



Staff Policy Handbook

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WELCOME TO DRURY UNIVERSITY!

We exist to serve our students, creating an educational journey designed to help them find their purpose, their people, and develop the skills necessary to lead a life of fulfillment and accomplishment. No matter what we do individually in our work at Drury, we all seek to build an ever-stronger spirit of community that helps students succeed.

It is a collective goal that our University be a premier destination to go to school and to work. Drury is a welcoming place, and we continually seek to develop meaningful connections to each other and to the communities we serve. This handbook contains the policies, procedures, programs, and benefits information necessary to get you off to a good start at the University. Please take some time to familiarize yourself with the handbook, attend staff meetings and campus social functions, stay current on campus communications, and contribute your ideas to the work we do.

We are all better together, working on behalf of our students and striving to be OneDrury.

A handwritten signature in black ink, appearing to read 'Jeff Frederick', with a stylized, flowing script.

Jeff Frederick, Ph.D.

President

102 - INTRODUCTION

This policy handbook is designed to acquaint employees with Drury University and provide general information about working conditions, employee benefits, and policies affecting employment. Employee should read, understand, and comply with all provisions of the handbook. It describes many of the responsibilities of an employee and outlines the programs developed by Drury University to benefit employees. One of Drury's objectives is to provide a work environment that is conducive to both personal and professional growth.

No policy handbook can anticipate every circumstance or question about policy. Drury University reserves the right to revise, supplement, apply, refuse to apply, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Such application may be on a case-by-case basis, and therefore nothing in this handbook constitutes any contractual rights in any person. The purpose of the handbook is to advise of general policies and goals. Employees will, of course, be notified of changes to the handbook's general policy statement as they occur.

Drury generally follows an employment-at-will policy, permitting employees or Drury University to end the relationship for any reason at any time.

103 - ORGANIZATION DESCRIPTION

I. Mission

Drury is an independent University, church-related, grounded in the liberal arts tradition and committed to personalized education in a community of scholars who value the arts of teaching and learning.

Education at Drury seeks to cultivate spiritual sensibilities and imaginative facilities as well as ethical insight and critical thought; to foster the integration of theoretical and practical knowledge; and to liberate persons to participate responsibly in and contribute to life in a global community.

II. Vision Statements

Residential

Ensure all students are extraordinarily well prepared for a productive career and a life well lived.

Evening & Online

Create a community of lifelong learners who gain the knowledge, skills and values needed to better themselves and their communities.

Graduate Studies

Develop responsible leaders who aspire to thrive within their professions and service activities by fostering the integration of theoretical and practical knowledge.

III. Goals

To insure that liberal arts knowledge and understanding is central to the Drury experience and fundamental to all programs, the University maintains and strengthens its commitment to developing the abilities of all students to think critically, communicate effectively, empathize, make mature value judgments, exhibit personal and social responsibility and chart a healthy course for life; insure that all graduates are familiar with the Western tradition, its history, great ideas, and significant artifacts; provide students with an opportunity for in-depth study; integrate theoretical and applied learning in all programs.

To become a model of a global community in which the best values of the liberal arts and the Judeo-Christian traditions govern, the University is dedicated to providing an environment that affirms the equality and worth of all peoples; focusing upon the diversity of human culture, language, history and experience; creating a co-curricular environment supportive of development of the whole person intellectually, socially, morally, emotionally, physically and spiritually;

preparing students for a time of significant global adjustment by strengthening their understanding of science and technology, their perception of the interrelatedness of all things, their appreciation for beauty in nature and the built world, and their love of truth and freedom.

104 - HANDBOOK ACKNOWLEDGEMENT FORM

Rev. 3-24-25

This policy handbook contains important information about Drury University, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook.

I have entered into my employment relationship with Drury voluntarily and acknowledge that there is no specified length of employment. I or Drury can terminate the relationship at will, with or without cause, at any time.

I acknowledge that the information, policies, and benefits described in the handbook are necessarily subject to change, in Drury's sole discretion, except in the case of Drury University's policy of employment-at-will. I understand that the revisions may supersede, modify, or eliminate existing policies.

I acknowledge that this handbook is not a contract governing the terms of my employment. I have reviewed the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I also understand that the handbook is general in nature, and that its policies and procedures may be applied, not applied, or modified in any given case in accordance with and at the absolute discretion of the University. The handbook is a guide, a description of general policies, not a set of rigid rules to govern every case.

Employees are required to complete a Handbook Acknowledgement Form and forward a copy to the Human Resources Department.

[View a printable version of the acknowledgement form here.](#)

200 - AGE REQUIREMENTS

The minimum age for employment at the University is 16. Employees between 16-18 are required to provide Human Resources with a valid work permit before reporting for work.

201 - EMPLOYMENT APPLICATIONS

Rev. 2-22-23

Drury University relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data shall be considered misconduct and may result in Drury University's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Campus Security Policy and Statistics Disclosure

Pursuant to the "Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act", Drury University publishes an annual report on campus crime statistics from the previous three calendar years. The Campus Crime Report is available for viewing at the Drury University web site, the security office, and the HR office. Questions regarding the report may be directed to the security office at (417) 873-7400.

202 EMPLOYMENT CATEGORIES

Rev. 5-15-23

The Fair Labor Standards Act exempts broad categories of jobs from minimum wage and overtime requirements if they meet certain tests regarding job duties and responsibilities and are paid a certain minimum salary. Drury University periodically reviews the duties of exempt employees to ensure that they still qualify for exempt status.

Each employee is designated as either Nonexempt or Exempt according to the University's interpretation of the requirements of federal and state wage and hour laws.

Nonexempt Employees (non-faculty)

Are entitled to overtime pay under the specific provisions of federal and state laws.

Exempt Employees (non-faculty)

Are excluded from specific provisions of federal and state wage and hour laws.

An employee's exempt or nonexempt classification may be changed only upon written notification by the Human Resources Department.

In addition to the above categories, each employees will belong to one other employment category:

Regular Full-time Employees (non-faculty)

Those who are not in a temporary status and are regularly scheduled to work 40 hours per week and at least nine consecutive months. Generally, they are eligible for Drury University's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-time Employees (non-faculty)

Those who are not assigned to a temporary status and who are regularly scheduled to work less than 40 hours per week and at least nine consecutive months. Regular part-time employees who are employed to work 20 or more hours each week are eligible for some benefits sponsored by Drury University, subject to the terms, conditions, and limitations of each benefit program.

Coaching Employees – Full-Time and Part-Time

Coaching employees are primarily instructional and have varied work schedules due to the nature of their respective sports. Therefore, some

policies in this handbook do not apply, specifically 609 Vacation Leave, 804 Employment Termination, 504 Timekeeping, and 607 Personal Days. Coaching employees will sign appointment letters outlining schedules and time off upon hire.

Temporary Employees

Those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation insurance and Social Security), they are ineligible for all of Drury University's other benefit programs.

203 - EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join Drury University are well qualified and have a strong potential to be productive and successful, it is the policy of Drury University to check the employment references of all applicants. Any person applying for a position at Drury consents to the University's reasonable investigation into his or her background.

At times, the University may receive inquiries from third parties, such as prospective employers or banks, seeking to verify employment of an employee. All such inquiries must be referred to the Human Resources Department. Normally, the University requests that such inquiries be placed in writing. The University will typically only verify dates of employment. Requests for any additional information must be made in writing. Generally, additional information will be disclosed only if the employee signs a release authorizing the disclosure. However, the University reserves the right to release any information it deems appropriate in its discretion without authorization.

Security Background Check

The Director of Safety & Security, or other authorized representative of Drury Safety & Security or Human Resources Department, may obtain any information relating to activities from schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, academic, residential, achievement, performance, attendance, disciplinary, employment history, and criminal history of public record.

For financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be required.

Applicants are required to authorize custodians of records and sources of information pertaining to the release of such information upon request of the investigator, Director of Safety & Security, or authorized representative of Drury, regardless of any previous agreement to the contrary.

204 - HIRING OF RELATIVES

For purposes of this policy, a relative is any person who is related by blood or marriage, within the fourth degree of the consanguinity or affinity absent the specific direction of the president, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. [Appendix I](#) defines degrees of consanguinity and affinity.

Relatives of persons currently employed by Drury University may not work within the same department unit. Drury University employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

205 - JOB POSTINGS AND INTERNAL APPLICANTS

Rev. 1-12-23, 3-19-25

Job openings will be posted on the Human Resources page of the Drury website, appropriate online employment sites, and generally sent to regular faculty and staff via email. Each online job posting will include the title, dates of the posting, department, job summary, essential duties, and a link to a complete job description.

Drury University reserves the right to not post a particular opening.

Employees who have a written warning on file, or who are on probation or suspension, are not eligible to apply for posted jobs. Eligible employees may only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

Drury University also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

Drury encourages employees, in consultation with their supervisors, to participate in professional development and educational opportunities.

An employee who is interested in advancement may apply for open positions at Drury. Internal applicants may initially choose to keep their application confidential but if they are selected for an interview, their supervisor will be notified. Performance information may be shared by the current or prior supervisor for internal candidates or past student assistants or graduate assistants being considered for a staff or faculty position.

Hiring supervisors must notify a current employee's supervisor prior to interviewing a current employee for an open position. Failure of the hiring supervisor to notify a current employee's supervisor of such interview will violate this policy and may disqualify the current employee from being hired into the new position.

206 - REHIRING FORMER EMPLOYEES

If a former employee is rehired, their status is that of a new employee, and eligibility for benefits, including vacation accrual, is based on the most recent date of hire.

Employees who are terminated for cause, or who do not provide sufficient notice outlined in [Section 804 - Employment Termination](#), are not eligible for rehire.

207 - EMPLOYEE MEDICAL EXAMINATIONS

Rev. 12-15-25

To help ensure that a newly hired employee is able to perform the essential functions of their proposed job, and to perform these duties safely, medical examinations and drug testing may be required.

