



**TEXAS LUTHERAN UNIVERSITY**

*Learn Boldly. Live to Inspire.*

# **EMPLOYEE HANDBOOK**

**Updated: October 2019**

# TEXAS LUTHERAN UNIVERSITY EMPLOYEE HANDBOOK

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## LETTER FROM THE PRESIDENT

Dear Colleagues:

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

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

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

Sincerely,

Debbie Cottrell  
President

## **MISSION STATEMENT OF TEXAS LUTHERAN UNIVERSITY**

Texas Lutheran University is a community of learning and a community of faith.

As a community of learning, the university stresses the liberating potential of the disciplined pursuit of academic excellence within the context of academic freedom. Its faculty and staff seek to engage each student in a process of self-education which will assist him or her to develop as an informed and resourceful person in today's rapidly changing world. It provides an academic program based upon the tradition of the liberal arts and designed to serve a diversified community.

As a community of faith, the university celebrates the liberating power of the gospel as applied to the whole of human life. The biblical vision of the world as created, judged, redeemed and fulfilled by God in Christ is rich in significance for the work and hopes of persons today. It is the unique privilege and responsibility of the Christian university to explore these implications freely and boldly. Thus it leads the church to face the challenge of new insights and to formulate fresh means of creative service.

An institution of the church, the university provides an education in the arts and sciences that is given perspective by the Christian faith. This function is carried out through a curriculum leading to undergraduate and select graduate degrees. The university encourages students to participate in service work tied to reflective discussions about its place in their lives.

In working to bring learning and faith into intimate relationship, Texas Lutheran University is discovering afresh that each can strengthen, clarify and enrich the other. Men and women who live and work in these contexts find their own purposes enlarged and deepened. A compassion born of faith and a competence informed by learning shape the mission of the university in this day.

## **DIVERSITY STATEMENT – COMMITMENT TO DIVERSITY**

As a Lutheran institution of higher learning which serves a diverse community, our heritage grounds us in a belief that all people are beloved and fallible, that our lives are for the common good, and that we are called to be part of the unfolding justice and mercy of God. TLU is committed to the values of:

Equality - We promote a culture of mutual respect and strive to create opportunities for all.

Inclusion - We are committed to fostering a welcoming atmosphere that respects and celebrates contributions made by our diverse community members and their cultures.

Social justice - We are called to work alongside people on the margins to empower them and to improve their quality of life.

Freedom - We value dialogue, difference, and debate in pursuit of knowledge and understanding that encourages growth and discovery.

Leadership through service - We value opportunities for growth as global citizens and leaders through service learning and civic engagement.

## ABOUT THIS HANDBOOK

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

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

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

This employee handbook is not intended for faculty use; faculty members are to refer to the *Faculty Manual*.

## **SECTION 1: RECRUITMENT & EMPLOYMENT**

### **Section 1.1 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

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

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

### **Section 1.2 VACANCIES**

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

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

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

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

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

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

- A. New Hires/Rehires
- B. Salary Changes
- C. Leaves of Absence (will require prior approval & supporting documentation)
- D. Retirement/Resignation/Termination
- E. Promotions and/or Transfers
- F. Job/Title/Program Change

**See also "Hiring Policy", Appendix C**

## **Section 1.4 ORIENTATION PERIOD**

The first few weeks on a new job are a period of adjustment, both for you and for your supervisor; for this reason, the first 90 days of your employment are considered an orientation period. After completing 90 days of employment, you will be evaluated by your supervisor and a decision will be made to place you on regular full/part-time status, extend your orientation period (not to exceed 60 days), or terminate the employment relationship. Leave time is not available during your first six (6) months of employment, although hiring supervisors can make exceptions for occasions already scheduled prior to when the new hire began their employment. Successful completion of the orientation period will not generally result in a wage increase, nor does it guarantee continued employment with the university or alter the at-will status of regular employment.

## **Section 1.5 CLASSIFICATION OF EMPLOYEES**

### **General**

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

### **Employee Fair Labor Standards Act (FLSA Designation)**

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

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

## **Employee Definitions**

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

## **Section 1.6 PROMOTION AND TRANSFER**

Vacant positions are posted on the Internet ([www.tlu.edu/jobs](http://www.tlu.edu/jobs)) and the bulletin board outside the Office of Human Resources for a minimum of five (5) business days. Current TLU employees are encouraged to apply and shall be given an opportunity to interview for vacancies within the university community for which they are qualified. Employees who are interested in a vacant position should submit a letter of application to the Office of Human Resources; a current resume may be included, but is not necessary. To be eligible for consideration, employees must normally have been employed in their current position for six (6) months. The most qualified candidate will be selected based on overall qualifications, including education, training, work experience, performance record, and the requirements of the position. If necessary, the position may be re-posted and/or external applicants may be considered. Employees who are transferred or promoted into a new position will receive a performance review at the end of 90 days.

## **Section 1.7 RE-EMPLOYMENT OR RE-HIRE**

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

## **Section 1.8 EMPLOYEE EVALUATIONS**

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

## **Section 1.9 PERSONNEL RECORDS**

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

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

## **Section 1.10 SEPARATION FROM EMPLOYMENT**

### **A. Resignation**

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

### **B. Dismissal**

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

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

Employees who are dismissed for ineffectiveness may receive pay for accrued unused vacation time. Employees who are dismissed for misconduct may forfeit pay for accrued unused vacation time. See also Section 5.2 Disciplinary Action.

### **C. Reduction in Force**

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

Employees affected by a reduction in force will be paid for accrued unused vacation time and are eligible for unemployment compensation. Because of the notice, severance pay will normally not be provided.

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

### **D. Other Reasons for Separation**

Jobs may change due to legislation, regulation, or institutional needs. It is conceivable that an employee's position may change to such an extent that s/he becomes unqualified for the position. In that instance, TLU will attempt to provide training to assist the employee to perform the duties of the position. If this is not possible, the employee will be released from the payroll, but will be eligible to apply for future vacancies for which s/he is qualified. Two weeks of severance pay is given to individuals who have completed at least one year of employment and payment is made for any unused accrued vacation time.

### **E. Exit Interviews**

All employees leaving the employ of TLU shall schedule an exit interview with the Office of Human Resources. At that time, arrangements for final pay will be made, identification cards (retirees may keep their identification cards) and dependent activity cards will be collected, and separation benefits will be explained in full. To ensure

accurate records, please provide your forwarding address and telephone number to the Office of Human Resources. The exit interview is also an opportunity to share your thoughts and concerns regarding employment at TLU.

### **Section 1.11 Age Requirement**

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

## SECTION 2: COMPENSATION

### Section 2.1 WORK AND PAY

#### A. Hourly Employees Workweek

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

#### B. Time and Attendance Records

Hourly employees will complete a timesheet summarizing hours worked, sick days, vacation days, holidays, and any days taken without pay. Timesheets must be approved by the employee and supervisor and submitted to Payroll by **5pm** every other Monday. The payroll calendar can be viewed on the employee portal. If timesheets are received after the aforementioned deadline, the employee's payment will be delayed until the next following pay.

Administrative staff will record their leave time on a monthly leave report circulated by the department supervisor. The administrative staff leave reports are due in the Payroll Office by the 20<sup>th</sup> of the following month.

#### C. Breaks

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

#### **D. Overtime**

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

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

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

#### **E. Callouts**

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

#### **F. Pay Schedule**

Hourly employees are paid every other Friday. Administrative employees are paid on the last working day of each month. If the normal payday falls on a recognized holiday, paychecks will be distributed on the last prior working day.

#### **G. Direct Deposit**

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

## **H. Payroll Disruption**

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

## **I. Payroll Deductions**

Federal law requires the university to make certain deductions from your salary: Social Security contributions, federal income tax (according to your instructions on the W4), Medicare, and legal garnishments. You may authorize in writing certain other deductions such as, contributions to the university retirement plan and tax-deferred annuities, contributions to the Section 125 plan, dependent insurance premiums, donations to TLU and/or United Way, and payments on computer loans.

## **J. The Final Paycheck**

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

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

## **Section 2.2 ADDITIONAL DUTIES**

Occasionally, but not to exceed 30 calendar days, you may be asked to assume duties that may not be included in the regular responsibilities of your position. We encourage your cooperation in such matters. If additional responsibilities will exceed 30 days, the need for additional compensation will be reviewed and approved by the appropriate Vice President and Human Resources.

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

## **Section 2.3 WAGE AND SALARY DETERMINATION**

Your pay is based upon your job classification and your performance on the job. The university establishes, within budgetary limits, wages comparable to those in the community and other similarly situated institutions. Each position in the organization has a specific salary range for the

type of work being performed. The position classification is based on the education, skills, and experience required to successfully perform the functions of the position and on the specific job responsibilities. Generally, new employees are hired at the minimum of an appropriate salary range.

## **SECTION 3: BENEFITS**

### **Section 3.1 ACTIVITY CARDS**

Activity cards are issued by the Office of Human Resources to your spouse and unmarried dependent children ages 5-18; unmarried employees may request one "Guest" activity card. The card functions like your I.D. card (with the exception of the ability to charge meals) and allows the bearer free admission to athletic events, campus activities, certain performances, and use of the library and pool. Activity cards must be turned in to the Office of Human Resources when dependents no longer meet eligibility requirements and/or when you separate from employment with TLU.

### **Section 3.2 ATTENDANCE AT UNIVERSITY EVENTS**

You, your spouse (or guest), and unmarried dependents under age 18 will be admitted to most campus athletic events and cultural activities upon presentation of the TLU identification or activity card.

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

### **Section 3.3 CAMPUS STORE**

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

### **Section 3.4 INSURANCE**

#### **A. Unemployment Insurance**

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

#### **B. Workers' Compensation Insurance**

All employees are covered by workers' compensation insurance. **Should you be injured while performing your duties, please report the injury immediately to your supervisor.** Your supervisor will notify the Office of Human Resources so that the required forms can be processed. If your supervisor is not available, please report the injury

immediately to the Office of Human Resources. It is important that any injuries, even minor ones, be promptly reported. Failure to report accidents and/or injuries in a timely manner may result in a delay of or ineligibility for benefits. The university pays 100% of the premiums for this coverage.

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

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

### **Section 3.5 CAMPUS DINING FACILITIES**

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

### **Section 3.6 CAMPUS HEALTH CENTER**

The Campus Health Center, located in the Clifton Hall Apartment is maintained primarily as a service to students; however, it is available to employees for emergencies or first aid.

### **Section 3.7 IDENTIFICATION CARDS**

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

### **Section 3.8 RECREATIONAL FACILITIES USAGE**

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

### **Section 3.9 EMPLOYEE HEALTH & WELFARE BENEFITS**

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

For more information, please contact Human Resources.

### **Section 3.10 BENEFITS FOR RETIREES**

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

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

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

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

## **SECTION 4: LEAVES OF ABSENCE**

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

### **Section 4.1 BEREAVEMENT/FUNERAL LEAVE**

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

### **Section 4.2 FAMILY AND MEDICAL LEAVE**

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

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

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

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

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

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

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

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

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

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

#### *"Caregiver" Leave*

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

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

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

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

### **Section 4.3 EXTENDED FAMILY & MEDICAL LEAVE**

If you meet the eligibility requirements of the Family and Medical Leave Act set forth above, and you require more than 12 weeks leave because of your own serious health condition or in order to care for your spouse, child or parent who has a serious health condition, TLU will allow you up to six months of total leave on the same terms and conditions as if you were still on Family and Medical Leave. Extended Family and Medical Leave is not available, however, for maternity or paternity leave, which is governed by a separate policy set forth below; or for “qualifying exigency” leave, as discussed above.

### **Section 4.4 MATERNITY LEAVE**

If a female employee takes Family and Medical Leave for childbirth, the university will pay one-half of her regular wages or salary for up to six weeks to allow for pregnancy-related disability, delivery, and recuperation from childbirth. If the employee has sick leave, floating holiday, or vacation benefits available, these benefits may be used to supplement the half pay provided by the university up to but not to exceed the employee’s regular full-time pay.

### **Section 4.5 OTHER LEAVES OF ABSENCE**

A leave of absence may be granted to employees who are not eligible for, or who have exhausted the other types of available leave, based on demonstrated need (*e.g.*, catastrophic illness or injury, extended sickness, or family illness) with the approval of your supervisor and the president. Such leaves will be without pay, unless a benefit applies (vacation, sick leave pay, workers’ compensation). The leave of absence will be limited to a cumulative total (including Family and Medical Leave, extended Family and Medical Leave, and maternity/paternity leave) of 12 months in any 24-month period. While on leave, you do not accrue vacation or sick leave. Employees on

an approved leave of absence may continue participation in the group health plan provided they pay the entire premium; please contact the Office of Human Resources to make the necessary arrangements. The position to which you return following such a leave is not guaranteed and shall be determined on an individual basis.

## **Section 4.6 JURY DUTY**

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

## **Section 4.7 MILITARY LEAVE**

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

## **Section 4.8 OTHER EMPLOYMENT INTERRUPTIONS**

### **A. Bad Weather Days**

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

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

### **B. Medical, Dental Appointments**

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

### **C. Official Closings**

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

**D. Unexpected Tardiness or Absence**

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

**E. Voting**

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

**Section 4.9 PAID TIME OFF**

**A. HOLIDAYS**

Holidays will be declared by the officers of the university. Prior to the beginning of each new fiscal year, a holiday schedule will be posted on the employee portal.

