracy, will not be protected by this policy, and in the case of an employee, may be subject to disciplinary action, including termination of employment.

**Process for Disclosure:**

An employee or applicant shall disclose all relevant information regarding evidenced misconduct to the President or designee in a signed written document within ninety (90) days of the day on which he or she first knew of the misconduct.

The President or designee shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure. The President or designee will contact the complainant within 5 business days and acknowledge the reported violation was received. The complainant will be notified about what actions will be taken. If no further action or investigation is to follow, an explanation for the decision will be given to the complainant.

Any complainant who reasonably believes they have been retaliated against in violation of this policy shall follow the same procedures as they did when they filed the original complaint. In the case of disclosure of misconduct involving the President, the disclosure shall be directed to the Chairman of the Board of Trustees. The Chairman or Board Designee shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with the opportunity to ask questions about the policy.

---

Employee Signature (print)      Employee sign      Date

## APPENDIX E

### CONFIDENTIALITY AGREEMENT

Information contained in hard copy or electronic records for Jarvis Christian University (JCU) students, employees, volunteers, vendors/contractors, alumni as well as institutional financial records must be maintained in a secure and confidential manner at all times. This also applies to confidential verbal information that is discussed during the daily operation of business. Only those items that are considered public information may be released.

JCU employees are authorized access to confidential information as a condition of employment to the extent necessary to perform their duties. As an employee, student, volunteer, or vendor/contractor of JCU, you are required to protect against unauthorized access to such information, ensure the security and privacy of such information, and disclose any anticipated threats or hazards to such information.

Any questions regarding release of such information to another person should be directed to your supervisor or their designee.

Release or distribution of any confidential information outside the intended and approved use is strictly prohibited and could result in disciplinary action up to and including termination of employment or services.

I acknowledge and agree to the above statement.

\_\_\_\_\_  
Employee Name (Printed)      \_\_\_\_\_  
Employee Signature      \_\_\_\_\_  
Date

# APPENDIX F

## ABSENCE AND VACATION REQUEST FORM

Employee Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Manager Name: \_\_\_\_\_ Department: \_\_\_\_\_

<b>Type of Request:</b> _____	<b>First Day of Leave</b> _____	<b>Last Day of Leave</b> _____
<b>Total Number of Days or Hours Requested</b>  _____		

*Do not include weekends unless you are scheduled to work weekends.*

Employee Signature/Date	<b>HR USE ONLY:</b> <b>Time Available</b> <b>No Time Available</b> <input style="width: 40px; height: 20px;" type="checkbox"/> <input style="width: 40px; height: 20px;" type="checkbox"/>
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**To be completed by Supervisor:**

*(CIRCLE)*

**Approved**                      **Disapproved**  
**With Pay**                      **Without Pay**

*Explain disapprovals & without pay*

Supervisor Signature/Date

Vice President/Chief of Staff Signature/Date

HR Review/Signature

President's Signature

APPENDIX G



Employer's Authorization for Examination and/or Treatment (Must Present Photo ID at Time of Service)

Patient Name: \_\_\_\_\_ SSN/ID#: \_\_\_\_\_

Employer: \_\_\_\_\_ Order Expire Date: \_\_\_\_\_

Employer Address: \_\_\_\_\_ Employer Phone: \_\_\_\_\_

Employer Contacts: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Billin Information	Drug Testing Only
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Employee To Pay At Time Of Service

Employer (see address above)

Workers Compensation (Report injury to your Insurance Company)

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

**1** Test:

Urine Drug Test: D DOT a Non-DOT Rapid Urine Drug Check (10 Panel)

eCup +

Breath Alcohol Test

Hair Analysis

**2** Reason:

Post Accident/Injury

Random Testing

Reasonable Suspicion

**Work Injury Care / Return To Work**

Post	DOT	Non-DOT
Urine Drug Test (Select One)		
Breath Alcohol Test		
Injury		

**Employment Services**

Urine Drug Test: CI DOT [2 Non-DOT Rapid Urine Drug Check]

eCup +

Breath Alcohol Test

Hair Analysis

Physical Examination DOT    DOT Recertification    Basic

Evaluate and Treat Work Related Illness / Injury

Is Light Duty Available? a Yes    NO

Return to Work Evaluation (Post Illness / Injury Evaluation)

(Items In This Section May Require a Basic Physical)

Physical Performance Evaluation (Pre-I-lire)

Fit for Duty (Includes physical and Level 3 PPE) (Post-Hire)

Job Title: \_\_\_\_\_

(Please provide job description to perform/setup)

Respirator Fit Testing:

Qualitative

Quantitative: Mask Type\*: \_\_\_\_\_

Pulmonary Function Test (PFT)    (Required)

**Special Instructions/Other Testing**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


Audiogram - OSHA Conservation		
[2 TB/QuantIFERON Gold		
TB Skin Test		
X-Rays:	Chest	B-Read
Vision Test	Wall Chart	<input type="checkbox"/> Color (Ishihara)
EKG		

**APPENDIX H**

**OUTSIDE EMPLOYMENT/CONSULTANT WORK**

Before accepting outside employment or consulting work, all full-time employees are required to inform Human Resources and obtain written approval from the Office of President.