After a conditional offer has been made to an applicant entering certain designated job categories, a medical examination will be performed at Drury University's expense by a health professional of Drury University's choice. The offer of employment and assignment to duties is contingent upon satisfactory and timely completion of the exam, which will measure the employee's ability to perform the essential functions of the job. Job applicants may be asked to provide body substance samples (such as urine and/or blood). Offers of employment may be rescinded for candidates not completing required tests or examinations by established due dates.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

300 - EMPLOYEE BENEFITS

Rev 12-15-25

The following section generally describes the employment benefits of Drury University. For additional information on employment benefits, contact the Human Resources Department.

Most employment benefits in this section are available only to regular full-time employees. Others may be available to full-time and certain part-time employees who have not reached normal retirement age, depending on hours of service. Except for benefits required by federal, state, or local law, benefits are generally not available to part-time employees working fewer than 20 hours per week or to temporary employees. Except where required by federal, state, or local law, employment benefits are not available to student work program participants, including Graduate Assistants.

Employee benefit contributions are made through payroll deductions.

Employees will not be covered by applicable benefits until the first day of the month following their date of hire.

The benefit plans are subject to modification or cancellation by the University at any time in its discretion.

301 - HEALTH INSURANCE

Rev. 6-01-1, 12-19-22, 2-24-23

All regular full-time employees who choose to enroll in health insurance will be covered by health insurance the first day of the month following their date of hire. Employees may be responsible for a certain portion of the health insurance premium in an amount to be determined annually that will be deducted from their regular paychecks.

After the initial enrollment period, changes to coverage are only available during an open enrollment or a qualifying event.

Employees' spouses and eligible dependents are generally eligible for coverage under the Drury University medical insurance. However, if a spouse has other health coverage available, the spouse is not eligible to enroll in the Drury plan. The cost of dependent coverage will be the responsibility of the employee.

Group health insurance coverage will cease the last day of the month during which termination occurs. Benefit continuation may be provided as described in [Section 302 Benefits Continuation \(COBRA\) / Creditable Coverage \(HIPAA\)](#). The coverage is subject to modification or cancellation by the university at any time in its discretion.

Details of the health insurance benefits plan, including limitations and restrictions, are described in the Summary Plan Description available at the following link: [Drury Employee Benefits](#). Contact the Human Resources Department for more information about health insurance benefits.

302 - BENEFITS CONTINUATION (COBRA) / CREDITABLE COVERAGE (HIPAA)

Health Care Continuation Coverage (COBRA)

Continuation Coverage (COBRA). On April 7, 1986, a federal law was enacted {Public Law 99-272, Title X, Consolidated Omnibus Budget Reconciliation Act, COBRA} requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage or COBRA) at group rates in certain instances where coverage under the plan would otherwise end. This part of the Plan is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage (COBRA) provisions of the law. Both you and your spouse should take the time to read this carefully.

If you are an employee covered by the Drury University Employee Health Plan (the Plan), you have a right to choose continuation coverage (COBRA) if you lose your group health coverage because of the following reasons:

1. termination of employment (for reasons other than gross misconduct); or
2. reduction of work hours below the minimum needed to maintain eligibility under the Plan.

If you are the spouse of an employee covered by the Plan, you have the right to choose continuation coverage (COBRA) for yourself if you lose group health coverage under the Plan for any of the following seven (7) reasons:

1. the death of your spouse;
2. termination of your spouse's employment (for reasons other than gross misconduct);
3. reduction of spouse's work hours below the minimum needed to maintain eligibility under the Plan;
4. divorce or legal separation from your spouse;
5. your spouse becomes entitled to Medicare;
6. your spouse is retired, and your spouse's employer files for Chapter XI reorganization of the Bankruptcy Code; or
7. your spouse is a military reservist and is called to active duty.

A dependent child of an employee covered by the Plan has the right to continuation coverage (COBRA) if group health coverage under the Plan is lost for any of the following nine (9) reasons:

1. the death of the parent;
2. termination of parent's employment (for reasons other than gross misconduct);

3. reduction of parent's work hours below the minimum needed to maintain eligibility under the Plan;
4. parent's divorce or legal separation;
5. parent becomes entitled to Medicare;
6. the dependent ceases to be a "dependent child" under the Plan;
7. your parent is retired, and your parent's employer files for Chapter XI reorganization of the Bankruptcy Code;
8. your parent is a military reservist and is called to active duty; or
9. a child is born or placed for adoption with an employee or former employee covered by the Plan during the period of continuation coverage. This child is also eligible for continuation coverage.

Under the law, the employee has the responsibility to inform the Employer of a divorce, legal separation, or a child losing dependent status under the Plan within sixty (60) days of the occurrence of any such event. If notice is not received within that sixty (60) day period, the dependent will not be entitled to choose continuation coverage (COBRA). The Employer will be aware of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.

When the Employer is aware or is notified that one of these events has occurred, the Employer will in turn notify you that you have the right to choose continuation coverage (COBRA). Under the law, you have at least sixty (60) days from the later of the date of the notice or the date you would otherwise lose coverage because of one of the events described above to inform the Employer that you want continuation coverage (COBRA).

If you do not choose continuation coverage (COBRA) within the sixty-day period, your group health coverage will end.

In most instances, if continuation coverage were elected and paid for within the proper time frames, your coverage would continue without interruption. The Employer and/or Claims Supervisor does reserve the right to verify your eligibility if you did elect continuation coverage. If you were not eligible, the Employer and/or Claims Supervisor reserve the right to terminate that coverage retroactively. Under certain circumstances, the COBRA time frame could be extended beyond those outlined in the notice. If you sign a waiver regarding your continuation coverage, you may revoke the waiver during the election period. Any claims that occur within the waiver period might not be covered.

For a COBRA qualified beneficiary moving outside of the region, coverage may be reduced similarly to that of Active Employees outside of the region; however, if an existing plan would cover Active Employees in that region, qualified beneficiaries must be allowed the option of coverage on that plan. In certain instances, coverage may be eliminated or provided for emergency services only.

If you choose continuation coverage (COBRA), the Employer is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage (COBRA) for three (3) years unless you lose group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period for the employees and his or her dependents is eighteen (18) months. If, during that 18-month period (or 29 months in the case of disabled individuals who have met the requirements under the paragraph entitled "Special rule for disabled individuals" below), another event (other than commencement of a bankruptcy proceeding under Title 11 of the United States Code with respect to the Employer) occurs that would also entitle a dependent spouse or child (other than a spouse or child who became covered after continuation coverage (COBRA) became effective) to his or her continuation coverage (COBRA), the continuation coverage (COBRA) may be extended. However, in no case (other than Medicare entitlement as described below) will any period of continuation coverage (COBRA) be more than 36 months.

Special continuation coverage (COBRA) period for Medicare entitlement:

When the employee becomes entitled to Medicare, the continuation coverage (COBRA) period for the spouse or dependent children of the employees will not end prior to 36 months from the date of Medicare entitlement.

Special rule for disabled individuals:

For an employee or family member who is disabled under the Social Security Act at any time during the first sixty (60) days of continuation coverage (COBRA) resulting from a termination of employment or reduction in hours, continuation coverage (COBRA) will be extended for up to 29 months rather than 18 months. To be eligible for this additional period of continuation coverage (COBRA), the employees or family member must notify the Employer within sixty (60) days of obtaining a Social Security determination of such disability and before the end of the initial 18-month period of coverage. During the 11-month period of extended coverage, you may be charged higher premiums (up to 150%). You are required to notify the Employer within thirty (30) days of the date of any final determination that you or your dependents are no longer disabled.

However, the law also provides that your continuation coverage (COBRA) may be cut short for any of the following five (5) reasons:

1. the Employer no longer provides group health coverage to any of its employees;
2. you fail to pay the required monthly premium within 30 days of the due date. The due date is defined as the first day of the month for which coverage is to be continued;
3. you become covered, after the date of the COBRA election, under any other group health plan (as an employee or otherwise) that does not contain any exclusion or limitation with respect to any preexisting condition you may have and such exclusions or limitations or preexisting conditions are applicable to you;
4. you become entitled to Medicare, after the date of the COBRA election; or
5. it is determined under the Social Security Act that you are no longer disabled.

Under the law, you have to pay all (up to 102 percent) or part of the premium for your continuation of coverage (COBRA). You will have a grace period of 45 days following your election to make the entire initial premium for the continuation coverage (COBRA); and you will have a grace period of 30 days from the due date to pay any subsequent premiums.

If you have changed marital status or if a dependent ceases to be a "dependent child" under the Plan, please notify the Employer.

Health Insurance Portability and Accountability Act (HIPAA)

Recent changes in Federal law may affect your health coverage if you are enrolled or become eligible to enroll in health coverage that excludes coverage for pre-existing medical conditions.

HIPAA limits the circumstances under which coverage may be excluded for medical conditions present before you enroll. Under the law, a pre-existing condition exclusion generally may not be imposed for more than 12 months (18 months for a late enrollee). The 12-month (or 18-month) exclusion period is reduced by the length of your prior health coverage. You are entitled to a certificate of Creditable Coverage that will show evidence of your prior health coverage. If you buy health insurance other than through an employer group health plan, a certificate of prior coverage may help you obtain coverage without a pre-existing condition exclusion.

For employer group health plans, these changes generally took effect at the beginning of the first plan year starting after June 30, 1997. For example, Drury University's plan year began on June 1, 1998, so Drury is not required to give you credit for your coverage prior to June 1, 1998.

When you terminate your coverage with Drury University, or if you obtain dual coverage through another health plan, you have the right to receive a

certificate of Creditable Coverage since July 1, 1998. You may need to provide other documentation for earlier periods of health care coverage. Check with your new plan administrator to see if your new plan excludes coverage for pre-existing conditions and if you need to provide a certificate of Creditable Coverage or other documentation of your previous coverage.

You may request certificates of Creditable Coverage for any of your dependents (including your spouse) who were enrolled under your health care coverage.