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

**B. VACATION**

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

| Length of Service | Monthly Accrual | Bi-weekly | Annual Accrual | Max Accrual | Pay-out Limit |
|-------------------|-----------------|-----------|----------------|-------------|---------------|
| 0 – 3 Years       | 10.00           | 4.62      | 120.00         | 160.00      | 120.00        |
| 4 – 5 Years       | 13.33           | 6.15      | 160.00         | 200.00      | 180.00        |
| 6 Years and over  | 16.67           | 7.69      | 200.00         | 240.00      | 240.00        |

Vacation earned is accrued with each pay period. The employee will not accrue vacation while on unpaid leave. When the maximum carryover is reached, no additional vacation will be accrued until vacation taken is reported to Payroll. The employee is responsible for monitoring his/her accrued vacation balance by reviewing the pay stub which is available on the employee portal. Should the employee, due to business necessity, be unable to use his/her vacation within these parameters, the supervisor and corresponding division vice president may authorize an exception; prior notification of the exception should be sent to the Office of Human Resources.

Leave time is not available during your first six (6) months of employment, although hiring supervisors can make exceptions. The supervisor must approve vacation time, which is to be taken at the convenience of the department. Employees may use their vacation time in one-half hour increments. Please note that you may not use vacation time that you have not accrued.

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

If you resign your position with TLU, you will be paid for your accrued, unused vacation time. An employee who has given notice of his/her intent to resign will not normally be permitted to take vacation during the notice period through the effective date of resignation. Employees who provide less than two weeks notice or who are dismissed for cause may forfeit their accrued vacation time.

### **C. SICK LEAVE**

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

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

Employees may take sick leave in one-half hour segments. The use of sick leave hours is limited on a daily basis; the number of hours worked plus the number of sick leave hours

taken cannot exceed the number of hours that you normally work in one day (generally 8 hours).

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

**D. JOB ABANDONMENT (NO CALL, NO SHOW)**

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

**E. SICK LEAVE DONATION**

The Sick Leave Donation program is a voluntary, confidential way for you to donate sick days to be used by a co-worker who cannot return to work because of a serious health condition, as defined under the Family and Medical Leave Act (FMLA). Voluntary sick leave donations may be used to provide paid sick leave for a maximum of 20 days in a twelve-month period. The twelve-month period will commence on the day you first utilize donated sick leave.

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

To be eligible to donate sick days, you must have accumulated at least 20 sick days.

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

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

Please contact the Office of Human Resources for more information.

## **SECTION 5: RULES AND CONDUCT**

### **Section 5.1 RULES OF CONDUCT**

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

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

### **Section 5.2 DISCIPLINARY ACTION**

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

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

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

### **Section 5.3 COMMUNICATIONS**

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

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

### **Section 5.4 CONFIDENTIALITY**

In accordance with the trust placed in its employees by the university and its users, all TLU employees are responsible for maintaining the confidentiality of the sensitive data with which they work, including but not limited to personally confidential information about individuals who work or study at TLU. For the purposes of this policy, TLU employees include administrators, student employees, staff, temporary, contract or casual employees, faculty and volunteers.

TLU maintains a number of policies to protect information possessed by the university. In accordance with these policies, all employees must protect all sensitive information by using such information only for approved purposes, controlling its dissemination, and reducing to the extent reasonably possible the risk of its unauthorized use or disclosure.

Additionally, TLU employees may have access to other kinds of sensitive information that is protected by federal, state, or local laws and regulations. TLU employees are required to comply with all applicable laws and regulations and TLU policies. The failure to comply with sensitive information, or to protect other sensitive information not specifically covered by such policies,

laws, or regulations, may result in disciplinary action. Disciplinary action may include termination of employment or enrollment at TLU.

## **Section 5.5 DRUG-FREE WORKPLACE**

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

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

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

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

## **Section 5.6 VIOLENCE IN THE WORKPLACE**

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

Threats, threatening behavior, or other acts of violence executed off the university owned or leased property but directed at university employees or members of the public while conducting official university business, is in violation of this policy. Off-site threats, include but are not limited to, threats made via the telephone, fax, electronic or conventional mail, or any other communication medium.

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

Employees are responsible for immediately notifying their appropriate supervisor and Campus Police of violence on university owned or leased property. Employees should also report any behavior they have witnessed which they regard as threatening or violent and is carried out on

university owned or leased property or in connection with TLU employment. Any person who makes threats, exhibits threatening behavior, or engages in violent acts on university owned or leased property may be removed from the premises pending the outcome of an investigation.

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

## **Section 5.7 FIREWORKS, HAZARDOUS SUBSTANCES, AND WEAPONS**

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

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

## **Section 5.8 NEPOTISM**

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

## **Section 5.9 OUTSIDE EMPLOYMENT**

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

## **Section 5.10 PROFESSIONALISM**

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

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

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

## **Section 5.11 CONSENSUAL RELATIONSHIPS**

TLU is committed to the principle that a positive learning environment is fostered by professionalism, respect, and trust. Students must encounter a university community that is free from exploitation, harassment, or discrimination of any kind (affirmed by American Association of University Professors, Code of Professional Ethics). To this end, Texas Lutheran University deems unethical and inappropriate, amorous relationships, consensual or otherwise, between university employees and students. The university reserves the right to take disciplinary action, including termination, against any employee who engages in such a relationship.

## **Section 5.12 ANTI-DISCRIMINATION AND HARASSMENT POLICY**

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

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

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

## Section 5.13 GRIEVANCE PROCEDURE

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

Because grievances are ultimately resolved by individuals rather than by formal structure, you should first attempt to resolve the difficulty informally. If you have attempted to resolve a problem informally but are not satisfied with the outcome, you may file a formal grievance. To be considered under this procedure,\* a grievance must be raised within 14 days from the time that the employee has knowledge of the act which is the basis for the grievance. Any claim not presented within this time period shall be deemed to have been waived. In an extraordinary circumstance, the vice-president for finance and administration may waive the 14-day period.

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

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

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

1. Find that the complaint is not in violation of prevailing rules and regulations and take no action on your behalf.

2. Find that resolution and/or adjustments are warranted and instruct the proper officers to implement such resolution and/or adjustments.

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

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

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

## **Section 5.14 ELECTRONIC COMMUNICATIONS**

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

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

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

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

to bypass or defeat the device or measure, using any means available to it, with or without notice to the employee.

## **Section 5.15 SOCIAL MEDIA NETWORKING**

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

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

Pursuant to this policy:

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

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

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

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

## **SECTION 6: GENERAL POLICIES AND PROCEDURES**

### **Section 6.1 CHECK CASHING**

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

### **Section 6.2 COMPUTER PURCHASE PROGRAM**

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

### **Section 6.3 COPYRIGHT INFRINGEMENT**

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

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

## **Section 6.4 FUNDRAISING AND GRANTS COORDINATION**

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

## **Section 6.5 PURCHASING**

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

## **Section 6.6 SIGNING AUTHORITY**

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

## **Section 6.7 SOFTWARE COPYRIGHT COMPLIANCE**

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

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

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

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

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

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

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

## **Section 6.8 SOLICITATION**

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

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

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

## **Section 6.9 STUDENT COMPLAINTS**

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

## **Section 6.10 TRAVEL REIMBURSEMENT**

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

### **A. Transportation**

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

**B. Meal/Lodging Expense**

Reasonable actual expenses for meals and hotel expenses are reimbursable.

**C. Miscellaneous Expenses**

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

**E. Receipts**

Reimbursement for expenses is limited to those incurred for business purposes only. Please provide itemized receipts for all expenses for which you plan to seek reimbursement. If a university credit card is used, all receipts must be submitted through the Commercial Card Expense Reporting (CCER) service. Please contact Accounts Payable if you have any questions. Failure to provide receipts may result in that amount being reported to the IRS as additional personal income.

**F. Reporting Expenses**

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

**Section 6.11 TUITION REMISSION / TUITION EXCHANGE**

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

**A. Tuition Remission**

Tuition remission is a benefit that allows full-time employees, their spouses, and unmarried dependents (as defined by the IRS standards) to enroll at TLU at no tuition cost. Once you have completed your 90-day orientation period, you and your dependents may be eligible for tuition remission. Employees of TLU who work at least 50% may register for up to eight courses each fiscal year. Benefits are pro-rated based on FTE. Approval must be sought from your supervisor prior to enrolling in a course.

All costs other than academic tuition (e.g., fees, books, private music lessons, room and board, etc.) will be considered the financial responsibility of the student, and are not covered under the tuition remission/waiver benefit. Personal music instruction, course-related fees, dependent/spouse student services fees, dependent general deposit, post-baccalaureate teacher certification program fees, and any other fees for which the University incurs direct cost per student are not covered under the tuition remission benefit and are the financial responsibility of the student.

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

## **B. Tuition Exchange**

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

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

## **Section 6.12 USE OF UNIVERSITY NAME AND LOGO**

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

## **SECTION 7: SAFETY AND FACILITIES**

### **Section 7.1 SAFETY**

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

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

### **Section 7.2 ACCIDENT AND INJURY REPORTING**

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

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

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

### **Section 7.3 FACILITY USAGE AND SCHEDULING**

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

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

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

## **Section 7.4 FACILITY SERVICE WORK ORDERS**

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

## **Section 7.5 BULLETIN BOARDS**

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

## **Section 7.6 KEY POLICY**

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

## **Section 7.7 LOST AND FOUND**

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

## **Section 7.8 NOTARY PUBLIC SERVICES**

Notary Public services are available in the Office of Academic Affairs and the President's Office by appointment only.

## **Section 7.9 PARKING**

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

## **Section 7.10 POSTAL SERVICES**

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

## **Section 7.11 TLU ANIMALS ON CAMPUS POLICY**

### **PURPOSE**

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

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

### **DEFINITIONS**

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

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

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

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

### **POLICY**

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

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

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

### **VIOLATIONS OF THIS POLICY**

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

### **NON-APPLICABILITY OF THIS POLICY**

**This policy shall not apply to service animals.**

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

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

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

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

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

### **Section 7.12 TOBACCO USE POLICY**

Texas Lutheran University recognizes its social responsibility to promote the health, well-being, and safety of TLU students, faculty, staff and visitors. For this reason, TLU has adopted a tobacco use policy. Smoking and the use of tobacco or tobacco products will be prohibited in and on all University-Owned and leased property to include buildings, grounds, athletic fields and facilities, resident and housing areas, green space, sidewalks and walkways (with exceptions delineated below).

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

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

**Definitions:**

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

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

**Exceptions:**

Smoking and tobacco use will be allowed inside of one’s personal vehicle, in parking lots, and in non-student rental housing.

**Enforcement:**

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

**Signage:**

No Smoking/No Tobacco Use signs will be posted at the entrances to all University owned/leased properties.

**Cessation Support:** Outline # 1-800-QUIT-NOW for free cessation resources and counseling.

**\* NCAA Bylaw 11.1.5 Use of Tobacco Products**

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

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

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

**Section 7.13 UNIVERSITY PROPERTY AND PERSONAL USE**

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

**Section 7.14 VEHICLE USE**

Drivers of university vehicles must be employees, students, or volunteers of TLU with a valid driver’s license and good driving record confirmed by a Motor Vehicle Report (obtained from the

Office of Human Resources). Drivers should submit this form at least two weeks in advance. All 15-passenger van drivers must be 21 years old and have completed the requisite training.

- A.** You may rent vehicles for university business from local and national vendors by making arrangements directly with an approved TLU vendor. Please contact Accounts Payable for a list of current vendors. Depending on which vendor is used, the vehicle will either be delivered to the campus or you will need to pick it up at the vendor. Since TLU provides insurance coverage, do not accept the insurance option. Please forward invoices to Financial Services with billing account numbers and budget director approval for payment.
- B.** You may elect to use your own car for university business travel. Travel by private vehicle is reimbursable at the current IRS rate. Please complete an expense voucher and submit it to the Financial Services for reimbursement.
- C.** The university carries automobile insurance that covers rental vehicles and personal vehicles being used for university business. In general, automobile damage insurance follows the vehicle and liability follows the insured (TLU and employees). If your personal vehicle were involved in an accident while you were conducting TLU business, the damages to your vehicle or injuries to yourself would be the responsibility of your personal insurance. Liability for personal injury to others and damage to others' property would be covered by the TLU insurance. The coverage also carries a death benefit **if** the insured was wearing a seatbelt or protected by an air bag. It is important to remember that, although the insurance is intended to be accepted world-wide, it is not generally accepted in Mexico; special Mexican insurance should be purchased for the duration of a vehicle stay in Mexico. Please notify the vice president for finance immediately following any accident that occurs while on university business.
- D.** There is strong evidence that the use of cellular phones while driving increases the risk of accidents. For this reason, the use of cell phones while driving on university business is prohibited. If you must use a cell phone while driving, pull over to a safe location and stop. Any time that you may save by continuing to drive while using the phone is absolutely not worth the safety risk.
- E.** Children under the age of 18 may not be a passenger in a vehicle used on official university business.

## APPENDICES

### **Appendix A: TLU EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM SPECIFICS**

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

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

#### **Equal Opportunity for Students**

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

#### **Equal Opportunity for Faculty and Staff**

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

#### **Affirmative Action Policy and Actions**

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

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

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

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

## **Appendix B: CRIMINAL HISTORY INVESTIGATION POLICY**

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

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

### **PROCEDURE:**

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

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

## **Appendix C: HIRING POLICY**

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

### **PROCEDURE:**

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

## **Appendix D: FMLA NOTICE OF RIGHTS AND RESPONSIBILITIES**

See attached PDF.

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

U.S. Department of Labor  
Wage and Hour Division



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

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

**[Part A – NOTICE OF ELIGIBILITY]**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

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

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

This Notice is to inform you that you:

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

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

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

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

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

\_\_\_\_\_ No additional information requested

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

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

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

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

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

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

\_\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ at \_\_\_\_\_.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

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

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

See attached policy.