This is not a formality, and approval may be denied at the discretion of Jarvis Christian University. Employees must be able to demonstrate that outside employment

- (i) does not interfere with their responsibilities as full time employees of Jarvis Christian University,
- (ii) will not create a conflict of interest, and
- (iii) will not cause Jarvis Christian University to violate any law, regulation, and/or grant provision.

If approved, at all times, the employee's job duties at Jarvis Christian University must take priority over any other arrangements. The scheduling of outside employment activities must not inhibit the satisfactory and timely completion of responsibilities associated with the employee's status at Jarvis Christian University.

An outside employment approval document must be signed by (1) the employee, (2) Provost and VPAA (if the employee is a faculty member), and (3) the President. The approved document must be submitted to the offices of Human Resources, Academic Affairs (if the employee is a faculty member), and President.

I, \_\_\_\_\_, have read and acknowledged the above requirements.

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

**Outside Employment/Consultant Work**  
**20\_\_-20\_\_**

Print name: \_\_\_\_\_

In accordance with the updated 2021 Outside Employment/Consultant Work Policy, I hereby inform Jarvis Christian College that I do not have outside employment.

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

**APPENDIX I**

**Employee Request for 50% Discount for Undergraduate Studies**

I \_\_\_\_\_, on \_\_\_\_\_20\_\_\_\_, acknowledge that I have read and understand my requirements for requesting a 50% tuition discount for undergraduate studies. In addition, I have listed below the courses that I will be taking along with the name of the instructor teaching and the dates of the course.

\_\_\_\_I understand that I have 30 days after completion of the courses to submit the current transcripts to the Business Office.

\_\_\_\_I understand that I must maintain a passing grade to be eligible for the discount.

\_\_\_\_I understand that if I have a failing grade, I must pay the full price for the course.

\_\_\_\_I understand that I must fill out a FAFSA prior to requesting the 50% discount.

\_\_\_\_I also understand that under the current Internal Revenue Code (IRC) § 117 that the 50% discount is non-taxable for undergraduate courses. Jarvis is not providing tax guidance for my direction.

Date	Name of Course	Instructor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Employee)

-----

\_\_\_\_\_  
Supervisor                      Supervisor                      Vice President

\_\_\_\_\_  
President                      \_\_\_\_\_ Approved      \_\_\_\_\_ Denied

cc:  
Employee File  
Human Resources Office  
Registrar's Office  
Financial Aid Office



**APPENDIX J**

**Dependent of Employee Request for 50% Discount for Undergraduate Studies**

I \_\_\_\_\_, on \_\_\_\_\_20\_\_\_\_, acknowledge that I have read and understand my requirements for requesting a 50% tuition discount for undergraduate studies. In addition, I have listed below the courses that I will be taking along with the name of the instructor teaching and the dates of the course.

\_\_\_\_I understand that I have 30 days after completion of the courses to submit the current transcripts to the Business Office.

\_\_\_\_I understand that I must maintain a passing grade to be eligible for the discount.

\_\_\_\_I understand that if I have a failing grade, I must pay for full price of the course.

\_\_\_\_I understand that I must fill out a FAFSA prior to requesting the 50% discount.

\_\_\_\_I also understand that under the current Internal Revenue Code (IRC) § 117 that the 50% discount is non-taxable for undergraduate courses. Jarvis is not providing tax guidance for my direction.

_____	_____	_____
Date	Name of Course	Instructor
_____	_____	_____
Date	Name of Course	Instructor
_____	_____	_____
Date	Name of Course	Instructor
_____	_____	_____
Date	Name of Course	Instructor

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Dependent)

Employee Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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\_\_\_\_\_  
Supervisor                      Supervisor                      Vice President

\_\_\_\_\_  
President                      \_\_\_\_\_ Approved      \_\_\_\_\_ Denied

cc:  
Employee File  
Human Resources Office  
Registrar's Office  
Financial Aid Office