303 - EMPLOYEE ASSISTANCE PROGRAM

Rev. 6-25-08, 6-15-26

Through the Employee Assistance Program (EAP), Drury provides confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all regular full-time employees and their household members, and offers problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard client privacy and rights. Information given to the EAP counselor may be released only if requested by the employees in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employees' participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the employment record.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The employee is responsible for determining if additional services outside of the EAP services will be covered by the Drury health insurance plan. Costs that are not covered are the responsibility of the employees.

The coverage will cease on the last day of the month during which employment termination occurs. The plan is subject to modification or cancellation by the University at any time in its discretion.

Details of the EAP benefit plan, including benefit amounts, limitations and restrictions may be found on Drury's website at the following link: [Employee Assistance Program](#). Contact the Human Resources Department for more information about EAP benefits.

304 - TAX SAVINGS PLAN (TSP)

Drury provides a Tax Savings Plan (TSP) program that allows employees to have pre-tax dollars deducted from their salaries to pay for eligible expenses. The pre-tax contributions made to the TSP can be used to pay for Drury's Health Insurance premium, Dental Insurance premium, predictable non-reimbursed health care expenses, and dependent care expenses during the plan year. Through the TSP program, you can reduce your taxable income without reducing your real income, so that you can keep more of the money you earn.

Regular, full-time, and part-time (scheduled to work a minimum of 20 hours per week) employees are eligible to participate in the Tax Savings Plan program.

Participation in Drury's health care premium, dental Insurance premium, medical and/or dependent care reimbursement TSP is optional and determined on an annual basis for the plan year. To participate, employees must enroll for each plan year. Employees determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year. Employees may contribute up to a maximum each year for eligible Health Care reimbursable expenses. The annual maximum contribution for eligible Dependent Care reimbursable expenses is typically up to \$5,000. For specific funding information and limitations, please check with the Human Resources Department or website. Contributions are directed to the employee's account through salary reduction on a pre-tax basis. This tax-free money is then available for reimbursement of out-of-pocket expenses. All participation amounts that remain in the account at the end of the plan year are forfeited. It is important that employees take care not to overfund their reimbursable account.

The Tax Savings Plan will cease on the last day of the month during which employment termination occurs. Benefit continuation may be provided as described in [Section 302 - Benefit Continuation \(COBRA\)](#). The plan is subject to modification or cancellation by the University at any time in its discretion.

Details of the [Tax Savings Plan](#) program are described in the summary plan description (SPD). Contact the Human Resources department or website for more information on the Flexible Spending Account program and to obtain enrollment and reimbursement forms as well as examples of reimbursable and non-reimbursable expenses.

305 - LIFE INSURANCE

Rev. 12-1-19, 11-12-25

Drury University provides a basic life insurance plan for regular, full-time employees and their eligible dependents.

Life insurance coverage equal to one year's salary, rounded to the next highest multiple of \$1,000, is provided to employees. This life insurance will become effective on the first day of the month following their date of hire. The insurance premiums will be paid by Drury University. All full-time employees will be provided with life insurance coverage for applicable dependents equal to \$2,000 for spouse and \$1,000 per dependent child (as specified, and in accordance with, the rule established in the policy).

Group life insurance coverage will cease on the last day of the month during which termination occurs. The coverage is subject to modification or cancellation by the University at any time at its discretion.

Details of the life insurance benefit plan, including benefit amounts, limitations, and restrictions are described in the summary plan description provided to all eligible employees. View a copy of the life insurance summary plan description. Contact the Human Resources department for more information about life insurance benefits.

Employees receiving life insurance coverage may have tax consequences related to the benefit and should confer with their accountant or tax preparer.

306 - LONG-TERM DISABILITY

Rev. 12-1-25, 6-9-26

Drury provides a long-term disability (LTD) benefits plan to help regular, full-time employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

LTD insurance is paid for by Drury University and is effective on the first of the month following an employee's first day of full-time, regular employment.

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between Drury and the insurance carrier.

LTD benefits are offset with amounts received under Social Security or Workers' Compensation for the same time period.

Group LTD benefits will cease on the last day of the month during which termination occurs. The coverage is subject to modification or cancellation by the University at any time at its discretion.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. View a copy of the [LTD summary plan description](#). Contact the Human Resource Department for more information about LTD benefits.

307 - RETIREMENT PLAN

Rev. 6-1-11, 1-12-23, 11-1-24, 2-17-25, 12-15-25

Drury University provides a defined contribution retirement plan for employees, excluding students, temporary employees and employees who work fewer than 1,000 regular hours of service in a plan year (June 1 through May 31).

Retirement plan participation may begin on the first of the month following the date of hire, or any subsequent month. Participation in the plan may continue until the employee ceases contributions, terminates employment, or otherwise ceases to be eligible. The plan is subject to modification or cancellation by the University at any time in its discretion.

To participate in the plan, the employee must agree to have a percentage of the employee's compensation (W-2 wages, excluding bonus and overtime) withheld and paid to the plan as salary reduction contributions. Each pay period, the University will match the percentage selected by the employee up to a set percentage of the employee's compensation which will be set annually in accordance with the plan. The amount of the match may be set at different levels based on years of qualifying service.

Eligible employees starting qualifying employment with the University on or after June 1, 2025, will not be eligible for the employer match until after two full years of uninterrupted qualifying service.

The total contributions cannot exceed 80% of an employee's total compensation or the limit imposed by the Internal Revenue Code, whichever is less. Plan participants are fully vested in the benefits arising from contributions made under the plan from their compensation.

Details of the retirement plan, including benefit amounts, limitations, and restrictions are described in the Summary Plan Description provided to all eligible employees. Certain administrative expenses associated with the Plan will be paid by the Plan. View a copy of the retirement plan summary plan description linked on the HR page of the Drury website: [Drury Employee Benefits](#).

Contact the Human Resources Department for more information about available plan benefits.

308 - TUITION REMISSION AND TUITION EXCHANGE

Effective 9-1-06, Rev. 2-1-09, 3-22-10, 3-1-14, 6-1-15, 10-1-16, 6-1-17, 1-1-18, 11-8-22, 1-12-23, 4-24-23, 6-13, 24, 7-24-24, 12-15-25

The University provides non-taxable tuition benefits (as defined in Section 117 of the Internal Revenue Service Code) as follows:

Regular Full-time Employees:

After one year of continuous regular full-time employment, full-time employees become eligible for 100% tuition remission for undergraduate and certain graduate programs for themselves, subject to restrictions as noted in this Section 308.

Eligible Dependents of Regular Full-time Employees:

After one year of continuous full-time regular employment, the spouses and eligible dependents of full-time employees also become eligible for undergraduate, but not graduate, tuition remission on the following schedule, and subject to the restrictions noted in this Section 308:

- After one year of service – 50% remission
- After two years of service – 75% remission
- After three years of service – 100% remission

An eligible dependent is defined in Section 152 of the Internal Revenue Service Code, and generally includes a child who is a blood descendant of the first degree, one who is legally adopted, or one who is a stepchild primarily dependent on the eligible parent for financial support, and at the end of a calendar year is under age 19 or is a full-time student under age 24.

Tuition remission benefits are also available as follows for regular full-time employees whose service terminates for the following reasons:

- For the eligible dependents of an employee who dies while employed as a full-time regular employee after being employed full-time for at least two years.
- For the dependents of and/or employee who has become fully and permanently disabled as defined by Social Security for benefit eligibility after having served as a regular full-time employee for at least two years.
- One who is released because of a declared financial exigency of Drury University after being employed as a regular full-time employee for at least 10 continuous years.
- One who retires after having 10 years of continuous full-time service and is at least 55 years of age, or when the sum of continuous, full-time service and age totals 76.

Regular Part-time Employees:

After one year of continuous regular employment, part-time employees become eligible for undergraduate and graduate tuition remission, with restrictions as noted in this Section 308, and pro-rated on the basis of their regular hours of work as noted below:

- 20-29 hours per week = Up to 6 hours of tuition remission
- 30-39 hours per week = Up to 9 hours of tuition remission

Eligible Dependents of Regular Part-time Employees:

After one year of continuous regular employment, the spouses and eligible dependents of part-time employees also become eligible for undergraduate, but not graduate, tuition remission with the restrictions noted in this Section 308, and pro-rated on the basis of their regular hours of work and the following schedule:

- After one year of service – 50% remission of either 6 or 9 hours, based on the above pro-rata schedule
- After two years of service – 75% remission of either 6 or 9 hours, based on the above pro-rata schedule
- After three years of service – 100% remission for either 6 or 9 hours, based on the above pro-rata schedule

Graduate Assistants:

Graduate students who are formally admitted to a graduate program, approved by the Graduate Assistant Selection Committee, and selected for a Graduate Assistant position are eligible for 100% graduate tuition remission for eligible programs up to 12 to 15 credit hours per academic year immediately upon employment and as indicated on the appointment letter, provided that the Graduate Assistant completes a tuition grant application **each** semester that tuition remission will be used and files a FAFSA with the Office of Financial Aid (if applicable). Graduate Assistant tuition remission may be limited to specific programs and is generally subject to availability and strict compliance with all internal and external rules related to the Graduate Assistant tuition program, which may be amended from time to time.

Tuition Remission for Adjunct Instructors

Tuition remission for adjunct instructors and their eligible dependents will be applied on the basis of one hour taught generates one hour of tuition remission, at the credit hour rate of the course being taught. Adjunct instructors are eligible for undergraduate and graduate tuition remission. Eligible dependents of adjunct instructors are eligible for undergraduate tuition remission benefits only. Tuition remission benefits must be used during the same semester in which they are earned.

Tuition Remission Forms

A tuition grant application must be completed for **each** semester or term in which benefits will be used. Fully completed tuition remission forms must be submitted to the Human Resources office no later than three (3) weeks before the semester for which tuition remission is being requested begins. This enables the Human Resources office to comply with the University policy that requires that a student's total bill be paid in full or the student enrolled and current on a payment plan two (2) weeks before the start of a semester (Academic Catalog, p. 75). A late fee of 10% of the tuition charges will be applied by the Business Office to the student's account if the tuition remission form for that term is not received by the Human Resources office by the due date. Employees may apply for a one-time only waiver of late fees in the Human Resources office. For the waiver to be approved the employee must not have been approved for a previous late fee waiver and must acknowledge on the waiver form their receipt of the tuition remission policy and tuition remission form due dates.