## **CIVIL RIGHTS EQUITY RESOLUTION FOR ALL FACULTY, STUDENTS AND EMPLOYEES**

USE AND ADAPTATION OF THIS MODEL WITH CITATION TO THE NCHERM GROUP,  
LLC/ATIXA IS PERMITTED THROUGH A LICENSE  
TO TEXAS LUTHERAN UNIVERSITY.  
ALL OTHER RIGHTS RESERVED.  
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## **POLICY: Equal Opportunity, Harassment and Nondiscrimination**

*As used in this document, the term “reporting party” refers to the person impacted by alleged discrimination. The term “responding party” refers to the person who has allegedly engaged in discrimination.*

### **Applicable Scope**

Texas Lutheran University affirms its commitment to promote the goals of fairness and equity in all aspects of the educational enterprise. All policies below are subject to resolution using the University’s Equity Resolution Process (ERP)<sup>1</sup> as detailed below. When the responding party is a member of the TLU community, the ERP is applicable regardless of the status of the reporting party who may be a member or non-member of the campus community, including students, student organizations, faculty, administrators, staff, guests, visitors, campers, etc.

### **ADA/504 Coordinators**

The Director of Human Resources and the Director of Counseling and Disability Services oversee the implementation of the University’s coordination efforts to comply with disability laws, including investigation of any allegation of noncompliance, for employees and students respectively. The Director’s of Human Resources and Counseling and Disability Services act with independence and authority free of conflicts of interest. To raise any concern involving a conflict of interest by the Director of Human Resources, the Director of Counseling and Disability Services, or any other administrator involved in the ERP; contact the Texas Lutheran University Vice President of Student Life and Learning and Title IX Coordinator, Kristi Gold Quiros at [kquiros@tlu.edu](mailto:kquiros@tlu.edu) or 830-372-8060.

Inquiries or requests for ADA/504 accommodations should be sent to the following:

#### **Employees:**

##### **Toi Turner**

*Director of Human Resources*  
O.G. Beck Administration Building  
1000 West Court Street, Suite 105A  
Seguin, TX 78155  
830-372-8017  
[tturner@tlu.edu](mailto:tturner@tlu.edu)

#### **Students:**

##### **Dr. Marlene Moriarity**

*Director of Counseling and Disability Services*  
Alumni Student Center – Meadows Center  
1000 West Court Street, Suite 101  
Seguin, TX 78155  
830-372-8009  
[mmoriarity@tlu.edu](mailto:mmoriarity@tlu.edu)

To file a complaint regarding this policy and procedure contact:

**Kristi Gold Quiros**

*Vice President and Dean of Student Life and Learning*

*Title IX Coordinator*

*Alumni Student Center, Suite 102*

1000 West Court Street

Seguin, TX 78155

830-372-8060

[kquiros@tlu.edu](mailto:kquiros@tlu.edu)

**Title IX Coordinator**

The Vice President and Dean of Student Life and Learning, Kristi Gold Quiros serves as the Title IX Coordinator and oversees implementation of the University's policy on equal opportunity, harassment (including sexual misconduct), and nondiscrimination. The Title IX Coordinator heads the Title IX Team and acts with independence and authority free of conflicts of interest. To raise any concern involving a conflict of interest by the Title IX Coordinator, contact Texas Lutheran University President, Debbie Cottrell, Ph.D. at [dcottrell@tlu](mailto:dcottrell@tlu) or 830-372-8001. To raise concerns regarding a potential conflict of interest with any other administrator involved in the ERP, please contact the Title IX Coordinator.

The Title IX Coordinator has a direct reporting relationship to the President. The Coordinator provides ongoing consultation regarding Title IX requirements, grievance issues, and compliance programs to the President and other University Officials. An annual report will be made to the President and shared with the Board of Regents containing statistical reports for the campus community on the incidence of sexual harassment and or other Title IX matters, policy changes, compliance monitoring, campus climate and culture, and prevention/education efforts. The President will also keep the Board informed on a timely basis about potential Title IX violations, consistent with the Boards' oversight responsibilities.

Inquiries about and reports regarding this policy and procedure may be made internally to:

**TITLE IX COORDINATOR**

**Kristi Gold Quiros**

*Vice President and Dean of Student Life and Learning*

*Title IX Coordinator*

*Alumni Student Center, Suite 102*

1000 West Court Street

Seguin, TX 78155  
830-372-8060  
[kquiros@tlu.edu](mailto:kquiros@tlu.edu)

Duties and Responsibilities: Monitoring and oversight of overall implementation of Title IX Compliance at the University, including coordination of training, education, communications, and supervision of the grievance procedures for faculty, staff, students and other members of the University community. Title IX Coordinator may also serve as the first point of contact for student complaints.

## TITLE IX DEPUTY COORDINATORS

**Bernadette K. Buchanan, Ph.D,**  
*Associate Dean of Student Life and Learning*  
Alumni Student Center, Suite 101  
1000 West Court Street  
Seguin, Tex 78155  
830-372-8060  
[bbuchanan@tlu.edu](mailto:bbuchanan@tlu.edu)

**Kyle Wych**  
*Associate Dean of Student Life and Learning*  
Alumni Student Center, Suite 102  
1000 West Court Street  
Seguin, TX 78155  
830-372-8060  
[kwych@tlu.edu](mailto:kwych@tlu.edu)

**David Legore M.F.A.**  
*Professor and Chair of Dramatic Media*  
C203 Weston Center  
1000 West Court Street  
Seguin, TX 78155  
830-372-6021  
[dlegore@tlu.edu](mailto:dlegore@tlu.edu)

**Toi Turner**  
*Director of Human Resources*  
O.G. Beck Administration Building  
1000 West Court Street, Suite 105A

Seguin, TX 78155  
830-372-8019  
[tturner@tlu.edu](mailto:tturner@tlu.edu)

**Troy Patterson**

*Associate Head Coach Women's Basketball*

Jones Complex  
1000 West Court Street  
Seguin, TX 78155  
830-372-8125  
[tpatterson@tlu.edu](mailto:tpatterson@tlu.edu)

Please contact any deputy coordinator if you have questions about Title IX or have a complaint concerning sexual harassment, sex discrimination, sexual assault or any conduct prohibited by this policy.

**Inquiries may be made externally to:**

**Office for Civil Rights (OCR)**

U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-1100  
Customer Service Hotline #: (800) 421-3481  
Facsimile: (202) 453-6012  
TDD#: (877) 521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov)  
Web: <http://www.ed.gov/ocr>

**Office for Civil Rights,**

***Dallas Office***

U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
Telephone: (214) 661-9600  
Facsimile: (214) 661-9587  
Email: [OCR.Dallas@ed.gov](mailto:OCR.Dallas@ed.gov)

**Equal Employment Opportunity Commission (EEOC)**

Contact: <http://www.eeoc.gov/contact/><sup>2</sup>

## **Reporting Discrimination**

Reports of discrimination, harassment and/or retaliation may be made using any of the following options. There is no time limitation on the filing of allegations. However, if the responding party is no longer subject to the University's jurisdiction, the ability to investigate, respond and provide remedies may be more limited:

- 1) Report directly to the Title IX Coordinator or deputy/deputies
- 2) Report online, using the reporting form posted at [https://my.tlu.edu/ICS/Public/Free-form\\_Content.jnz](https://my.tlu.edu/ICS/Public/Free-form_Content.jnz) and/or
- 3) Report using the Campus Conduct Hotline toll free 866.943.5787

All reports are acted upon promptly while every effort is made by the TLU to preserve the privacy of reports. Such reports may also be anonymous. Anonymous reports will be investigated to determine if remedies can be provided. Additionally, all employees of the university are designated as mandated reporters and will share a report with the Title IX Coordinator promptly. Confidentiality and mandated reporting is addressed more specifically below [www.tlu.edu/titleix](http://www.tlu.edu/titleix) . Reports of misconduct or discrimination committed by the Title IX Coordinator should be reported to the President of Texas Lutheran University, Debbie Cottrell, Ph.D.; [dcottrell@tlu.edu](mailto:dcottrell@tlu.edu) or 830-372-8060.

## **Jurisdiction**

This policy applies to behaviors that take place on the campus, at University-sponsored events, and may also apply off-campus and to actions online when the Title IX Coordinator determines that the off-campus conduct affects a substantial University interest. A substantial University interest is defined to include:

- a) Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state or federal law;
- b) Any situation where it appears that the responding party may present a danger or threat to the health or safety of self or others;
- c) Any situation that significantly impinges upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or

d) Any situation that is detrimental to the educational interests of the University.

## **1. TLU Policy on Nondiscrimination**

The University adheres to all federal and state civil rights laws prohibiting discrimination in private institutions of higher education. TLU will not discriminate against any employee, applicant for employment, student or applicant for admission [on the basis of race, religion, hearing status, personal appearance, color, sex, pregnancy, political affiliation, source of income, place of business, residence, religion, creed, ethnicity, national origin (including ancestry), citizenship status, physical or mental disability, age, marital status, family responsibilities, sexual orientation, gender, gender identity, gender expression, veteran or military status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status] or any other protected category under applicable local, state or federal law, including protections for those opposing discrimination or participating in any resolution process on campus or within the Equal Employment Opportunity Commission or other human rights agencies.

This policy covers nondiscrimination in employment and in access to educational opportunities. Therefore, any member of the campus community who acts to deny, deprive or limit the educational, employment, residential and/or social access, benefits and/or opportunities of any member of the campus community, guest or visitor on the basis of their actual or perceived membership in the protected classes listed above is in violation of the University policy on nondiscrimination. When brought to the attention of the University, any such discrimination will be appropriately addressed and remedied by the University according to the Equity Resolution Process described below. Non-members of the campus community who engage in discriminatory actions within University programs or on University property are not under the jurisdiction of this policy, but can be subject to actions that limit their access and/or involvement with University programs as the result of their misconduct. All vendors serving the University through third-party contracts are subject by those contracts to the policies and procedures or their employers.

## **2. TLU Policy on Accommodation of Disabilities**

Texas Lutheran University is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA and ADAAA) and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws pertaining to individuals with disabilities. Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that

substantially limits a major life activity. The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the institution whether qualified or not. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking or caring for oneself.

The Director of Human Resources has been designated as the ADA/504 Coordinator responsible for coordinating efforts to comply with these disability laws, including investigation of any allegation of noncompliance for employees, and the Director of Counseling and Disability Services serves as ADA/504 Coordinator for Students.

#### **a. Students with Disabilities**

Texas Lutheran University is committed to providing qualified students with disabilities with reasonable accommodations and support needed to ensure equal access to the academic programs and activities of the University.

All accommodations are made on a case-by-case basis. A student requesting any accommodation should first contact the Marlene Moriarity PhD, Director of Counseling and Disability Services, [mmoriarity@tlu.edu](mailto:mmoriarity@tlu.edu) who coordinates services for students with disabilities. The Director of Counseling and Disability Services reviews documentation provided by the student and, in consultation with the student, determines which accommodations are appropriate to the student's particular needs and academic programs.

#### **b. Employees with Disabilities**

Pursuant to the ADA, TLU will provide reasonable accommodation(s) to all qualified employees with known disabilities, where their disability affects the performance of their essential job functions, except where doing so would be unduly disruptive or would result in undue hardship.

An employee with a disability is responsible for requesting an accommodation in writing to Toi Turner, Director of Human Resources, and provide appropriate documentation. The Director of Human Resources will work with the employee's supervisor to identify which essential functions of the position are affected by the employee's disability and what reasonable accommodations could enable the employee to perform those duties.

### **3. TLU Policy on Discriminatory Harassment**

Students, staff, administrators, and faculty are entitled to a working environment and educational environment free of discriminatory harassment. University's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial or sensitive subject matters protected by academic freedom. The sections below describe the specific forms of legally prohibited harassment that are also prohibited under University policy.

#### **a. Discriminatory and Bias-Related Harassment**

Harassment constitutes a form of discrimination that is prohibited by University policy as well as the law. TLU condemns and will not tolerate discriminatory harassment against any employee, student, visitor or guest on the basis of any status protected by policy or law. Texas Lutheran University will remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a hostile environment. When harassment rises to the level of creating a hostile environment, TLU may also impose sanctions on the harasser through application of the Equity Resolution Process. Texas Lutheran University's harassment policy explicitly prohibits any form of harassment, defined as unwelcome conduct on the basis of actual or perceived membership in a protected class, by any member or group of the community.

A hostile environment may be created by harassing verbal, written, graphic, or physical conduct that is severe or persistent/pervasive, and objectively offensive such that it interferes with, limits or denies the ability of an individual to participate in or benefit from educational programs or activities or employment access, benefits or opportunities.<sup>3</sup>

The University reserves the right to address offensive conduct and/or harassment that 1) does not rise to the level of creating a hostile environment, or 2) that is of a generic nature not on the basis of a protected status. Addressing such behaviors may not result in the imposition of discipline under University policy, but will be addressed through respectful confrontation, remedial actions, education and/or effective conflict resolution mechanisms. For assistance with conflict resolution techniques, employees should contact the Toi Turner, Director of Human Resources. Students should contact Vice President and Dean of Student Life and Learning, Kristi Gold Quiros for assistance.

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<sup>3</sup> This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department Of Education Office For Civil Rights, Racial Incidents And Harassment Against Students At Educational Institutions Investigative Guidance. The document is available at:

<http://www.ed.gov/about/offices/list/ocr/docs/race394.html>

## b. Sexual Harassment

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC) and the State of Texas regard sexual harassment as a form of sex/gender discrimination and, therefore, as an unlawful discriminatory practice. TLU has adopted the following definition of sexual harassment, in order to address the special environment of an academic community, which consists not only of employer and employees, but of students as well.<sup>4</sup>

Sexual harassment is:

- unwelcome,
- sexual, sex-based and/or gender-based,
- verbal, written, online and/or physical conduct.