Please apply using this form.

Academic Requirements:

Recipients of tuition remission must meet federal Satisfactory Academic Progress (SAP) requirements to receive the benefit. Students who do not meet SAP requirements will have the opportunity to appeal, and if approved, will be eligible to continue receiving the benefit for the subsequent term. The decision of the Financial Aid Appeal Committee is final.

Restrictions and Administrative Requirements:

NOTE: Campus Housing policies and campus residency requirements will apply to dependent children utilizing tuition remission as full-time day school students. Refer to Student Housing Policy for complete requirements.

Tuition remission benefits terminate at the end of a semester during which employment terminates regardless of the cause of terminated employment, unless employment is terminated prior to the twenty-first day of the semester or session, in which case no tuition remission will be provided.

No fees or non-tuition charges of any kind, nor any other costs related to any course or to any educational pursuits, are remitted in any circumstance. This benefit may only be applied to tuition costs. Laboratory fees, music lessons, books, tuition for non-credit courses, student teaching fees, graduation fees, health center fees, student fees, orientation fees, other special fees, and room and board fees are excluded.

Employees and dependents are limited to one undergraduate degree of each

type (ex: one Associate of Science degree, one Bachelor of Science degree, etc.). A simultaneous double major is covered, however, a student may not return after graduating to pursue another degree or take additional undergraduate courses using tuition remission. Certain exceptions may be granted for a course for a non-degree-seeking student.

Tuition grants for the graduate degree programs (as defined in Section 127 of the Internal Revenue Service Code) are restricted to the use of eligible employees up to the maximum per calendar year. Certain graduate programs that are especially competitive and dependent on tuition revenue, including but not limited to the Physician Assistant Studies program, are not eligible for tuition remission.

Tuition remission may only be applied to Drury classes as determined by the Registrar. Tuition and fees associated with any off-campus programs are excluded from tuition remission. This includes, but is not limited to, study abroad, consortium classes, certification programs offered through a partner institution, and the non-Drury portion of the dual-degree nursing program. Regarding the dual-degree nursing program, students receiving tuition remission are eligible for tuition remission for the Drury classes required by the program. However, during semesters when the student is enrolled in coursework through the partner institution, the student will be responsible for the charges assessed to Drury by that institution. Tuition remission eligibility for those semesters will be reduced by an amount equal to the charges incurred from the partner institution.

Eligible employees or their dependents who elect to enroll in a professional enrichment program or related program offered in partnership with an outside provider may apply for tuition remission for the portion of the tuition retained by Drury University, up to a maximum of 30% of the tuition charges.

Recipients of tuition remission who elect to enroll in independent/directed study will receive remission benefits based on their individual eligibility, up to a maximum of 40% of the tuition charges.

Recipients of tuition remission benefits may repeat a course one time and receive tuition remission for that course. Students who elect to repeat a course more than once may retake the course at his or her own expense.

All tuition applicants who have not completed an undergraduate degree are required to complete and process a [Free Application for Federal Student Aid \(FAFSA\)](#) (if eligible) for each grant request. So that Drury can appropriately account for tuition remission in a timely fashion, the FAFSA must be filed no later than 60 days after the first day of classes in the semester for which tuition remission is requested. A FAFSA filed for a fall semester will suffice for a subsequent spring semester. The resulting Student Aid Report (SAR) must be filed with the Financial Aid Office within 30 days of its receipt.

The amount of tuition remission is applied to gross tuition less any externally funded scholarships, and Federal or State grant aid such as Pell Grant and Access Missouri Grant, unless said scholarships are applied to room and board charges in Drury facilities. If Drury has no housing vacancies, said awards may be applied to off-campus room and board, and tuition remission is not diminished by the amount of said scholarships. Tuition remission recipients are not eligible for scholarships funded by Drury University.

The tuition grant will be reduced by any non-Drury financial aid received.

Tuition Exchange

Drury Tuition Exchange Program benefits are available to dependents of current regular full-time employees after three years of continuous, full-time service. The Financial Aid Office will provide information on participating institutions, availability, and the application process. Tuition exchange is not available to retirees and is subject to availability and strict compliance with all internal and external rules related to the tuition exchange program, which may be amended from time to time.

400 - WORKERS' COMPENSATION INSURANCE AND BENEFIT PROCEDURES

Rev. 1-12-23

Workers' compensation insurance is provided for each employee in accordance with the worker's compensation laws of the State of Missouri for accidental injury and occupational disease arising out of and/or in the course of employment.

Occupational accidents, diseases and injuries that occur at work and are determined to be directly linked to the performance of normal, job-related duties are covered under Workers' Compensation Law.

The benefits included in the program are: payment of hospital and doctor fees for services provided, payment for medicine prescribed for the related injury or disease, and payment of a portion of the employee's wages while disabled.

Work-related injuries include medical care and rehabilitation as ordered by Drury's treating physician. There are no deductibles or co-payments. Drury University pays the entire cost for treatment. For emergency treatment, the employees should go to the nearest medical facility.

If an employee is required, as part of the job, to perform duties outside the Springfield area, the injured employees may obtain emergency treatment from the nearest appropriate medical facility. However, Human Resources must be notified immediately following a visit.

Drury is not required to pay for non-emergency treatment that employees seek or select on their own. Employees must have approval from the Human Resources Department before seeking treatment that they expect to be paid for under Missouri's Workers' Compensation Law.

Temporary disability payments may be paid to the employee if Drury's attending physician states that you are unable to work. These weekly benefits replace all or part of your lost wages. Additional cash payments will be made in the case of a permanent disability such as the loss of a finger or the loss of sight. If employees are permanently unable to return to work, a lump sum payment may be made.

Death benefits are made to surviving dependent.

All accidents, including those that do not require treatment by a doctor and/or hospital, must be reported to the department director, chair, or supervisor. The department director, chair or supervisor is required to complete a Drury University Employee's Report of Injury setting forth the time, place, and nature of the accident/injury, and the name and address of the person injured. This report

must be provided to Human Resources within 24 hours (linked here: Injury Report Form). The Human Resources Department will prepare and process the information with the Missouri Division of Workers' Compensation. Timely reporting is critical because claims can be denied if accidents and injuries are not reported to the Missouri Division of Workers' Compensation within the required time frame of 30 days.

The full cost of these benefits is paid by Drury University.

Most situations are handled in a routine and efficient way. However, if questions arise concerning medical benefits or any aspect of the workers' compensation process, contact Human Resources.

Employment Related Accidental Injury or Disease Procedures

1. Employees who are receiving care from a Drury University physician for a work-related accidental injury or disease, and who are required not to work, will be granted up to a maximum of three days paid leave.
2. After the three-day paid leave for the work-related accidental injury or disease, employees will be placed on leave without pay. Drury University's insurance carrier, as required by the Workers' Compensation law, provides compensation.
3. Employees returning to work full-time following an absence due to a work-related accidental injury or disease will be provided paid time-off for therapy or medical treatment. The time away from work can be made up within the same workweek or charged to sick leave. For more information, refer to Section 608 Sick Leave Benefits.
4. Employees approved by Drury University's physician to perform limited work may be assigned to another work area or modified duties.
5. If an ambulance is required to transport the Springfield campus employee to a medical provider, arrangements must generally be coordinated with Drury University's Security office.

Approved provider information is maintained and distributed by the Human Resources Department.

500 - UNIVERSITY TRAVEL EXPENSES

Drury will reimburse employees for reasonable University travel expenses incurred while on assignments away from their normal work location. All University travel must be approved in advance by the immediate supervisor.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Drury. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. If injured, employees must notify the Human Resources Department immediately.

After travel has been approved, cash advances to cover reasonable anticipated expenses may be made to employees. Employees should submit a written request to their supervisor when travel advances are needed.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employees.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. Travel expense reports are available in Financial Services.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Travel Time by Non-Exempt Employees

General Commuting

The time spent by employees traveling to and from their work location before and after work – does not count as hours worked.

Out-of-Town and Overnight Travel

Whether time spent traveling out-of-town is compensable depends on several factors, including but not limited to the time of the day during which the travel occurred, whether an overnight stay is involved, and whether the non-exempt employee is a passenger or a driver. Questions regarding which hours are to be

considered work hours should be directed to Human Resources. You can also refer to the Human Resources handout entitled "[Guide to Hours Worked](#)."

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

501 - MONTHLY PAY CALCULATION

Rev. 11-12-25, 12-15-25

Regular Employees

Regular employees employed to begin work after the first day of the month are compensated for number of work days (for exempt) or number of hours (for non-exempt) to calculate the first paycheck, which is paid according to the regular pay cycle.

Temporary Employees

Temporary employees may be classified as exempt, non-exempt, part-time, or full-time. These types of employees report time worked the same way that a regular employee of the same classification would report work, except in instances where an outside agency is responsible for paying the employee.

Student Work Program Participants

Students will be paid per hour worked using the same timecards used by non-exempt employees.

502 - OVERTIME

Rev. 9-30-24

Standard Schedule:

The standard work schedule is 8:00 a.m. to 5:00 p.m. with an hour for lunch, Monday through Friday. This standard schedule equals 40 hours per week, which is defined as 100% full-time equivalent.

Any department head may have an individual or a group of employees work an agreed upon schedule that deviates from the standard, but the schedule must be approved in advance by the appropriate Vice President.

Standard Workweek:

For payroll purposes, the standard workweek consists of seven days, 12:01 a.m. Sunday through midnight the following Saturday.

Pay Periods:

Exempt employees are paid on the last day of each month for that month (the first of each month through the last day of that month).

Non-exempt employees are paid every other Friday for the two week pay period ending the previous Saturday. Pay periods run from Sunday through Saturday and encompass two work weeks.

Overtime Fair Labor Standards Act Requirements:

Exempt Staff:

The following rules apply to exempt staff:

1. Employees classified as exempt from the Fair Labor Standards Act are not eligible for overtime pay. The act does not require that these individuals be compensated for hours worked in excess of their regular schedule, and exempt employee at Drury occasionally work more than 40 hours in a given week due to the nature of their responsibilities without additional compensation.
2. Exempt staff must report all time off. The employee's supervisor must review and approve the timesheet each month before it is submitted to payroll.
3. If corrections or modifications are made to the attendance record, both the employee and the supervisor must verify them.

Non-Exempt Staff:

The following rules apply to non-exempt staff:

1. Employees classified as non-exempt from the Fair Labor Standards Act must be compensated for hours worked in excess of 40 hours per workweek.
2. Non-exempt staff may not work more than the standard number of hours in their work schedule without prior authorization from their supervisor(s). If an employee works overtime without permission, the University is still obligated under the Fair Labor Standards Act to pay that employee for overtime worked, although the employee may be subject to disciplinary action for not adhering to University policies.
3. Non-exempt employees who work more than 40 hours in one workweek must receive overtime pay at the rate of 1 ½ times their regular hourly rate for each hour worked in excess of 40 hours per workweek. Overtime requirements may not be waived by agreement between the supervisor and employee.
4. Non-exempt employees will be compensated for all overtime worked during a pay period on the next regular pay date after the period in which the overtime was earned. The law requires the University to either adjust the employee's work schedule to 40 hours or less per workweek or pay overtime for hours worked in excess of 40 per workweek.
5. Hours for which non-exempt employees are regularly paid, but do not actually work due to an official holiday or vacation days, are counted in establishing the number of hours worked within a workweek for overtime computation purposes.
6. Non-exempt employees are required to record the total hours worked each by clocking in and out.
7. If corrections or modifications are made to the time record, both the employee and the supervisor must verify them.
8. Accurately recording time worked is the responsibility of each non-exempt employee. Federal and state laws require Drury to keep an accurate record of time worked in order to calculate pay and benefits. Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

503 - PAYDAYS

Rev.4-27-23, 6-9-26

Regular Employee Paydays

Regular exempt full-time employees are generally paid monthly on the last working day of the month. Regular non-exempt employees are generally paid every other week on Fridays. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Student Work Program Participant Paydays

Students who work on campus are generally paid every other Friday. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, student employees will receive pay on the last day of work before the regularly scheduled pay day.

Direct Deposit

Paychecks are generally directly deposited into an employee's bank account. Changes to direct deposit information should be made in ADP. All paychecks will be deposited in the bank requested after account verification has been completed.

Deductions from Pay

Deductions from an employee's pay will be made in accordance with applicable federal, state, and local law. Employees may voluntarily authorize additional deductions for their convenience.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources Department in writing so that corrections can be made as quickly as possible.

504 - TIMEKEEPING

Rev. 4-27-23, 5-15-23

Accurately recording information on the timesheet is the responsibility of every employee. Federal and state laws require Drury to keep an accurate record of time worked and leave time in order to calculate pay and benefits for relevant employees.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to maintain accurate time reporting.

Exempt Staff

For eligible exempt employees, time off should be requested in ADP, subject to supervisor approval. Worked hours are not recorded. Coaching staff are generally not required to record hours worked.

Non-Exempt Staff

Non-exempt employees should use the time clock in ADP to record every hour of work. It is the employee's responsibility to correct any missed punches with the supervisor before the end of each pay period. Time off requests for eligible non-exempt employees should also be requested in ADP, subject to supervisor approval.

Non-exempt staff are specifically prohibited from performing any work for the University off the clock. A supervisor who allows or asks, directly or indirectly, any non-exempt employees to perform any work for the University off the clock shall be subject to disciplinary measures, up to and including termination. In all cases, all time worked by non-exempt staff MUST be recorded on the time sheet and will be compensated. Any employee who becomes aware of an employee working "off the clock" should immediately report such work to the Department of Human Resources. There will be no retaliation against any employee for reporting any off-the-clock work or any request for off-the-clock work.

505 - WAGE GARNISHMENTS

Rev. 4-24-23

Drury University complies with federal and state garnishment regulations that require withholding from employees' full gross earnings to satisfy unpaid debt such as court-ordered child support or spousal maintenance, tax levies, general indebtedness, and administrative garnishments. Only garnishments processed through the court system (except for administrative garnishments) will be withheld. Voluntary wage assignments are not accepted.

Although the law allows for the collection of a processing fee, Drury University does not collect this fee.

The amount of wages that can be withheld is restricted by the federal Consumer Credit Protection Act, 15 U.S.C 1673. Percentages vary by type of garnishment, and Drury University withholds only the amount required by law and in the priority order designated.

Drury University accepts the Head of Household affidavit for Missouri garnishment orders, which is a notarized document declaring the employee as head of household and restricts the garnishment percentage except in the cases of court-ordered child support or spousal maintenance, tax levies, and other types of orders.

506 - SALARY PAYMENT TO EXEMPT EMPLOYEES

Rev. 4-24-23

Exempt Staff

Exempt staff must record all leave time used but are not required to record hours worked.

Exempt employees must be paid on a salaried basis and that salary may not be reduced due to variations in the quality or quantity of the work performed, subject to the exceptions listed below.

In addition to required deductions such as payroll taxes and garnishments, and voluntary deductions authorized by the employee, such as insurance premiums, retirement contributions, etc., the following deductions from an exempt employee's pay are permitted:

- Deductions to recoup salary payments advanced but not earned by the employee;
- When an employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- To offset amounts employees receive as jury or witness fees, or for military pay;
- Disciplinary suspensions of one or more full days, coordinated through Human Resources, imposed in good faith as penalties for serious infractions of safety rules of major significance;
- Disciplinary suspensions of one or more full days, coordinated through Human Resources, for infractions of workplace conduct rules including, for example, violations of the University's policies prohibiting harassment or workplace violence, prohibited use of drugs or alcohol, or violations of state and federal law;
- In the initial or final week of employment; or
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA).

The following are non-permissible deductions from exempt employees' pay:

- Absences of less than a full work week occasioned by the University or by the operating requirements of the University;
- Absences of less than a full workweek caused by jury duty, or attendance as a witness in a judicial proceeding (although the University may offset against the regular salary any amount paid as jury or witness pay);

- Absences of less than a full workweek caused by temporary military leave (although the University may offset against the regular salary any military pay the employee receives; or
- Partial day absences for personal reasons or because of sickness or disability not covered by the Family and Medical Leave Act (FMLA).

507 - REDUCTION IN COMPENSATION

In the event of unexpected and significant declines in enrollment and/or increases in expense, adverse market conditions or other financial obstacles, the University may, at its discretion, implement temporary reductions in salaries, especially for highly compensated employees, whether contractual or at-will, upon 30 days' notice. In no event may this section be applied in a manner that reduces compensation below minimum amounts as required by state, local, or federal law. This section does not provide any contractual obligations pertaining to at-will employees, or otherwise restrict the University's ability to eliminate positions, make changes to the employment of any particular employee, or exercise its business judgment in making decisions pertaining to personnel and policies.

600 - BEREAVEMENT LEAVE

Up to 3 days of paid bereavement leave will be provided to regular, full-time, and part-time employees. Two additional days of paid leave may be provided for travel in excess of 300 miles.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave except sick leave benefits, for additional time-off as necessary. At the supervisor's discretion, bereavement leave will be provided to attend the service of other associates or close friends (not to exceed one half day maximum).

Drury University defines "immediate family" as the employee's spouse, parent, child, sibling; the member's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Employees who wish to take time-off due to the death of an immediate family member should notify their supervisor immediately.

Bereavement pay will be calculated based on the employee's straight time pay rate (as of the date of the bereavement leave) times the number of hours the employee would otherwise have worked that day. Bereavement hours will not count as hours worked for overtime purposes.

601 - EDUCATIONAL LEAVE

Rev. 4-24-23

While employees are encouraged to continue their education in order to increase the value of their contribution to the University, the process of education should neither detract from, nor interfere with, the employee's performance on the job. Employees who have met academic qualifications may take courses during hours outside of their regular work schedule. To apply for tuition remission, please refer to Section 308 - Tuition Remission. Tuition remission applications are available online at this link: <https://www.drury.edu/hr/tuition-grant-application/>.

602 - EMERGENCY CLOSINGS

Rev. 4-7-14, 12-1-19, 2-4-25, 11-12-25, 12-8-25

Weather Emergencies:

Closing & Cancellation Policy

Drury's policy on whether to close or remain open at physical locations during inclement weather is simple: The University will remain open unless it is unsafe to do so. The President of Drury University will decide when to close the institution.

The safety of our students, faculty, and staff is of paramount importance. If you reasonably believe traveling to Drury is not safe based on weather conditions of public roadways, please stay home, and communicate with your supervisor.

Drury posts closing information on the Drury website (www.drury.edu) as well as on all of Drury's social media sites, local TV channels, and sends out email and text alerts utilizing the RAVE Mobile Safety emergency notification system. All employees are encouraged to sign up for emergency alerts and notification to stay abreast of closings. Do so by visiting Drury's One Login page then selecting RAVE and following prompts.

When a department or function is officially closed due to a weather emergency, employees required to work in the affected department or function during the hours of partial operations must receive equivalent paid time off at a later date for the actual hours worked. This must be requested in advance.

Unless a department or function is officially closed, full-time and part-time staff unable to report for work due to weather will have the absence charged to accrued vacation, paid personal time, or unpaid time off.

Employees already on a leave of absence at the time of a weather closing will receive no compensation for weather days.

Employees on vacation or other paid time off will not be required to use their scheduled paid time off if a weather closing has been issued for the same day(s).

Employees choosing to leave early due to inclement weather may leave early but should request the missed time as paid or unpaid time off in ADP (depending on what is available to you).