Anyone experiencing sexual harassment in any University program is encouraged to report it immediately to the Title IX Coordinator or a deputy. Remedies, education and/or training will be provided in response.

Sexual harassment may be disciplined when it takes the form of *quid pro quo* harassment, retaliatory harassment and/or creates a hostile environment.

A hostile environment is created when sexual harassment is:

- Severe, or
- Sufficiently severe or pervasive, and
- objectively offensive, such that it:
  - unreasonably interferes with, denies or limits someone's ability to participate in or benefit from the University's educational, employment social and/or residential program.

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<sup>4</sup> Also of relevance is the Office of Civil Rights 2001 statement on sexual harassment, "Revised Sexual Harassment Guidance: Harassment Of Students By School Employees, Other Students, Or Third Parties, Title IX," which can be found at: <http://www2.ed.gov/legislation/FedRegister/other/2001-1/011901b.html>, the April, 2011 Dear Colleague Letter on Campus Sexual Violence, which can be found at: [http://www.whitehouse.gov/sites/default/files/dear\\_colleague\\_sexual\\_violence.pdf](http://www.whitehouse.gov/sites/default/files/dear_colleague_sexual_violence.pdf) and OCR's Questions and Answers on Title IX and Sexual Violence, which can be found at: <http://www2.ed.gov/about/offices/list/ocr/docs/qa-201404-title-ix.pdf>.

### *Quid Pro Quo* Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by a person having power or authority over another constitutes sexual harassment when submission to such sexual conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational development or performance.

Some examples of possible Sexual Harassment include:

- A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student accedes to the request and irrespective of whether a good grade is promised or a bad grade is threatened.
- A student repeatedly sends sexually oriented jokes around on an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are displayed in a professor's office or on the exterior of a residence hall door.
- Two supervisors frequently 'rate' several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance.
- A professor engages students in her class in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. She probes for explicit details, and demands that students answer her, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the clear discomfort of the boyfriend, turning him into a social pariah on campus.
- Male students take to calling a particular brunette student "Monica" because of her resemblance to Monica Lewinsky. Soon, everyone adopts this nickname for her, and she is the target of relentless remarks about cigars, the president, "sexual relations" and Weight Watchers.
- A student grabbed another student by the hair, then grabbed her breast and put his mouth on it. While this is sexual harassment, it is also a form of sexual violence.

### **POLICY EXPECTATIONS WITH RESPECT TO CONSENSUAL RELATIONSHIPS**

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty and student, supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The

relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this policy. The University does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the University. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor, and will likely result in the necessity to remove the employee from the supervisory or evaluative responsibilities, or shift a party out of being supervised or evaluated by someone with whom they have established a consensual relationship. This includes RAs and students over whom they have direct responsibility. Failure to timely self-report such relationships to a supervisor as required can result in disciplinary action for an employee.

### **c. Sexual Misconduct**

State law defines various violent and/or non-consensual sexual acts as crimes. While some of these acts may have parallels in criminal law, Texas Lutheran University has defined categories of sex/gender discrimination as sexual misconduct, as stated below, for which action under this policy may be imposed. Generally speaking, TLU considers Non-Consensual Sexual Intercourse violations to be the most serious of these offenses, and therefore typically imposes the most severe sanctions, including termination for employees. However, the University reserves the right to impose any level of sanction, ranging from a reprimand up to and including termination, for any act of sexual misconduct or other sex/gender-based offenses, including intimate partner (dating and/or domestic) violence, non-consensual sexual contact and/or stalking based on the facts and circumstances of the particular allegation. Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, sexual orientation and/or gender identity of those involved. Violations include:

#### **i. Sexual Harassment (as defined in section b above)**

## **ii. Non-Consensual Sexual Intercourse**

Defined as:

- any sexual intercourse
- however slight
- with any object
- by a person upon another person
- that is without consent and/or by force<sup>5</sup>

Sexual intercourse includes:

- Vaginal or anal penetration by a penis, tongue, finger or object, or oral copulation (mouth to genital contact) no matter how slight the penetration or contact.

## **iii. Non-Consensual Sexual Contact**

Defined as:

- any intentional sexual touching
- however slight
- with any object
- by a person upon another person
- that is without consent and/or by force

Sexual touching includes:

- Intentional contact with the breasts, groin, or genitals, mouth or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; or
- Any other bodily contact in a sexual manner.

## **iv. Sexual Exploitation**

Sexual Exploitation refers to a situation in which a person takes non-consensual or abusive sexual advantage of another, and that behavior does not otherwise fall within the definitions of Sexual Harassment, Non-Consensual Sexual Intercourse or Non-

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<sup>5</sup> The use of force in non-consensual sexual intercourse and contact-based incidents is not “worse” than the subjective experience of violation of someone who is a victim of sexual intercourse or sexual contact without consent. However, the use of physical force constitutes a stand-alone non-sexual offense as well, as it is our expectation that those who use physical force (restrict, battery, etc.) would face not just the sexual misconduct allegation, but allegations under the code for the additional assaultive behavior.

Consensual Sexual Contact. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed).
- Invasion of sexual privacy.
- Taking pictures or video or audio recording another in a sexual act, or in any other private activity without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent).
- Prostitution.
- Sexual exploitation also includes engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV), a sexually transmitted disease (STD) or infection (STI) without informing the other person of the infection.
- Administering alcohol or drugs (such as "date rape" drugs) to another person without his or her knowledge or consent (assuming the act is not completed).
- Exposing one's genitals in non-consensual circumstances.
- Sexually-based stalking and/or bullying may also be forms of sexual exploitation.

#### **v. Force and Consent**

**Force:** Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and coercion that overcome resistance or produce consent ("Have sex with me or I'll hit you." "Okay, don't hit me, I'll do what you want.").

Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. When someone makes clear to you that they do not want sex, 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.

**NOTE:** Silence or the absence of resistance alone is not consent. There is no requirement on a party to resist the sexual advance or request, but resistance is a clear demonstration of non-consent. The presence of consent is not demonstrated by the absence of resistance. Sexual

activity that is forced is by definition non-consensual, but non-consensual sexual activity is not by definition forced.

**Consent:** Consent is knowing, voluntary, and clear permission by word or action to engage in mutually agreed upon sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to make certain that the other has consented before engaging in the activity. 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. Consent can be withdrawn once given, as long as the withdrawal is clearly communicated.

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 dating relationship is not sufficient to constitute consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

**Incapacitation:** A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has violated this policy.

It is not an excuse that the responding party was intoxicated and, therefore, did not realize the incapacity of the reporting party.

Incapacitation is defined as a state where 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). This policy also covers a person whose incapacity results from mental disability, involuntary physical restraint and/or from the taking of incapacitating drugs.

In State of Texas, a minor (meaning a person under the age of 17 years) cannot consent to sexual activity. This means that sexual contact by an adult with a person younger than 17 years old may be a crime, and a potential violation of this policy, even if the minor wanted to engage in the act.

## Civil Rights Offenses

In addition to the forms of sexual misconduct, the following behaviors are also prohibited as forms of discrimination when the act is based upon the reporting party's actual or perceived membership in a protected class.

- Threatening or causing physical harm, extreme verbal abuse, or other conduct which threatens or endangers the health or safety of any person;
- Discrimination, defined as actions that deprive, limit or deny other members of the community of educational or employment access, benefits or opportunities;
- Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another;
- Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the university community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity (as defined further in the Hazing Policy);
- Bullying, defined as
  - Repeated and/or severe
  - Aggressive behavior
  - Likely to intimidate or intentionally hurt, control or diminish another person, physically or mentally
  - That is not speech or conduct otherwise protected by the 1<sup>st</sup> Amendment.
- Intimate Partner Violence, defined as violence or abuse between those in an intimate relationship to each other;
  - Examples:
    - A boyfriend shoves his girlfriend into a wall upon seeing her talking to a male friend. This physical assault based in jealousy is a violation of the Intimate Partner Violence policy.
    - An ex-girlfriend shames her female partner, threatening to out her as a lesbian if she doesn't give the ex another chance. Psychological abuse is a form of Intimate Partner Violence.
    - A graduate student refuses to wear a condom and forces his girlfriend to take hormonal birth control though it makes her ill, in order to prevent pregnancy.

- Married employees are witnessed in the parking garage, with one partner slapping and scratching the other in the midst of an argument.
- Stalking
  - Stalking 1:
    - A course of conduct
    - Directed at a specific person
    - On the basis of actual or perceived membership in a protected class
    - That is unwelcome, AND
    - Would cause a reasonable person to feel fear
  - Stalking 2:
    - Repetitive and Menacing
    - Pursuit, following, harassing and/or interfering with the peace and/or safety of another]
- Examples of Stalking
  - A student repeatedly shows up at another student's on-campus residence, always notifying the front desk attendant that they are there to see the resident. Upon a call to the resident, the student informs residence hall staff that this visitor is uninvited and continuously attempts to see them, even so far as waiting for them outside of classes and showing up to their on-campus place of employment requesting that they go out on a date together (Stalking 1).
  - A graduate student working as a on-campus tutor received flowers and gifts delivered to their office. After learning the gifts were from a student they recently tutored, the graduate student thanked the student and stated that it was not necessary and would appreciate if the gift deliveries stop. The student then started leaving notes of love and gratitude on the graduate assistant's car, both on-campus and at home. Asked again to stop, the student stated by email: "You can ask me to stop, but I'm not giving up. We are meant to be together, and I'll do anything necessary to make you have the feelings for me that I have for you." When the tutor did not respond, the student emailed again, "You cannot escape me. I will track you to the ends of the earth. We are meant to be together" (Stalking 2).
- Any other University policies may fall within this section when a violation is motivated by the actual or perceived membership of the reporting party's sex or gender.

Sanctions for the above-listed "Civil Rights Behaviors" behaviors range from reprimand through expulsion (students) or termination of employment.

## **Retaliation**

Retaliation is defined as any adverse action taken against a person participating in a protected activity because of their participation in that protected activity. Retaliation against an individual for alleging harassment, supporting a party bringing an allegation or for assisting in providing information relevant to a claim of harassment is a serious violation of University policy and will be treated as another possible instance of harassment or discrimination. Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The University is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

### **Examples of Retaliation:**

- Student-athlete A files an allegation against a coach for sexual harassment; the coach subsequently cuts the student-athlete's playing time in half without a legitimate justification
- A faculty member complains of gender inequity in pay within her department; the Department Chair then revokes his prior approval allowing her to attend a national conference, citing the faculty member's tendency to "ruffle feathers."
- A student from Organization A participates in a sexual misconduct hearing against the responding individual – also a member of Organization A; the student is subsequently removed as a member of Organization A because he participated in the hearing.

## **Remedial Action**

Upon notice of alleged discrimination, the University will implement initial remedial, responsive and/or protective actions upon notice of alleged harassment, retaliation and/or discrimination. Such actions could include but are not limited to: no contact orders, providing counseling and/or medical services, academic support, living arrangement adjustments, transportation accommodations, visa and immigration assistance, student financial aid counseling, providing a campus escort, academic or work schedule and assignment accommodations, safety planning, referral to campus and community support resources.

TLU will take additional prompt remedial and/or disciplinary action with respect to any member of the community, guest or visitor upon a finding that they have engaged in harassing or discriminatory behavior or retaliation.

The university will maintain as confidential any accommodations or protective measures, provided confidentiality does not impair the University's ability to provide the accommodations or protective measures.

Procedures for handling reported incidents are fully described below.

### **Confidentiality and Reporting of Offenses Under This Policy**

All University employees (faculty, staff, administrators) are expected to report actual or suspected discrimination or harassment to appropriate officials immediately, though there are some limited exceptions. In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality – meaning they are not required to report actual or suspected discrimination or harassment to appropriate university officials – thereby offering options and advice without any obligation to inform an outside agency or campus official unless a reporting party has requested information to be shared. Other resources exist for reporting parties to report crimes and policy violations and these resources will take action when an incident is reported to them. The following describes the reporting options at Texas Lutheran University:

#### **a. Confidential Reporting**

If a reporting party would like the details of an incident to be kept confidential, the reporting party may speak with:

- On-campus licensed professional counselors
- On-campus health service providers
- On-campus Victim Advocates / Local rape crisis counselors
- On-campus members of the clergy/chaplains working within the scope of their licensure or ordination
- Campus Conduct Hotline

All of the above-listed individuals will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor. Campus counselors and/or the Employee Assistance Program are available to help free of charge and can be seen on an emergency basis during normal business hours. University employees listed above will submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client, patient or parishioner.

## **b. Formal Reporting Options**

All Texas Lutheran University employees have a duty to report, unless they fall under the “Confidential Reporting” section above. Reporting parties may want to consider carefully whether they share personally identifiable details with non-confidential employees, as those details must be shared with the Title IX Coordinator. Employees must promptly share all details of the reports they receive. Generally, climate surveys, classroom writing assignments or discussions, human subjects research, or events such as Take Back the Night marches or speak-outs do not provide notice that must be reported to the Coordinator by employees, unless the reporting party clearly indicates that they wish a report to be made. Remedial actions may result from such disclosures without formal University action.

If a reporting party does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal resolution to be pursued, the reporting party may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and comply with federal law. Note that the University’s ability to remedy and respond to a reported incident may be limited if the reporting party does not want the institution to proceed with an investigation and/or the Equity Resolution Process.

In cases indicating pattern, predation, threat, weapons and/or violence, the University will likely be unable to honor a request for confidentiality. In cases where the reporting party requests confidentiality and the circumstances allow the University to honor that request, the University will offer interim supports and remedies to the reporting party and the community, but will not otherwise pursue formal action. A reporting party has the right, and can expect, to have allegations taken seriously by University when formally reported, and to have those incidents investigated and properly resolved through these procedures.

Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be told, including but not limited to: Human Resources, The Office of the Vice President for Academic Affairs, Office of Student Life and Learning, University Police, and the Student Concern Committee (STUCC) Information will be shared as necessary with investigators, witnesses and the responding party. The circle of people with this knowledge will be kept as tight as possible to preserve a reporting party’s rights and privacy. Additionally, anonymous reports can be made by victims and/or third parties using the online reporting form posted at [www.tlu.edu/titleix](http://www.tlu.edu/titleix) or the Campus Conduct reporting hotline at 866-943-5787. Note that these anonymous reports may prompt a need for the institution to investigate.

Failure of a non-confidential employee, as described in this section, to report an incident or incidents of sex/gender harassment or discrimination of which they become aware is a violation of University policy and can be subject to disciplinary action for failure to comply.

### **Federal Timely Warning Obligations**

Parties reporting sexual misconduct should be aware that under the Clery Act, University administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. The University will ensure that a victim's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

### **False Allegations**

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

### **Amnesty for Reporting Party and Witnesses**

The University community encourages the reporting of misconduct and crimes by reporting parties and witnesses. Sometimes, reporting parties or witnesses are hesitant to report to University officials or participate in resolution processes because they fear that they themselves may be accused of policy violations, such as underage drinking at the time of the incident. It is in the best interests of this community that reporting parties choose to report to university officials, and that witnesses come forward to share what they know. To encourage reporting, University pursues a policy of offering reporting parties and witnesses amnesty from minor policy violations related to the incident.

**Students:** Sometimes, students are hesitant to offer assistance to others for fear that they may get themselves in trouble (for example, a student who has been drinking underage might hesitate to help take a sexual misconduct victim to the TLU Police). The University pursues a policy of amnesty for students who offer help to others in need. While policy violations cannot be overlooked, the university will provide educational options, rather than punishment, to those who offer their assistance to others in need.

**Employees:** Sometimes, employees are also hesitant report harassment or discrimination they have experienced for fear that they may get themselves in trouble. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to University officials. The institution may, at its discretion, offer employee reporting parties amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to witnesses on a case-by-case basis.

**TLU Policy on Disclosure of Misconduct** (Whistleblower Policy).

It is the policy of the university that employees shall, without fear of retaliation, be free to report conduct within the university that they reasonably believe may constitute misconduct. This includes, but is not limited to, the following: wire fraud, mail fraud, bank fraud, securities fraud or questionable accounting and internal controls, auditing matters, safety and security issues, illegal or unethical business practices.

A representative of the university shall not take an adverse employment action in retaliation against an employee who in good faith reports possible misconduct under this policy. However, employees 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 may be subject to discipline, including termination of employment.

**Federal Statistical Reporting Obligations**

Certain campus officials – those deemed Campus Security Authorities - have a duty to report sexual assault, domestic violence, dating violence and stalking for federal statistical reporting purposes (Clery Act). All personally identifiable information is kept confidential, but statistical information must be passed along to TLU PD regarding the type of incident and its general location (on or off-campus, in the surrounding area, but no addresses are given) for publication in the Annual Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime, to ensure greater community safety. Mandated federal reporters include: student affairs/student conduct, TLU PD, City of Seguin police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations and any other official with significant responsibility for student and campus activities. The information to be shared includes the date, the location of the incident (using Clery location categories) and the Clery crime category. This reporting protects the identity of the victim and may be done anonymously.

## **EQUITY RESOLUTION PROCESS FOR ALLEGATIONS OF HARASSMENT, SEXUAL MISCONDUCT, AND OTHER FORMS OF DISCRIMINATION**

Texas Lutheran University will act on any formal or informal allegation or notice of violation of the policy on Equal Opportunity, Harassment and Nondiscrimination, that is received by the Director of Human Resources, Title IX Coordinator, Deputy Title IX Coordinators, or a member of the administration, faculty, or other employee.

The procedures described below apply to all allegations of harassment or discrimination on the basis of protected class involving students, staff or faculty members. These procedures may also be used to address collateral misconduct occurring in conjunction with harassing or discriminatory conduct (e.g.: vandalism, physical abuse of another, etc.). All other allegations of misconduct unrelated to incidents covered by this policy will be addressed through the procedures elaborated in the respective student, faculty and staff handbooks.

### **Overview**

Upon notice to the Title IX Coordinator or Director of Human Resources, this resolution process involves a prompt preliminary inquiry to determine if there is reasonable cause to believe the nondiscrimination policy has been violated. If so, the University will initiate a confidential investigation that is thorough, reliable, impartial, prompt and fair. The investigation and the subsequent resolution process determines whether the nondiscrimination policy has been violated. If so, the University will promptly implement effective remedies designed to end the discrimination, prevent its recurrence and address its effects.

## 1. Equity Resolution Process (ERP)

Allegations under the policy on nondiscrimination are resolved using the ERP. Members of the ERP pool consist of faculty, administrative staff, and hourly staff. Members of the ERP pool are trained in all aspects of the resolution process, and can serve in any of the following roles, at the direction of the Title IX Coordinator or Director of Human Resources:

- To act as process advisors [or advocates] to those involved in the Equity Resolution Process
- To serve on hearing panels for allegations
- To serve on appeal panels for allegations

ERP pool members also recommend proactive policies, and serve in an educative role for the community. The Vice President of Academic Affairs, in consultation with the Title IX Coordinator or Director of Human Resources, appoints the ERP pool, which reports to the Title IX Coordinator or Director of Human Resources. ERP pool members receive annual training organized by the Title IX Coordinator or Director of Human Resources, including a review of University policies and procedures as well as applicable federal and state laws and regulations so that they are able to appropriately address allegations, provide accurate information to members of the community, protect safety and promote accountability. This training will include, but is not limited to: how to appropriately remedy, investigate, render findings and determine appropriate sanctions in reference to all forms of harassment and discrimination allegations; the University's Discrimination and Harassment Policies and Procedures (including Sexual Misconduct); confidentiality and privacy; and applicable laws, regulations and federal regulatory guidance. All ERP pool members are required to attend this annual training to be eligible to serve.

The Equity Resolution Process pool includes:

- One representative from Human Resources or one from the Title IX Student Life, etc., who are *ex officio* members and who respectively Chair resolution panel hearings for allegations involving student and employee responding parties
- At least four members of the faculty
- At least 5 members of the administration/staff – three administrative staff and two hourly staff.

ERP pool members are usually appointed to three-year terms. Appointments to the pool should be made with attention to representation of groups protected by the harassment and non-

discrimination policy. Individuals who are interested in serving in the pool are encouraged to contact the Title IX Coordinator or Director of Human Resources. [No member of the pool may be a practicing attorney]. If the respondent is a student, please follow the student process outlined in the student handbook.

## **2. Reporting Misconduct**

Any member of the community, guest or visitor who believes that the policy on Equal Opportunity, Harassment, Sexual Misconduct and Nondiscrimination has been violated should contact the Title IX Coordinator or Director of Human Resources.

It is also possible for employees to notify a supervisor, or for students to notify an administrative advisor or faculty member. Any member of the community, including visitors, may contact TLU Police Department to make a report. These individuals will in turn notify the Title IX Coordinator or Director of Human Resources. The University website also includes a reporting form at [www.tlu.edu/titleix](http://www.tlu.edu/titleix) which may serve to initiate the resolution process.

All employees receiving reports of a potential violation of University policy are expected to promptly contact the Title IX Coordinator or Director of Human Resources, within 24 hours of becoming aware of a report or incident. All initial contacts will be treated with privacy: specific information on any allegations received by any party will be reported to the Title IX Coordinator or Director of Human Resources, but, subject to the University's obligation to redress violations, every effort will be made to maintain the privacy of those initiating an allegation. In all cases, the University will give consideration to the reporting party with respect to how the reported misconduct is pursued, but reserves the right, when necessary to protect the community, to investigate and pursue a resolution even when a reporting party chooses not to initiate or participate in the resolution process.

### 3. Preliminary Inquiry

Following receipt of notice or a report of misconduct, the Title IX Coordinator or Director of Human Resources<sup>6</sup> engages in a preliminary inquiry to determine if there is reasonable cause to believe the Equal Opportunity, Harassment, Sexual Misconduct and Nondiscrimination policy has been violated. The preliminary inquiry is typically 1-3 days in duration. This inquiry may also serve to help the Title IX Coordinator or Director of Human Resources to determine if the allegations evidence violence, threat, pattern, predation and/or weapon, in the event that the reporting party has asked for no action to be taken. In any case where violence, threat, pattern, predation, and/or weapon is not evidenced, the Title IX Coordinator or Director of Human Resources may respect a reporting party's request for no action, and will investigate only so far as necessary to determine appropriate remedies. As necessary, the University reserves the right to initiate resolution proceedings without a formal report or participation by the reporting party.

In cases where the reporting party wishes to proceed or the University determines it must proceed, and the preliminary inquiry shows that reasonable cause exists, the Title IX Coordinator or Director of Human Resources will direct a formal investigation to commence and the allegation will be resolved through one of three processes discussed briefly here and in greater detail below:

- Conflict Resolution – typically used for less serious offenses and only when both parties agree to conflict resolution
- Informal Resolution – a resolution without a hearing panel, or
- Formal Resolution – a resolution of contested allegations with a hearing panel.

The process followed considers the preference of the parties, but is ultimately determined at the discretion of the Title IX Coordinator or Director of Human Resources. Conflict Resolution may only occur if selected by all parties. The parties can elect for Informal Resolution, but Informal Resolution may also apply if the responding party accepts responsibility for all alleged violations of policy. If either party or both parties select Formal Resolution, or the Title IX Coordinator or Director of Human Resources determines that Formal Resolution is appropriate, the allegation will be addressed using the Formal Resolution option.

If conflict resolution is desired by the reporting party, and appears appropriate given the nature of the alleged behavior, then the report does not proceed to investigation, unless a pattern of misconduct is suspected or there is an actual or perceived threat of further harm to the community or any of its members.

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<sup>6</sup> If circumstances require, the President or Title IX Coordinator/Director of Human Resources may designate another person to oversee the process below, should an allegation be made against the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties.

Once a formal investigation is commenced, the Title IX Coordinator or Director of Human Resources will provide written notification of the investigation to the parties at an appropriate time during the investigation.<sup>7</sup> The University aims to complete all investigations within a sixty (60) calendar day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator or Director of Human Resources with notice to the parties as appropriate.

If, during the preliminary inquiry or at any point during the formal investigation, the Title IX Coordinator or Director of Human Resources determines that there is no reasonable cause to believe that policy has been violated, the process will end unless the reporting party requests that the Title IX Coordinator or Director of Human Resources makes an extraordinary determination to re-open the investigation or to forward the matter for a hearing. This decision lies in the sole discretion of the Title IX Coordinator or Director of Human Resources.

#### **4. Interim Remedies/Actions**

The Title IX Coordinator or Director of Human Resources may provide interim remedies intended to address the short-term effects of harassment, discrimination and/or retaliation, i.e., to redress harm to the reporting party and the community and to prevent further violations.

These remedies may include, but are not limited to:

- Referral to counseling and health services
- Referral to the services provided through the Employee Assistance Program
- Altering the housing situation of an the responding party (resident student or resident employee (or the reporting party, if desired))
- Altering work arrangements for employees
- Providing campus escorts
- Implementing contact limitations between the parties
- Offering adjustments to meeting professional deadlines, course schedules, etc.

The University may place an employee on administrative leave pending the completion of ERP investigation and procedures, particularly when in the judgment of the Title IX Coordinator or

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<sup>7</sup> Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official University records; or emailed to the parties' University-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The reporting party is typically copied on such correspondence.

Director of Human Resources in consultation with the Vice President of Finance , indicate the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on-campus of the responding party whose behavior is in question. A violation of the directive under this policy will be grounds for termination.

During administrative leave, an employee may be denied access to University housing and/or the University campus/facilities/events. As determined by the Title IX Coordinator or Director of Human Resources in consultation with the Vice President of Finance, this restriction can include classes and/or all other University activities or privileges for which the employee might otherwise be eligible. In consultation with the Title IX Coordinator or Director of Human Resources, alternative coursework options may be pursued to ensure as minimal an impact as possible on the responding party.

The institution will maintain as confidential any interim actions or protective measures, provided confidentiality does not impair the institution's ability to provide the interim actions or protective measures.

## **5. Investigation**

Once the decision is made to commence a formal investigation, the Title IX Coordinator or Director of Human Resources appoints individuals from the Title IX Committee to conduct the investigation (typically using a team of two investigators), usually within two (2) days of determining that an investigation should proceed. For other non discrimination violations the Director of Human Resources will conduct the investigation. Investigations are completed expeditiously, normally within thirty (30) days, though some investigations take weeks or even months, depending on the nature, extent and complexity of the allegations, availability of witnesses, police involvement, etc.

The University may undertake a short delay its investigation (several days to weeks, to allow evidence collection) when criminal charges on the basis of the same behaviors that invoke this process are being investigated. The University will promptly resume its investigation and resolution processes once notified by law enforcement that the initial evidence collection process is complete. University action will not typically be altered or precluded on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

All investigations will be thorough, reliable, impartial, prompt and fair. Investigations entail interviews with all relevant parties and witnesses, obtaining available evidence and identifying sources of expert information, as necessary.