Temporary employees, employees previously approved to work remotely on an inclement weather day, and student work program participants will not be paid for time not worked.

603 - FAMILY AND MEDICAL LEAVE

Rev. 1-16-09, 5-1-11, 4-16-25

General Provisions

It is the policy of the University to grant up to twelve (12) weeks of Family and Medical Leave during a 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period, in accordance with the expansion of FMLA under the Support for Injured Service Members Act of 2007. The leave is unpaid. The University will require employees to use their eligible paid time off concurrent with the FMLA leave.

Eligibility

To qualify for Family and Medical Leave under this policy, the employee must meet all of the following conditions:

1. The employee must have been employed at Drury University for a cumulative total of 12 months. The 12 months need not have been consecutive, although they must have been within 7 months unless related to protected military leave. For eligibility purposes an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on approved leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the date when the leave is requested to commence.

Basic Family and Medical Leave

In accordance with the Family and Medical Leave Act, Drury University will allow eligible employees to take up to 12 weeks of unpaid, job-protected leave for the following reasons:

1. The employee's own serious health condition;
2. To care for the employee's child after birth, or placement for adoption or foster care (this type of leave must be completed within 12 months of the birth or placement); or
3. To care for the employee's spouse, son or daughter, or parent (not in-law) who has a serious health condition.

Military Family Leave Entitlements

Eligible employees may also use the FMLA for military family leave. There are two types:

Active-Duty Family Leave for Qualifying Exigencies:

Eligible employees with a spouse, son, daughter, or parent who has either been notified of an impending call or order to active military duty or who is already on active duty in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies related to the call-up or service. Qualifying exigencies include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and certain post-deployment activities, issues arising from the military member's short notice deployment (of 7 days or less) for a period of 7 days from notice, and up to 5 days to spend with a covered military member on short-term rest and recuperation leave during deployment. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Injured Service Member Family Leave:

FMLA also includes a special leave entitlement that permits eligible employees (the spouse, son, daughter, parent, or "next of kin" of a member of the Armed Forces) to take up to 26 weeks during a single 12-month period to care for a covered service member with a serious injury or illness. "Next of kin" is defined as the closest blood relative of the injured or recovering service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who, because of a serious injury or illness incurred in the line of duty on active duty, is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list. A serious injury or illness is one incurred in the line of duty on active duty that may render that service member medically unfit to perform the duties of his or her office, grade, rank, or rating. FMLA leave used for other purposes will count against the 26-week entitlement such that an employee who uses 12 weeks for another purpose will have 14 remaining for injured service member leave.

How Leave May be Taken

Eligible employees may take up to 12 weeks of FMLA leave in a 12-month period (with the exception of an Injured Service Member Family Leave, which may be up to 26 weeks) in the following manner:

1. As consecutive weeks;
2. On an intermittent basis when medically necessary, or for qualifying exigencies. While not required by law, the University may, in its sole discretion, allow employees to take FMLA leave on an intermittent basis for the birth, adoption, or placement for adoption of a child. Intermittent leave

- may be taken in one-hour increments. Employees must attempt to schedule intermittent leave so as to not disrupt normal University operations; or
3. On a reduced schedule when medically necessary or when mutually agreed upon by the University and the employee for the birth, adoption, or placement for adoption of a child.

Conditions of Leave

For purposes of calculating the 12-month entitlement period, Drury University will use a rolling 12-month period, measured forward, that begins on the date an employee first starts an FMLA leave. For employees married to each other and working at Drury University, a separate 12 weeks is allowed for each to care for his/her own serious illness, or for a seriously ill covered family member. For employees married to each other and working at Drury University, up to 12 combined weeks are allowed to care for their child following birth or placement for adoption or foster care. Leave to care for the employee's child following birth or placement for adoption or foster care must be taken within 12 months of the birth or placement. Married employees may take up to a combined 26 weeks to care for a covered service member.

Advance Notice

Employee requests for Family and Medical Leave should be initiated by the employee notifying Human Resources or their supervisor of his/her need to take FMLA leave, or by securing and submitting a Family and Medical Leave Request Form (available from the Human Resources Department).

The Human Resources Department will provide the employee with notice of his/her rights under the FMLA, a Family and Medical Leave Request Form, and a Medical Certification form.

Medical Certification

1. For The Employee's Own Serious Health Condition: Human Resources will require employees, at their expense, to submit a Certificate of Health Care Provider form from the attending health care provider to substantiate the medical leave. The medical certification must be submitted to the Human Resources department no later than 15 calendar days after the University has requested such documentation. It is the employee's responsibility to ensure the delivery of the medical certification form to Drury within the fifteen-day period. Failure to submit the required medical certification form within the fifteen-day period, barring extenuating circumstances, may result in a denial or delay of approval of the FMLA request.
2. For Serious Health Condition of Child, Spouse, or Parent: Employees will be required to submit a Certification of Health Care Provider form from the attending health care provider that certifies that there is medical necessity

for the leave if the request is for the medical care of a son, daughter, spouse, or parent. It is the employee's responsibility to ensure the delivery of the medical certification form to Drury within the fifteen-day period. Failure to return the certification within the fifteen-day period can result in a delay or denial of the FMLA request. All sections of the form must be completed. For leave involving a serious health condition of the employee or a covered family member, the University has the option of requiring the employee to secure a second opinion from an independent medical provider selected by the University. The University will pay for the second opinion. If the two opinions conflict, the conflict may be resolved by a third opinion by a provider agreed to by the University and the employee which shall be considered final and binding. The University will pay for the third opinion.

3. For the Birth or Adoption of a Child: Human Resources will not require medical certification if an employee is requesting FMLA leave in these circumstances; however, supporting documentation will be required. Please call the Human Resources office to determine what type of documentation is required for your specific situation. The same time requirements for submitting the documentation exist as for # 1 and #2 above.
4. For a Qualifying Exigency: Employees will be required to submit a copy of the covered military member's active-duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
5. For the Care of Seriously Ill or Injured Covered Service Member: Employees will be required to provide certification completed by an authorized health care provider or by a copy of an International Travel Order or Invitational Travel Authorization issued to any member of the covered service member's family.

Inadequacy of Certification

Human Resources will notify employees in writing whenever medical certification or other documentation is incomplete. Employees will have an extension of seven (7) calendar days from the receipt of notification to correct the problem.

Re-Certification

If the leave is extended past the initial medical certification and there is remaining FMLA leave time available for an employee to use, the University will require the employee to re-certify by submitting another medical certification form. The re-certification will be at the employee's expense.

If a condition is certified for more than 30 days, the employer may request recertification at the earlier of the duration initially specified or every 6 months. The employer can request a recertification in less than 30 days if the employee requests an extension, if the circumstance described in the initial certification changes, or if the employer has information that casts doubt on the need for leave.

Recertification will not be required for qualifying exigency and covered service member leave.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient medical care or continuing treatment by a health care provider. In general, the continuing treatment requirements may be met by a period of incapacity of 3 consecutive full calendar days combined with two visits with a health care provider, the first of which must occur within 7 days of the first day of incapacity and the 2nd or which must occur within 30 days of the first day of incapacity; 3 days of incapacity plus one treatment by a health care provider within 7 days of the first day of incapacity and a regimen of continuing treatment; incapacity related to pregnancy or pre-natal care; incapacity due to a chronic condition that requires at least 20 provider visits per year and may involve episodes of incapacity; incapacity due to a permanent or long-term condition for which treatment may not be effective; or incapacity to receive multiple treatments for restorative surgery or for a condition that would likely result in greater than 3 days of incapacity absent treatment. Incapacity means inability to work, attend school, or perform other regular activities. Absent complications or inpatient care, cosmetic procedures, routine exams, treatments that could be initiated without a provider visit, the common cold, the flu, non-migraine headaches, earaches, stomach aches, minor ulcers, and similar conditions are not covered serious health conditions.

The Employee's Responsibilities

Notice Requirements

When the need for leave is foreseeable, the employee must provide 30 days' advance notice to Human Resources of the need to take FMLA leave. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with Drury's normal absence reporting procedures. Employees must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances

supporting the need for military family leave. Employees also must inform Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified. A family member may contact Human Resources if the employee member is medically unable to request a medical leave.

Updated Information

An employee on leave is required to report any change in his/her status, duration of leave, or intent to return. During leave, the University may require that an employee re-certify the medical condition that caused the employee to take leave when the University obtains information that casts doubt on the continuing validity of the employee's original certification, when the employee requests an extension of leave, or when circumstances/duration of the leave change.

Continuation of Pay During FMLA Leave

FMLA was designed to allow employees the minimum benefit of taking an unpaid leave while having their job and benefits protected. The University allows and requires employees to be paid for certain FMLA qualifying events when they have accrued paid leave time available for use.

Paid FMLA: The University requires employees to use eligible paid time, concurrent with FMLA when they have accrued paid time off available. Accrued sick leave time may not be used during an FMLA leave for any purpose except for the employee's own personal illness or injury. While on FMLA and using paid leave time, employees will continue to accrue vacation and sick leave. Paid sick leave may not be used during an FMLA leave taken to provide care for an immediate family member with a serious health condition.

Unpaid FMLA: If employees do not have any paid leave time available, their FMLA leave will be on an unpaid basis. While on an unpaid FMLA leave employees will not accrue sick or vacation time.

Continuation of Benefits During FMLA Leave

For the duration of the approved Family and Medical Leave, Drury University will maintain the employee's benefits at the same level and under the same conditions as if the employee had continued work. The employee is required to continue to pay his/her contribution to dependent insurance, dental insurance, or other elective benefit costs. The contribution will be deducted from the employee's paycheck during leave if the employee is being paid by use of accrued paid time off. If the employee is not being paid during the leave, he/she will pay the cost by remitting a check payable to Drury University at the Human Resources Department by the 20th of each month. If the employee fails to make

the required payment for dependent health insurance, dental insurance, and/or other elective benefits within 30 days of the date that such payment is due, those applicable coverages will be discontinued.

Other benefits normally provided to an employee shall be provided to the employee only if permitted by the plan document governing the provision of those benefits. While on unpaid leave, the employee will not accrue service credit for purposes relating to vacation accrual, sick leave accrual, or any other service-related benefit. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The University has the right, upon the employee's return from Family and Medical Leave, to refuse to reinstate any benefit or condition of employment that has been discontinued for other University employees. Should the employee not return to employment with the University, or return for less than a period of 30 days after the leave has ended, the employee shall owe the University the cost of any benefits provided during the entire duration of the Family and Medical Leave, including the employer contribution to the employee's health benefits. No such amount shall be owed if there is a re-occurrence or onset of a serious health condition, or if, in the opinion of the University, there is a change of circumstances beyond the employee's control. An employee who does not return to work after use of Family and Medical Leave for a period certified by a physician, or who does not return after use of twelve weeks of leave, shall be treated as having voluntarily terminated his/her employment.

Concurrent Leaves

Workers' compensation absences will run concurrently with the 12-week FMLA entitlement if the work-related injury meets the FMLA "serious health condition" definition. If an employee will be compensated by workers' compensation insurance during the work-related injury leave, the University will not require the employee to use accrued paid leave.

Designation of Leave

It is the University's responsibility and right to designate a leave of absence as qualifying under the FMLA. If during an employee's absence the University learns that the employee is off work for a reason that qualifies for FMLA, the University's policy is to designate FMLA retroactively to the earliest possible date when the need for the leave began. Designation will be based on information from an employee, his/her representative, and/or the medical certification. The University will act upon letters and forms filed and processed in conjunction with leaves, workers' compensation, and disability in making FMLA designations. Designation can occur the following two ways:

- **By Employee Request:** If an employee requests FMLA by submitting the FMLA Request form along with appropriate supporting documentation, the

University will designate the leave as FMLA or non-FMLA as soon as possible, but generally within five (5) business days after receiving such a request. When the University designates FMLA retroactively, the employee's accrued leave balances will be charged for work time missed back to the earliest possible date.

- **Without Employee Request:** The University, absent a specific request, may designate absences as FMLA based on available information. The University will attempt to notify employees of the designation of their absences verbally and will provide written confirmation of the leave designation by hand delivery or by US Mail to the employee's last known address. Employees are responsible for providing the University with their current mailing address at all times.

Returning to Work

Before employees return to work from FMLA for reason of their own serious health condition, they are required to provide Human Resources with a doctor's statement documenting that they are medically able to return to work. The University reserves the right to make additional medical inquiries and/or require follow-up examinations, at the University's expense, to ensure that the employees can perform the essential functions of his/her job.

The University will comply with FMLA requirements regarding the employee's reinstatement either to the same position held when the FMLA leave began or to a position with equivalent pay, benefits, and other terms and conditions of employment.

Certain key employees may not have the right to job restoration.

Validity of Information

Any employee who provides false or misrepresented information or omits material information in order to obtain Family and Medical Leave benefits, shall be subject to disciplinary action, up to and including termination of employment.

Confidentiality

All medical information relating to requests for Family and Medical Leave will be kept confidential by the University. Only those with a legitimate business necessity for the information will have access. If an employee disagrees with the administration of this FMLA policy, they should contact the Director of Human Resources. If the matter is not resolved to their satisfaction, they may appeal the matter to the President. If they still feel that the matter is not resolved after appealing to the President, then they may contact the Wage and Hour Division of the U.S. Department of Labor.

604 – HOLIDAYS AND SEASONAL

Rev. 6-1-08, Rev. 12-1-17, 12-1-19, 5-27-22

Drury University will grant holiday time-off to all employees on the holidays listed below:

- New Year's Eve (December 31)
- New Year's Day (January 1)
- Martin Luther King Jr. Day
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

When an observed holiday falls on Saturday or Sunday, the preceding Friday or following Monday will be recognized.

Drury University will grant paid holiday time-off to all regular, full-time, and part-time employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by number of hours the employees would otherwise have worked on that day.

Except as provided below, if a recognized holiday falls during an eligible employee's absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time-off benefit that would otherwise have applied.

Eligible non-exempt employees scheduled to work on a recognized holiday will receive holiday pay for that day plus additional pay at one and one-half times each holiday hour worked. Holiday work requires prior supervisory approval.

Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed for non-exempt staff.

Employees on leave of absence without pay are not paid for holidays that occur during their leave.

Employees must work the next scheduled workday preceding and following a holiday unless approved paid leave is used.

To be eligible for holiday pay, employees must present a medical note regarding the nature of the illness or injury.

Drury University may, at its sole discretion, elect to award additional paid time off on a seasonal basis, such as summer hours. Such seasonal time, if awarded, must be administered by Supervisors in a manner that provides coverage for departmental services. Unused seasonal paid time off will not be paid to employees while they are employed or upon termination.

Employees who provide their notice of resignation in advance of a paid holiday listed above or paid seasonal days off are not eligible to receive pay for any such paid holiday or paid seasonal holidays that fall during their notice period.

605 - JURY DUTY

Drury University encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular, full-time, and part-time employees may request up to one week of paid jury duty leave over any one-year period.

Jury duty pay will be calculated on the employee's base pay rate multiplied by the number of hours the employees would otherwise have worked on the day of absence. Regular full-time and part-time employees qualify for paid jury duty leave.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time-off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

The employees may request a rescheduling of jury duty if the employee's absence would create serious operational difficulties.

Drury University will continue to provide benefits for the full term of paid leave during jury duty absence.

Benefit accruals such as vacation, sick leave, or holiday benefits will be suspended during unpaid jury duty leave and will resume upon return to active employment.

606 - MILITARY LEAVE

Rev. 5-1-08

Drury University supports the rights and obligations of its employees to serve in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). It is the policy of the University to comply with USERRA and all other federal, state, and local laws. This policy applies to any person employed by the company, other than temporary employees.

Uniformed Services

The term "uniformed services" means the Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, Public Health Service, and any other category designated by the President of the United States in time of service or emergency.

Services in the Uniformed Services

The term "service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, funeral honors duty performed by National Guard or reserve members, duty performed by intermittent employees of the National Disaster Medical System, and a period for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such uniformed services duty.

Discrimination/Retaliation Prohibited

University policy prohibits discrimination against a person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform uniformed services. In general, these individuals may not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment based on membership in the uniformed services, application for membership, performance of service, application for service, or obligation.

Further, any employee who files a complaint of discrimination will not be adversely affected in terms or conditions of employment and will not be retaliated against or discharged because of the complaint. In addition, the University will not tolerate retaliation against any employee who cooperates in the investigation of a complaint. Any manager or supervisor who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Requests for Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with USERRA.

Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Notice may be either written or verbal.

The leave of absence will be unpaid unless otherwise mandated by state law. However, employees may use accrued vacation pay, personal days, or any other similar accrued pay, except sick pay, during the military leave. The University does not require employees to use paid vacation leave to apply toward a uniformed service leave.

Continuation of Health Benefits

During a military leave of 30 days or less, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 24 months after the absence begins or for the period of service, whichever period is shorter. Employees may be required to pay all or part of the premium for the continuation coverage.

Reemployment Rights

To be eligible for reemployment, an employee must:

- Give the University advance notice of the leave;
- Have no more than five years of total absences from the University for all military service;
- Not separate from service with a disqualifying discharge or under other than honorable conditions; and
- Timely return to work or apply for reemployment.

Upon return from military service, an employee must provide notice of reemployment or submit an application for reemployment in accordance with the following schedule:

1. An employee whose military service lasted from 1 to 30 days or who reported for a fitness examination must provide notice of reemployment at the beginning of the first regularly scheduled workday that would fall eight hours after the person returns home from military service.
2. An employee whose military service lasts from 31 to 180 days must make an application for reemployment no later than 14 days after completion of the period of military service.
3. An employee whose military service lasts more than 180 days must make an application for reemployment no later than 90 days after the completion of the period of military service.
4. An employee who has been hospitalized or is recovering from an injury incurred or aggravated while serving must report to the Human Resources Department (if the service was less than 31 days), or submit an application

for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (which may not exceed two years from the actual separation date).

An employee's reemployment rights are not automatically forfeited if the employee fails to report to work or to apply for reemployment within the required time limits. However, the employee will then be subject to the University's rules governing unexcused absences.

The University will not reemploy an individual when:

- The University's circumstances have so changed as to make such reemployment impossible or unreasonable;
- The individual has incurred a disability or aggravated a disability during such service, and, after reasonable efforts to accommodate the disability, is no longer qualified due to such disability and cannot be re-qualified and rehired without imposing an undue hardship upon the company; or
- The original employment was temporary with no reasonable expectation of continued employment.

Required Documentation

An employee whose military service was for more than 30 days must provide documentation within two weeks of his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (1) the application for reemployment is timely; (2) the period of active duty service has not exceeded five years; and (3) the employee received an honorable or general discharge.

Reemployment Positions

An employee serving from 1 to 90 days will be reemployed in the position the person would have held had the person remained continuously employed, so long as the person is qualified for the position or can become qualified after reasonable efforts to qualify the person; or in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, only if the person is not qualified to perform the duties of the position referred to above after reasonable efforts to qualify the person.

If the employee cannot become qualified for either position described above (other than for a disability incurred in or aggravated by the military service) even after reasonable efforts, the person is to be reemployed in a position that is the nearest approximation to the positions described above (in that order) which the person is able to perform, with full seniority.

A person serving 91 days or more will be reemployed in the position the person would have held had the person remained continuously employed or a position of like seniority, status and pay, so long as the person is qualified for the job or can

become qualified after reasonable efforts to qualify the person; or in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status, and pay the duties of the position referred to above after reasonable efforts to qualify the person.

If the employee cannot become qualified for the positions above, he/she may be reemployed in any other position of lesser status and pay, but that most nearly approximates the above positions (in that order) that the employee is qualified to perform, with full seniority.