The investigators will typically take the following steps, if not already completed (not necessarily in order):

- In coordination with campus partners (e.g.: the Title IX Coordinator or Director of Human Resources), initiate or assist with any necessary remedial actions;
- Determine the identity and contact information of the reporting party;
- Identify all policies allegedly violated;
- Assist the Title IX Coordinator or Director of Human Resources with an immediate preliminary inquiry to determine if there is reasonable cause to believe the responding party has violated policy.
  - If there is insufficient evidence to support reasonable cause, the inquiry should be closed with no further action;
- Meet with the reporting party to finalize their statement;
- Prepare the notice of allegations [charges] on the basis of the preliminary inquiry;
- Commence a thorough, reliable and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended timeframe, and order of interviews for all witnesses and the responding party, who may be given notice prior to or at the time of the interview;
- Prepare the notice of allegation [charges] on the basis of the preliminary inquiry;
- Meet with the reporting party to finalize their statement, if necessary;
- If possible, provide written notification to the parties prior to their interviews that they may have the assistance of a ERP pool member or other advisor of their choosing present for all meetings attended by the advisee;
- Provide the parties with a written description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures and a statement of the potential sanctions/responsive actions that could result;
- Prior to the conclusion of the investigation, provide the reporting party and the responding party with a list of witnesses whose information will be used to render a finding;
- Allow each party the opportunity to suggest questions they wish the investigators to ask of the other party and witnesses.
- Provide the parties with all relevant evidence to be used in rendering a determination and provide each with a full and fair opportunity to address that evidence prior to a finding being rendered;
- Complete the investigation promptly, and without unreasonable deviation from the intended timeline;

- Provide regular updates to the reporting party throughout the investigation, and to the responding party, as appropriate;
- Once the report is complete, the report is shared with the parties for their review and comment. The investigators may incorporate feedback from the parties as appropriate;
- Make a recommendation to the Title IX Coordinator or Director of Human Resources a finding, based on a preponderance of the evidence (whether a policy violation is more likely than not);
- Investigators, Director of Human Resources, and/or the Title IX Coordinator finalize and present the findings to the responding party, who may accept the findings, accept the findings in part and reject them in part, or may reject all findings;
- Share the findings and update the reporting party on the status of the investigation and responding party's decision on the finding, without undue delay.

At any point during the investigation, if it is determined there is no reasonable cause to believe that University policy has been violated, the Title IX Coordinator or Director of Human Resources has authority to terminate the investigation and end resolution proceedings.

Witnesses (as distinguished from the parties) are expected to cooperate with and participate in the University's investigation and the Equity Resolution Process. Any witness who declines to participate in or cooperate with an investigation will not be permitted to offer evidence or testimony later in a hearing (if a hearing is held). Failure of a witness to cooperate with and/or participate in the investigation or Equity Resolution Process constitutes a violation of policy and may be subject to discipline. Witnesses may provide written statements in lieu of interviews during the investigation and may be interviewed remotely by phone, Skype (or similar technology), if they cannot be interviewed in person or if the investigators determine that timeliness or efficiency dictate a need for remote interviewing. Parties who elect not to participate in the investigation or to withhold information from the investigation will not have the opportunity to offer evidence during the hearing and/or appeal stages of the process if it could have been offered during the investigation. Failure to offer evidence prior to an appeal does not constitute grounds for appeal on the basis of new evidence.

No unauthorized audio or video recording of any kind is permitted during investigation meetings or other Equity Resolution Process proceedings.

## 6. Advisors

Each party is allowed to have an advisor of their choice present with them for all ERP meetings and proceedings, from intake through to final determination. The parties may select whomever they wish to serve as their advisor as long as the advisor is eligible and available, and usually not otherwise involved in the resolution process, such as serving as a witness. The advisor may be a friend, mentor, family member, attorney or any other supporter a party chooses to advise them who is available and eligible. Witnesses cannot also serve as advisors. The parties may choose advisors from inside or outside the campus community. The Title IX Coordinator or Director of Human Resources will also offer to assign a trained ERP pool member to work as an advisor/advocate for any party. The parties may choose their advisor from the ERP pool, choose a non-trained advisor from outside the pool, if preferred, or proceed without an advisor.

The parties may be accompanied by their advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help their advisees prepare for each meeting, and are expected to advise ethically, with integrity and in good faith. The University cannot guarantee equal advisory rights, meaning that if one party selects an advisor who is an attorney, but the other party does not, or cannot afford an attorney, the University is not obligated to provide one. Additionally, responding parties may wish to contact organizations such as:

- FACE (<http://www.facecampusequality.org>)
- SAVE (<http://www.saveservices.org>).

Reporting parties may wish to contact organizations such as:

- The Victim Rights Law Center (<http://www.victimrights.org>), or the
- The National Center for Victims of Crime (<http://www.victimsofcrime.org>), which maintains the Crime Victim's Bar Association.

All advisors are subject to the same campus rules, whether they are attorneys or not. Advisors may not address campus officials in a meeting or interview unless invited to. The advisor may not make a presentation or represent the reporting party or the responding party during any meeting or proceeding and may not speak on behalf of the advisee to the investigators or hearing panelists. The parties are expected to ask and respond to questions on their own behalf, without representation by their advisor. Advisors may confer quietly with their advisees or in writing as necessary, as long as they do not disrupt the process. For longer or more

involved discussions, the parties and their advisors should ask for breaks or step out of meetings to allow for private conversation. Advisors will typically be given an opportunity to meet in advance of any interview or meeting with the administrative officials conducting that interview or meeting. This pre-meeting will allow advisors to clarify any questions they may have, and allows the University an opportunity to clarify the role the advisor is expected to take.

Advisors are expected to refrain from interference with the investigation and resolution. Any advisor who steps out of their role will be warned once and only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave the meeting. When an advisor is removed from a meeting, that meeting will typically continue without the advisor present. Subsequently, the Title IX Coordinator or Director of Human Resources or designee will determine whether the advisor may be reinstated, may be replaced by a different advisor, or whether the party will forfeit the right to an advisor for the remainder of the process.

The University understands that the parties may wish to share documentation related to the allegations with their advisors. Advisors are expected to maintain the privacy of the information shared with them. This information may not be shared with 3<sup>rd</sup> parties, disclosed publicly, or used for purposes not explicitly authorized by the responding party. The University may seek to restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by the University's privacy expectations.

The University expects an advisor to adjust their schedule to allow them to attend University meetings when scheduled. The University does not typically change scheduled meetings to accommodate an advisor's inability to attend. The University will, however, make reasonable provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video and/or virtual meeting technologies as may be convenient and available.

A party may elect to change advisors during the process, and is not locked into using the same advisor throughout.

The parties must advise the investigators of the identity of their advisor at least one (1) day before the date of their first meeting with investigators (or as soon as possible if a more expeditious meeting is necessary or desired). The parties must provide timely notice to investigators if they change advisors at any time.

## **7. Conflict Resolution and Informal Resolution**

Proceedings are private. All persons present at any time during the hearing are expected to maintain the privacy of the proceedings in accord with University policy. While the contents of the hearing are private, the parties have discretion to share their own experiences if they so choose, and should discuss doing so with their advisors.

### **a. Conflict Resolution**

Conflict Resolution is often used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the formal hearing process to resolve conflicts. The Title IX Coordinator or Director of Human Resources will determine if conflict resolution is appropriate, based on the willingness of the parties, the nature of the conduct at issue and the susceptibility of the conduct to conflict resolution. In a conflict resolution meeting, a trained administrator will facilitate a dialogue with the parties to an effective resolution, if possible. Sanctions are not possible as the result of a conflict resolution process, though the parties may agree to appropriate remedies. The Title IX Coordinator or Director of Human Resources will keep records of any resolution that is reached, and failure to abide by the accord can result in appropriate responsive actions.

Conflict Resolution will not be the primary resolution mechanism used to address reports of violent behavior of any kind or in other cases of serious violations of policy, though it may be made available after the formal process is completed should the parties and the Title IX Coordinator or Director of Human Resources believe that it could be beneficial. Mediation will not be used in cases of sexual violence. It is not necessary to pursue conflict resolution first in order to pursue Informal or Formal Resolution, and either party participating in Conflict Resolution can stop that process at any time and request a shift to either Informal or Formal Resolution.

### **b. Informal Resolution: Resolution Without a Hearing Panel**

Informal Resolution or Resolution Without a Hearing Panel can be pursued for any behavior that falls within the policy on Equal Opportunity, Harassment, Sexual Misconduct, and Nondiscrimination, at any time during the process. This option may be used when:

- A responding party admits responsibility for all or part of the alleged policy violations at any point in the process;
- When the investigation reaches a finding that the parties accept;
- When both parties elect to resolve the allegation using the Informal Resolution process

and the Title IX Coordinator or Director of Human Resources assents;

- When the Title IX Coordinator or Director of Human Resources implements the results of an investigation for an at-will employee.

In Informal Resolution, the investigator has the authority to address all collateral misconduct, meaning that they hear all allegations of discrimination, harassment and retaliation, but also may address any additional alleged policy violations that have occurred in concert with the discrimination, harassment or retaliation, even though those collateral allegations may not specifically fall within the policy on Equal Opportunity, Harassment, Sexual Misconduct, and Nondiscrimination. Accordingly, investigations should be conducted with as wide a scope as necessary.

Any evidence that the investigator believes is relevant and credible may be considered, including history and pattern evidence. The investigator may exclude irrelevant or immaterial evidence and may choose to disregard evidence lacking in credibility or that is improperly prejudicial.

Unless the investigator determines it is appropriate, the investigation and the finding will not consider: (1) incidents not directly related to the possible violation, unless they show a pattern, (2) the sexual history of the reporting party (though there may be a limited exception made in regards to the sexual history between the parties), (3) or the character of the reporting party. While previous conduct violations by the responding party are not generally admissible as information about the present allegation, the investigators may consider information about previous good faith allegations and/or findings to consider as evidence of pattern and/or predatory conduct.

The investigator(s) will not meet with character witnesses, but investigators will accept up to two (2) letters supporting the character of each of the parties.

The investigator(s) will base the determination(s) on the preponderance of the evidence, whether it is more likely than not that the responding party violated policy as alleged.

Typically, at the close of an investigation which determines that a responding party is in violation of policy, the Title IX Coordinator or Director of Human Resources, the investigator(s) or both will meet with the responding party to explain the finding(s) of the investigation. Once informed, the responding party may choose to admit responsibility for all or part of the alleged policy violations. If the responding party admits responsibility, in whole or in part, the Title IX Coordinator or Director of Human Resources will render a determination that the individual is

in violation of University policy for the admitted conduct, and will normally proceed to convene a formal hearing on any remaining disputed violations.

If the responding party admits to the violation(s), the Title IX Coordinator or Director of Human Resources, in consultation as appropriate, will determine a responsive action. If the responsive action is accepted by both the reporting party and responding party, the Title IX Coordinator or Director of Human Resources or designee will implement the finding and sanction, and act promptly and effectively to stop the harassment or discrimination, prevent its recurrence and remedy the effects of the discriminatory conduct. No appeal is permitted.

If either party rejects the responsive action, a formal hearing will be held on the responsive action only, according to the Formal Resolution procedures below.

If alleged misconduct is resolved at this stage, the Title IX Coordinator or Director of Human Resources will inform the parties of the final determination within three (3) days of the resolution, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official University records; or emailed to the parties' University-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The notification of outcome will specify the finding on each alleged policy violation, any sanctions that may result which the University is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the University is permitted to share under state or federal law. The notice will also include information on when the results are considered by the University to be final, any changes that occur prior to finalization, and any appeals options that are available.

At any point during the Informal Resolution process, including at its conclusion, either party may request that the matter be referred to the Formal Resolution Process for presentation before a hearing panel, except in cases where the responding party is an at-will employee.

In cases involving at-will employees, all findings and responsive actions will be determined by the [Human Administrator in collaboration with the Title IX Coordinator], based on the results of the investigation.

### **c. Formal Resolution: Resolution with a Hearing Panel**

For all contested allegations that are not resolved through either Conflict Resolution or Informal Resolution, the Title IX Coordinator or Director of Human Resources will initiate a

formal hearing panel within ten (10) days of the conclusion of the investigation, barring unusual circumstances.

## **8. Formal Hearing Panel Procedures :**

If the respondent is a student. The student hearing panel procedures can be found in the student handbook. <http://www.tlu.edu/student-life/message-from-the-dean/> Below the are the hearing procedures for faculty and staff.

### **a. Hearing Panels**

The Title IX Coordinator or Director of Human Resources will refer the investigation findings to the non-ERP pool members. The Title IX Coordinator or Director of Human Resources will empanel four members from the available pool to the hearing panel, one of them will serve as acting Chair and none of whom will have been previously involved with the allegation. An alternate will sit in throughout the process if needed or at the discretion of the Chair. Those who served as investigators will be witnesses in the hearing of the allegation and therefore may not serve as hearing panel members. Those who are serving the parties as advisors, if any, are not eligible to serve as panelists. The panel will meet at a time determined by the Title IX Coordinator or Director of Human Resources.

### **b. Notice of Hearing**

At least five (5) business days prior to the hearing, or as far in advance as is reasonably possible if an accelerated hearing is scheduled with the consent of the parties, Title IX Coordinator or Director of Human Resources will send a letter to the parties with the following information. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The letter will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures and a statement of the potential sanctions/responsive actions that could result.
- The time, date and location of the hearing and a reminder that attendance is mandatory, superseding all other campus activities. If any party does not appear at the scheduled hearing, the hearing will be held in their absence. For compelling reasons, the Acting-chair may reschedule the hearing.
- Notification that the parties may have the assistance of a panel member or other advisor of their choosing at the hearing (See Section 6: “Advisors” above).

Hearings for possible violations that occur near or after the end of an academic term and are unable to be resolved prior to the end of term will typically be held immediately after the end of the term or during the summer, as needed, to meet the resolution timeline followed by the University and remain within the sixty (60) day goal for resolution.

### **c. Hearing Procedures**

Hearing panels will usually be convened within ten (10) business days of the completion of the investigation, and will be conducted in private. The panel has the authority to hear all collateral misconduct, meaning that it hears all allegations of discrimination, harassment, sexual misconduct, and retaliation, but also may hear any additional alleged policy violations that have occurred in concert with the discrimination, harassment, sexual misconduct or retaliation, even though those collateral allegations may not specifically fall within the panel's jurisdiction. Accordingly, investigations should be conducted with as wide a scope as necessary.

Participants will include the Acting-Chair, the three (3) members of the panel, the investigator(s) who conducted the investigation, the reporting party, responding party, advisors to the parties and any called witnesses.

#### **Pre-Hearing**

The Title IX Coordinator or Director of Human Resources will exchange the names of witnesses who will be participating in the hearing, all pertinent documentary evidence and the investigation report between the parties at least two (2) days prior to the hearing. Any witness scheduled to participate in the hearing must have been interviewed first by investigators (or have proffered a written statement), unless all parties consent to the participation of that witness in the hearing. In addition, the parties may request the names of each of the hearing panel members at least two (2) days in advance of the hearing. All objections to any panelist must be raised in writing to the Title IX Coordinator or Director of Human Resources as soon as possible. Hearing panel members will only be unseated if the Title IX Coordinator or Director of Human Resources concludes that their bias precludes an impartial hearing of the allegation. The panelists will be given a list of the names of each parties and witnesses at least two (2) days in advance of the hearing. Any panelist or Acting-Chair who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties and all witnesses in advance of the hearing.

The Acting-Chair, in consultation with the parties and investigators, may decide in advance of the hearing that certain witnesses do not need to be physically present if their testimony can be

adequately summarized by the investigator(s) in the investigation report or during the hearing. All parties will have ample opportunity to present facts and arguments in full and question all present witnesses during the hearing, though formal cross-examination is not used between the parties. If alternative attendance or questioning mechanisms are desired, such as the reporting party not wanting to be in the same room as the responding party for the hearing (screens, Skype, questions directed through the Acting-Chair, etc.), the parties should request them from the Title IX Coordinator or Director of Human Resources at least two (2) days prior to the hearing. In the case of documented disabilities for which accommodations in the process are necessary, University will make reasonable accommodations for the parties when requested in advance.

### **Investigator Presents the Report**

Once the procedures are explained and the participants are introduced, the investigator will present the report of the investigation first, and be subject to questioning by the parties and the panel. The investigator(s) will be present during the entire hearing process, but will only be present during deliberations at the request of the Acting-Chair. The findings of the investigation are not binding on the panel, though any undisputed conclusions of the investigation report will not be revisited, except as necessary to determine responsive actions. Once the investigator(s) present their report and are questioned, the panel will permit the parties to provide relevant information in turn and permit questioning of and by the parties. The panel will then permit all present witnesses to provide relevant information and the panel and the parties will each be allowed to ask questions of the witnesses. Questions are usually directed to the parties and witnesses at the discretion of the Acting-Chair.

### **Evidence Presented at the Hearing**

Formal rules of evidence do not apply. Any evidence that the panel believes is relevant and credible may be considered, including history and pattern evidence. The Chair will address any evidentiary concerns prior to and/or during the hearing, may exclude irrelevant or immaterial evidence and may ask the panel to disregard evidence lacking in credibility or that is improperly prejudicial. The acting Chair will determine all questions of procedure and evidence. Anyone appearing at the hearing to provide information will respond to questions on his/her own behalf.

Unless the acting Chair determines it is appropriate, no one will present information or raise questions concerning: (1) incidents not directly related to the possible violation, unless they show a pattern, (2) the sexual history of the reporting party (though there may be a limited exception made in regards to the sexual history between the parties), (3) or the character of

the reporting party. While previous conduct violations by the responding party are not generally admissible as information about the present allegation, the investigators will supply the panel with information about previous good faith allegations and/or findings to consider as evidence of pattern and/or predatory conduct.

There will be no observers in the hearing. The acting Chair may allow witnesses who have relevant information to appear at a portion of the hearing in order to respond to specific questions from the panel or the parties involved, and then be excused. The panel does not hear from character witnesses, but will accept up to two (2) letters supporting the character of each of the parties.

In hearings involving more than one responding party or in which two (2) or more reporting parties have accused the same individual of substantially similar conduct, the standard procedure will be to hear the allegations jointly; however, the Title IX Coordinator or Director of Human Resources may permit the hearing pertinent to each responding party to be conducted separately. In joint hearings, separate determinations of responsibility will be made for each responding party.

Proceedings are private. All persons present at any time during the hearing are expected to maintain the privacy of the proceedings in accord with University policy. While the contents of the hearing are private, the parties have discretion to share their own experiences if they so choose, and should discuss doing so with their advisors.

Hearings (except for deliberations) are recorded for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted. Panel members, the parties, and appropriate administrative officers of the University will be allowed to listen to the recording in a location determined by the Title IX Coordinator or Director of Human Resources. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator or Director of Human Resources or designee.

### **Alternative Testimony Options**

For sexual misconduct reports, and other reports of a sensitive nature, the reporting party will be offered alternative testimony options, such as placing a privacy screen in the hearing room, or testifying outside the physical presence of the responding party, such as by Skype or phone. While these options are intended to help make the reporting party more comfortable, they are not intended to work to the disadvantage of the responding party.

#### **d. Deliberation and Decisions**

The three (3) members of the hearing panel and the non-voting acting Chair will deliberate in closed session to determine whether the responding party is responsible or not responsible for the policy violation(s) in question. The panel will base its determination(s) on a preponderance of the evidence (i.e., whether it is more likely than not that the responding party committed each alleged violation). If a responding party is found responsible by a majority of the panel, the panel will recommend appropriate responsive actions.

The acting Chair will prepare a written deliberation report and deliver it to the Title IX Coordinator or Director of Human Resources, detailing the recommended finding, the information cited by the panel in support of its recommendation and any information the hearing panel excluded from its consideration and why. The report should conclude with any recommended sanctions. This report should not exceed two (2) pages in length and must be submitted to the Title IX Coordinator or Director of Human Resources within two (2) days of the end of deliberations, unless the Title IX Coordinator or Director of Human Resources grants an extension.

The Title IX Coordinator or Director of Human Resources will finalize the recommendations and will inform the parties of the final determination – both the finding(s) and applicable responsive actions within three (3) days of the hearing, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official University records; or emailed to the parties' University-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The notification of outcome will specify the finding on each alleged policy violation, any sanctions that may result which the University is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the University is permitted to share under state or federal law. The notice will also include information on when the results are considered by the University to be final, any changes that occur prior to finalization and any appeals options that are available.

#### **e. Administrative Actions**

The hearing panel assigned to the resolution will recommend responsive actions to the Title IX Coordinator or Director of Human Resources or designee. Factors considered when determining a sanction/responsive action may include:

- The nature, severity of, and circumstances surrounding the violation
- An individual's disciplinary history
- Previous allegations or allegations involving similar conduct
- Any other information deemed relevant by the hearing panel
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment and/or retaliation
- The need to remedy the effects of the discrimination, harassment and/or retaliation on the reporting party and the community

## ii. Responsive Actions

Responsive actions for an employee who has engaged in harassment, discrimination and/or retaliation include

- *Warning – Verbal or Written*
- *Performance Improvement/Management Process*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Loss of Annual Pay Increase*
- *Loss of Oversight or Supervisory Responsibility*
- *Notice to Vice President of the appropriate division*
- *Notice to Supervisor*
- *Demotion*
- *Suspension with pay*
- *Suspension without pay*
- *Termination*
- *Other Actions:* In addition to or in place of the above sanctions, the University may assign any other sanctions as deemed appropriate.

## f. Withdrawal or Resignation While Charges Pending

Employees: Should an employee resign with unresolved allegations pending, the records of the Title IX Coordinator or Director of Human Resources will reflect that status, and any University responses to future inquiries regarding employment references for that individual will indicate the former employee is ineligible for rehire.

## **g. Appeals**

All requests for appeal consideration must be submitted in writing to the Title IX Coordinator or Director of Human Resources within three (3) days of the delivery of the written finding of the hearing panel or Informal Resolution administrator. Any party may appeal the findings and/or sanctions only under the grounds described, below

A four-member appeals panel including an acting chair will be chosen from the ERP pool will be designated by the Title IX Coordinator or Director of Human Resources from those who have not been involved in the process previously. Any party may appeal, but appeals are limited to the following grounds:

- A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.).
- To consider new evidence, unknown or unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included.
- The sanctions imposed fall outside the range of sanctions the University has designated for this offense and the cumulative record of the responding party.

The appeals panel will review the appeal request(s). The original finding and sanction/responsive actions will stand if the appeal is not timely or is not based on the grounds listed above, and such a decision is final. The party requesting appeal must show that the grounds for an appeal request have been met, and the other party or parties may show the grounds have not been met, or that additional grounds are met. The original finding and sanction are presumed to have been decided reasonably and appropriately. When any party requests an appeal, the Title IX Coordinator or Director of Human Resources will share the appeal request with the other party(ies), who may file a response within three (3) days and/or bring their own appeal on separate grounds within the original timeframe. The appeal is only shared with the accuser when the offense constitutes a **crime of violence** or a non-forcible sex offense include arson, assault offenses, burglary, **criminal** homicide (manslaughter by negligence) If new grounds are raised, the original appealing party will be permitted to submit a written response to these new grounds within three (3) days. Any response or appeal request will be shared with each party.

Where the appeals panel finds that at least one of the grounds is met by at least one party, additional principles governing the hearing of appeals will include the following:

- Decisions by the appeals panel are to be deferential to the original decision, making changes to the finding only where there is clear error and to the sanction/responsive action

only if there is a compelling justification to do so.

- Appeals are not intended to be full re-hearings (de novo) of the allegation. In most cases, appeals are confined to a review of the written documentation or record of the original hearing, and pertinent documentation regarding the grounds for appeal. An appeal is not an opportunity for appeals panelists to substitute their judgment for that of the original hearing panel merely because they disagree with its finding and/or sanctions.
- Appeals granted based on new evidence should normally be remanded to the original hearing panel or investigators for reconsideration. Other appeals may be remanded at the discretion of the Title IX Coordinator or Director of Human Resources or, in limited circumstances, heard by the three-member appeals panel.
- Sanctions imposed as the result of the Formal or Informal Resolution processes are implemented immediately unless the Title IX Coordinator or Director of Human Resources stays their implementation in extraordinary circumstances, pending the outcome of the appeal.
- The Title IX Coordinator or Director of Human Resources will confer with the appeals panel, incorporate the results of any remanded grounds, and render a written decision on the appeal to all parties within three (3) days from hearing of the appeal or remand.
- All parties should be informed of whether the grounds for an appeal are accepted and the results of the appeal decision or remand.
- Where appeals result in no change to the finding or sanction, that decision is final. Where an appeal results in a new finding or sanction, that finding or sanction can be appealed one final time on the grounds listed above, and in accordance with these procedures.
- All parties will be informed in writing within three (3) days of the outcome of the Appeals Panel, without significant time delay between notifications, and in accordance with the standards for notice of outcome as defined above.
- In rare cases where a procedural [or substantive] error cannot be cured by the original hearing panel (as in cases of bias), the appeals panel may recommend a new hearing with a new hearing panel. The results of a remand to a hearing panel cannot be appealed. The results of a new hearing can be appealed, once, on any of the three applicable grounds for appeals.
- In cases where the appeal results in reinstatement to the University or resumption of privileges, all reasonable attempts will be made to restore the responding party to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

## **h. Long-Term Remedies/Actions**

Following the conclusion of the Equity Resolution Process and in addition to any sanctions implemented, the Title IX Coordinator or Director of Human Resources may utilize long-term remedies or actions to stop the harassment or discrimination, remedy its effects and prevent their reoccurrence. These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the community
- Permanently altering the housing situation of the responding party (resident student or resident employee (or the reporting party, if desired))
- Permanently altering work arrangements for employees
- Providing campus escorts
- Climate surveys
- Policy modification
- Implementing long-term contact limitations between the parties
- Offering adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator or Director of Human Resources, long-term remedies may also be provided even when the responding party is found not responsible.

The institution will maintain as confidential any long-term remedies/actions or protective measures, provided confidentiality does not impair the institution's ability to provide the actions or protective measures.

## **i. Failure to Complete Sanctions/Comply with Interim and Long-term Remedies/Responsive Actions**

All responding parties are expected to comply with conduct sanctions, responsive actions and corrective actions within the timeframe specified by the Title IX Coordinator or Director of Human Resources or designee. Failure to abide by these responsive actions and corrective actions by the date specified, whether by refusal, neglect or any other reason, may result in additional responsive/corrective actions and/or termination from the University and may be noted in the employees file. A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator or Director of Human Resources.

## **j. Records**

In implementing this policy, records of all allegations, investigations, resolutions, and hearings will be kept by the Title IX Coordinator indefinitely in the database. A copy of all resolutions will be housed in the Human Resources office.

## **k. Statement of the Rights of the Parties**

### ***Statement of the Reporting Party's rights:***

- The right to investigation and appropriate resolution of all credible allegations of sexual misconduct or discrimination made in good faith to University officials;
- The right to be informed in advance of any public release of information regarding the incident;
- The right not to have any personally identifiable information released to the public, without their consent;
- The right to be treated with respect by University officials.
- The right to have University policies and procedures followed without material deviation;
- The right not to be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence;
- The right not to be discouraged by University officials from reporting sexual misconduct or discrimination to both on-campus and off-campus authorities;
- The right to be informed by University officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option to be assisted by campus authorities in notifying such authorities, if the reporting party so chooses. This also includes the right not to be pressured to report, as well;
- The right to have reports of sexual misconduct responded to promptly and with sensitivity by campus law enforcement and other campus officials;

- The right to be notified of available counseling, mental health, victim advocacy, health, legal assistance, student financial aid, visa and immigration assistance, or other student services, both on campus and in the community;
- The right to a campus no contact order (or a trespass order against a non-affiliated third party) when someone has engaged in or threatens to engage in stalking, threatening, harassing or other improper behavior that presents a danger to the welfare of the reporting party or others;
- The right to notification of and options for, and available assistance in, changing academic and living situations after an alleged sexual misconduct incident, if so requested by the reporting party and if such changes are reasonably available (no formal report, or investigation, campus or criminal, need occur before this option is available). Accommodations may include:
  - Change of an on-campus employee's housing to a different on-campus location;
  - Assistance from University support staff in completing the relocation;
  - Arranging to dissolve a housing contract and pro-rating a refund;
  - Exam (paper, assignment) rescheduling;
  - Taking an incomplete in a class;
  - Transferring class sections;
  - Administrative leave;
  - Alternative course completion options.
- The right to have the University maintain such accommodations for as long as is necessary, and for protective measures to remain confidential, provided confidentiality does not impair the institution's ability to provide the accommodations or protective measures;
- The right to be fully informed of campus policies and procedures as well as the nature and extent of all alleged violations contained within the report;
- The right to ask the investigators to identify and question relevant witnesses, including expert witnesses;
- The right to review all documentary evidence available regarding the report, subject to the privacy limitations imposed by state and federal law, at least 48 hours prior to the hearing;

- The right to be informed of the names of all witnesses who will be called to give testimony, at least two (2) business days prior to the hearing, except in cases where a witness's identity will not be revealed to the responding party for compelling safety reasons (this does not include the name of the reporting party, which will always be revealed);
- The right not to have irrelevant prior sexual history admitted as evidence;
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports heard by hearing and appeals officers who have received annual sexual misconduct training;
- The right to a panel that is not single-sex in its composition, if a panel is used;
- The right to preservation of privacy, to the extent possible and permitted by law;
- The right to meetings, interviews and/or hearings that are closed to the public;
- The right to petition that any University representative in the process be recused on the basis of demonstrated bias and/or conflict of interest;
- The right to bring a victim advocate or advisor of the reporting party's choosing to all phases of the investigation and resolution proceeding;
- The right to provide evidence by means other than being in the same room with the responding party;
- [The right to have the university compel the participation of student, faculty and staff witnesses, and the opportunity (if desired) to ask questions, [indirectly], of all present witnesses [including the responding party], and the right to challenge documentary evidence];
- The right to be present for all testimony given and evidence presented during any resolution-related hearing;

- The right to submit an impact statement in person or in writing to the hearing officers following determination of responsibility, but prior to sanctioning;
- The right to be promptly informed of the outcome and sanction of the resolution process in writing, without undue delay between the notifications to the parties;
- The right to be informed in writing of when a decision by the University is considered final, any changes to the sanction to occur before the decision is finalized, to be informed of the right to appeal the finding and sanction of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by the University;

***Statement of the Responding Party's rights:***

- The right to investigation and appropriate resolution of all credible reports of sexual misconduct and/or discrimination made in good faith to University administrators;
- The right to be informed in advance, when possible, of any public release of information regarding the report;
- The right to be treated with respect by University officials;
- The right to have University policies and procedures followed without material deviation;
- The right to be informed of and have access to campus resources for medical, health, counseling, and advisory services;
- The right to timely written notice of all alleged violations, including the nature of the violation(s), the applicable policies and procedures and possible sanctions;
- The right to a hearing on the report, including timely notice of the hearing date, and adequate time for preparation; (does not apply to at-will employees)
- The right to review all documentary evidence available regarding the report, subject to the privacy limitations imposed by state and federal law, at least two (2) business days prior to the hearing;

- The right to be informed of the names of all witnesses who will be called to give testimony, at least two (2) business days prior to the hearing, except in cases where a witness's identity will not be revealed to the responding party for compelling safety reasons (this does not include the name of the reporting party, which will always be revealed);
- The right not to have irrelevant prior sexual history admitted as evidence in a campus resolution process;
- The right to have reports heard by hearing and appeals officers who have received annual training;
- The right to petition that any University representative be recused from the resolution process on the basis of demonstrated bias and/or conflict of interest;
- The right to a panel that is not single-sex in its composition, if a panel is used;
- The right to meetings, interviews and hearings that are closed to the public;
- [The right to have the University compel the participation of student, faculty and staff witnesses, and the opportunity to ask questions, [indirectly], of all present witnesses, and the right to challenge documentary evidence];
- The right to have an advisor of their choice to accompany and assist in the campus resolution process;
- The right to a fundamentally fair resolution, as defined in these procedures;
- The right to a decision based solely on evidence presented during the resolution process. Such evidence shall be credible, relevant, based in fact, and without prejudice;
- The right to be promptly informed of the outcome and sanction of the resolution process in writing, without undue delay between the notifications to the parties;
- The right to be informed in writing of when a decision of the University is considered final, any changes to the sanction to occur before the decision is finalized, to be

informed of the right to appeal the [finding and] sanction of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by the University.

## **9. Disabilities Accommodation in the Equity Resolution Process**

Texas Lutheran University is committed to providing qualified employees or others with disabilities with reasonable accommodations and support needed to ensure equal access to the Equity Resolution Process at the University. Anyone needing such accommodations or support should contact the Director of Human Resources, who will review the request and, in consultation with the person requesting the accommodation, and the Director of Human Resources, determine which accommodations are appropriate and necessary for full participation.

## **10. Revision**

These policies and procedures will be reviewed and updated annually by the Title IX Coordinator or Director of Human Resources. The University reserves the right to make changes to this document as necessary and once those changes are posted online, they are in effect. The Title IX Coordinator or Director of Human Resources may make minor modifications to procedure that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules, etc. The Title IX Coordinator or Director of Human Resources may also vary procedures materially with notice (on the institutional web site, with appropriate date of effect identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedure. Procedures in effect at the time of the resolution will apply to resolution of incidents, regardless of when the incident occurred. Policy in effect at the time of the offense will apply even if the policy is changed subsequently but prior to resolution, unless the parties consent to be bound by the current policy. If government regulations change in a way that impacts this document, this document will be construed to comply with government regulations in their most recent form.

This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such codes generally.

This policy and procedure was implemented on December 22, 2016.

## Appendix F: TUITION REMISSION/EXCHANGE POLICY

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

### TUITION REMISSION

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

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

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

### CONDITIONS:

1. All employees who are subject to a 90-day orientation period must complete that period of employment before they and their spouses or dependents are eligible to receive tuition remission at TLU. If the end of the 90-day orientation period falls during a semester, the employee, their spouse or dependents may begin receiving the tuition remission benefit at the start of the next semester.
2. Full-time employees who work at least 30 hours per week are eligible for 100% remission.
3. Part-time employees who work at least half-time are eligible to receive tuition remission on a pro-rata basis at TLU. For example, a 50% employee would receive 50% tuition remission for their spouse or dependent.
4. Part-time faculty, who teach at least 6 credits in a single semester, as well as their spouses and dependents, will be eligible to receive tuition remission in that semester on a pro-rata basis. Six credits shall be considered 50% FTE for the purposes of the policy.
5. Part-time assistant coaches will be eligible to take one course per semester. Restricted earnings coaches are not eligible for tuition remission benefits.

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

**BENEFIT TERMS:**

1. Regular employees budgeted at least 50% each year may take up to eight courses each fiscal year. Withdrawals and drops (excluding those courses dropped during the 100% refund period) are included in the annual maximum.
2. Tuition remission for spouse and dependents is capped at 180 semester hours. Withdrawals and drops (excluding those courses dropped during the 100% refund period) are included in the maximum.
3. Tuition remission is limited to the cost of tuition only. Fees including those listed in condition 8 above, books, room, and board are not covered by tuition remission. Tuition remission awards may be reduced by TEG or other tuition specific scholarships and grants. TLU funds (e.g. tuition remission, institutional scholarships/grants, departmental awards, and participation and performance awards) and other tuition-specific awards cannot exceed the cost of tuition.

Grants not specifically restricted to tuition may not exceed directly-billed charges plus \$2,000. Employees should check with their accountant regarding the taxability of these funds when awarded over the cost of tuition and fees.

4. When receiving tuition remission, the total of all financial aid cannot exceed the student's cost of attendance for the academic year. Tuition remission and other need-based financial aid will not exceed financial need.
5. Recipients who are eligible for full tuition remission benefits and who are eligible for TLU academic scholarships or other institutional aid including performance or participation awards will receive those scholarships in name only. In no case will a student receive TLU funds in excess of the cost of tuition.
6. Recipients who are eligible for partial tuition remission benefits and who are eligible for TLU scholarships or other institutional aid including performance and participation awards will receive those scholarships in addition to tuition remission benefits not to exceed the cost of tuition. Should the combined total of academic scholarships and tuition remission exceed tuition, the academic scholarships will be reduced. In no case will a student receive TLU funds in excess of the cost of tuition.
7. Outside scholarships (Rotary, Kiwanis, etc.) received by the student and sent to TLU are considered financial resources and may be applied to room, board, books, student fees, etc. However, these scholarships cannot exceed a student's federal need if the student is receiving Pell Grant.
8. Students involved in a study abroad or summer exchange program will receive tuition remission up to the lesser of the program tuition or the equivalent of TLU tuition. Additional study abroad/exchange program costs in excess of the equivalent TLU tuition are the responsibility of the student.

#### **CHANGES TO EMPLOYMENT STATUS:**

1. Employees who drop below full-time status will receive the pro-rated tuition remission for the term after their change in employment. Their dependent's tuition remission will also be prorated for the term following change in employment.
2. Employees who terminate employment during a given academic term will receive tuition remission only for the remainder of that academic term. Their dependent would also receive tuition remission for the remainder of that academic term.

#### **DEFINITIONS:**

1. *Regular Employee:* for purpose of this policy, employees who are regularly scheduled to work at least half time.
2. *Dependent Children:* Children who are naturally born, legally adopted, or stepchildren who are legal dependents as defined by the IRS. Employees may be required to show proof of dependency. Married children will not be considered a dependent of the employee. For additional clarification, please contact Student Financial Services.

3. *Spouse*: includes spouse who has legal marital status under federal or state law; excludes common law, domestic partners, and legally divorced spouses.
4. *Fiscal Year*: June 1<sup>st</sup> through May 31<sup>st</sup>; courses beginning in June, July or August are included in the fiscal year beginning June 1<sup>st</sup>.
5. *Courses*: TLU courses do not include courses in which private instruction is required nor post-baccalaureate teacher certification courses. When a for-credit course requires additional university costs over and above the tuition charges, these costs are the employee's responsibility. It is the responsibility of the employee to note special charges prior to registration and to pay such charges in accordance with the University payment guidelines.
6. *Estimated Family Contribution (EFC)*: Calculated on the FAFSA and used to determine eligibility for federal grants and other need-based aid.
7. *Federal Need*: The difference between Cost of Attendance and the EFC.
8. *Financial Aid*: Institutional, federal, state or private scholarships/grants, student and parent loans, and Federal or Texas Work Study programs.
9. *Outside Scholarships*: Scholarships awarded by a private organization.
10. *TLU Funds*: Academic scholarships, institutional grants, departmental awards, performance and participation awards, tuition remission, and any other scholarships or grants funded by TLU.

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

**DISCLAIMER:**

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

**TUITION EXCHANGE**

Tuition exchange is a reciprocal scholarship program that allows dependent children of TLU full-time faculty and staff to apply for competitive scholarships to *other* participating member institutions. Certification of a student by TLU to be considered for a tuition exchange scholarship does not guarantee the student will be awarded a tuition exchange scholarship by the chosen institution. The attending institution determines the scholarship award. TLU participates in the following tuition exchange programs: The Tuition Exchange, Inc. (TE), Council of Independent Colleges (CIC-TEP) Exchange, and the Evangelical Lutheran Church in America (ELCA) Exchange. Dependent children of full-time TLU employees may qualify for any of these programs.

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

**General Terms:**

- An eligible student must be a dependent child (naturally born, legally adopted, or stepchildren who are legal dependents as defined by the IRS) of full-time TLU employee. Participants must meet the dependency definitions of both TLU and the institution they wish to attend.
- Employees must maintain full-time employment at TLU for the student to continue receiving this benefit.

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

**Application Deadline:**

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

**The Tuition Exchange(TE)**

- TE requires a balance of imports and exports. As a result, the number of *new* tuition exchange student certifications allowed per year may be limited. TE is highly competitive and space is limited.
- If the number of certifications is limited:
  - priority is given to renewals - continuing students previously accepted into the program and utilizing the scholarship. The selection of new students to be certified for the **TE** program is based on length of continuous employment of the employee utilizing the benefit.
  - TLU reserves the right to go to an application further down on the priority list should the student not be accepted to the institution / denied a TE scholarship.
- Employees should notify Student Financial Services as soon as possible if a decision is made to not utilize TE benefits after being certified.
- TE recipients may utilize the scholarship for a maximum of eight full-time semesters at the undergraduate level. Summer school may be included, but will be counted as one full-time semester regardless of whether the student is enrolled in full-time hours.
- Additional information regarding **TE**, its member institutions, and specific requirements may be found at <http://www.tuitionexchange.org/>.

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

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

### **ELCA Tuition Exchange (ELCA)**

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

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

### **DISCLAIMER:**

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

*Approved by the Board of Regents, March 2002*

*Amended by PC, August 2003*

*Amended by PC, January 2007*

*Amended by PC, April 2007*

*Amended by PC, December 2008*

*Amended by PC, October 2019*