Discharge

A person who is reemployed pursuant to USERRA following 31 or more days of service cannot be discharged except "for cause" pursuant to the following schedule:

- For six months after the date of reemployment if the person's period of military service was for 31 to 180 days.
- For one year after the date of reemployment if the person's period of military service was for more than 180 days.

Rights of Employed Persons

Benefits will be continued during a military leave according to applicable state and federal laws. Upon reemployment, persons are entitled to all seniority-related benefits as if they had remained continuously employed. Service members will be provided all rights and benefits not based on seniority to the extent that those rights and benefits are available to other employees on non-military leaves of absence, whether paid or unpaid. If there is a variation among different types of nonmilitary leave, the most favored treatment will be accorded to the service member. Participation and benefits under retirement plans will be granted in accordance with federal law.

If, prior to leaving for military service, an employee knowingly provides clear, written notice of intent not to return to work after military service, the employee waives the entitlement to non-seniority leave-of-absence rights and benefits. The employee must be aware of the specific right and benefits to be lost. If the employee lacks the awareness or is otherwise coerced, the waiver will be ineffective.

Notice of intent not to return to work can waive only non-seniority leave-of-absence rights and benefits. Service members cannot surrender other rights and benefits that a person would be entitled to under the law, particularly reemployment rights.

For further information, contact a member of the Human Resources Department at 873-7434.

607 - PERSONAL DAYS

Rev. 6-1-08, 5-15-23, 11-1-25

Personal days are an all-purpose time-off policy for eligible employees to use for personal business. Regular, full-time employees are eligible to earn and use personal days as described in this policy. Coaching staff are not eligible to earn and use personal days.

Sixteen hours of paid personal time will be provided to eligible employees at the beginning of each fiscal year (June 1 through May 31). Any personal hours left unused at the end of May 31 each year will be forfeited and replaced with 16 new hours each June 1.

Eligible employees may use personal days according to the schedule below. However, before personal days can be used, a waiting period of 1 month must be completed. After that time, eligible employees can request personal days. If an employee is hired close to the end of the fiscal year (May 31), please note that there will be limited time in which these hours can be used and unused hours will be forfeited when personal days reset on June 1. As with any paid time off, use of personal day is subject to supervisor approval.

Personal days can be used in minimum increments of one hour. Employees who have an unexpected need to be absent from work should notify their direct supervisor 24 hours before the scheduled start of their workday if possible.

To schedule planned personal days, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Personal days are paid at the employee's base pay rate at the time of absence.

Personal days are not cumulative, nor can they be paid at termination of employment. Personal days are intended to provide regular, full-time employees with paid time in the event that personal obligations require absence from the job.

608 - SICK LEAVE BENEFITS

Rev. 6-1-08, 2nd Rev. 5-1-11, 5-15-23, 4-17-25, 9-8-25

Drury University provides paid sick leave benefits to all regular full-time employees for periods of temporary absence as described in this Section. Eligible employees may use sick leave benefits under the following circumstances:

- Eligible employees may use sick leave for absences due to their own illness, injury, or medical care.
- Eligible employees may use sick leave for absences due to medical appointments or due to illness or injury of an immediate family member, EXCLUDING absences due to an FMLA Leave taken to provide care for an "immediate family member," which is defined as a parent, spouse, or child.

Further information on absences due to illness or injury to a family member is addressed in the Family and Medical Leave policy, Section 603.

Accrual

Eligible employees will accrue sick leave benefits at the rate of 8 hours per month. Sick leave benefits begin the month the individual begins working provided the date of employment is the tenth of the month or earlier; otherwise, accrual begins the following month. Paid sick leave can be used in minimum increments of one hour.

Employees who will be unable to report to work due to illness or should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence prior to the scheduled start of the employee's workday.

Documentation

Before returning to work, employees may be required to furnish a written statement from their physician stating that the employee has been under the physician's care and that the employee is capable of performing the essential functions of his or her position before being returned to work.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. As an additional condition of eligibility for sick leave benefits, an employee's absence of more than five (5) consecutive days must notify Human Resources. Absences in excess of five consecutive workdays due to a serious medical condition will ordinarily be designated as Family and Medical Leave when the employee is eligible for FMLA. For more information, refer to Section 603, Family and Medical Leave Policy. Sick leave may not be used during Family and Medical Leave unless the leave is due to the employee's own serious health condition.

Absences in excess of available Family and Medical Leave, paid or unpaid, must be arranged with the Human Resources Department.

Eligible employees who have accrued sick leave who leave employment will be allowed to reinstate previously accrued sick leave up to a maximum of 80 hours if they return to employment within 9 months. Regular full-time employees who leave regular full-time employment for part-time or other employment will no longer be governed by this policy.

Unused sick leave benefits will be allowed to accumulate as follows: Employees beginning their qualifying service after June 1, 2025 may not accrue more than 600 hours of additional sick leave benefits. If the employee's benefits reach the maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Employees whose qualifying service began prior to June 1, 2025, who may have accrued as much as 960 hours of sick leave under the prior Sick Leave policy may use that accrued sick leave per the policies outlined herein, but shall not be able to accrue additional sick leave in excess of 600 hours of additional sick leave.

Employees will be required to use eligible paid time off concurrently with FMLA. Upon exhaustion of eligible accrued time off, the remainder of leave will be unpaid. For FMLA purposes the leave will be deducted from the employee's available bank of FMLA leave, from day one of absence.

Eligible employees absent on paid leave continue to accrue sick leave benefits. University holidays or University closures occurring during paid leave are not charged to sick leave benefits. Sick leave benefits cannot be taken in advance of being earned. If accrued sick leave benefits are exhausted for non-FMLA absences, further absences must be charged to accrued vacation. If all other paid leave benefits are exhausted, if any, the employee's absence must be charged to the unpaid time off category.

Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

This policy may be modified, amended, or rescinded due to changes in Missouri law.

Coaching staff and faculty are not eligible for sick leave under this Section but may qualify for FMLA. For information on FMLA, Family Medical Leave policy, Section 603. For more information on our Long-Term Disability Policy, refer to Section 306, Long-Term Disability Policy.

609 - VACATION LEAVE

Rev. 6-1-08; Rev. 5-27-22, 5-15-23, 9-30-24

Vacation time-off with pay is available to regular, full-time employees to provide opportunities for rest, relaxation, and personal pursuits. Employees earn and use vacation time as described in this policy.

The amount of paid vacation time employees receive each year depends on classification and length of their employment as shown in the following schedule:

Non-exempt staff

Upon initial eligibility the employee is entitled to 96 vacation hours each year, accrued monthly at the rate of 8 hours.

After 5 years of eligible service, the employee is entitled to 128 vacation hours each year, accrued monthly at the rate of 10.64 hours.

After 10 years of eligible service, the employee is entitled to 160 vacation hours each year, accrued monthly at the rate of 13.36 hours.

Exempt staff

Upon initial eligibility the employee is entitled to 128 vacation hours each year, accrued monthly at the rate of 10.64 hours.

After 5 years of eligible service, the employee is entitled to 160 vacation hours each year, accrued monthly at the rate of 13.36 hours.

Officers

Upon initial eligibility the employee is entitled to 176 vacation hours each year, accrued monthly at the rate of 14.64 hours.

Vacation accrual begins the month the person begins working, provided the date of employment is the tenth of the month or earlier; otherwise, accrued vacation begins the following month. Accrual continues through the month of termination if and only if the date of termination is the tenth of the month or later.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any leave of absence for more than 11 working days except military leave of absence. Military leave

has no effect on this calculation. (See the individual leave of absence policies for more information.)

Employees begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 3 months must be completed. After that time, employees can request use of earned vacation time, including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Employees should use available paid vacation time under this policy for rest, relaxation, and personal pursuits. Accrued vacation is to be taken within 12 months of the month in which it is earned. In other words, an employee's monthly accrual amount multiplied by 12 is the maximum amount that can be stored.

Employees transferring from one department to another department within Drury University retain their accrued vacation.

Employees who terminate following two or more years of service will generally be paid for unused accrued vacation, so long as they resign from the University and provide the minimum required notice in advance of their resignation. Employees who are terminated for cause will not generally be paid for unused accrued vacation. The maximum amount of unused accrued vacation that can be paid for employees whose current service began before October 1, 2024, is for 80 hours of unused vacation. These limits on how much accrued vacation time can be paid out apply even if the employee has more than 80 hours of unused vacation time.

Payment for unused accrued vacation is calculated as follows: $\text{Gross Pay} = \text{Accrued Vacation Hours} \times \text{Hourly Wage rate}$.

University holidays occurring during a vacation are not counted as vacation days.

Serious illness occurring during vacation is considered sick leave and is not charged to vacation unless sick leave has been exhausted. Employees may be asked to furnish a medical note.

Vacations cannot be taken in advance of being earned. Staff on vacation may not be employed by another department.

Coaching staff are not eligible for vacation accrual and/or payout. Coaching staff should coordinate time away from work with their supervisor, but are generally not required to record time off.

610 - VOTING LEAVE

If employees are unable to vote in an election because their work schedule encompasses the period polls are open, time-off to vote will be granted in accordance with applicable state law.

Employees should request time-off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time-off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time-off.

613 - COMMUNITY CONNECTION LEAVE

Effective 6-1-12, Rev. 3-21-25, 3-10-26

Purpose of the Policy

In recognition of the University's commitment to community engagement and the diverse needs of our community, all regular full-time employees on all of the University's campuses are eligible to receive paid community connection leave. Eligible employees may request up to eight hours per fiscal year to perform volunteer service at a site of their choosing. Community connection leave may be taken in one to eight-hour increments, as long as the period chosen has been approved by the employee's supervisor, and the employee has adequate community connection leave available. Community connection leave will be granted at the convenience of the University and must not interfere with service to our students or University operations.

Procedures

1. An employee who wishes to use community connection leave should request the time off using the category "Community Connections Leave."
2. Unused community connection leave may not be carried over from one fiscal year to the next. Employees who separate from employment or retire from the University will not be compensated for any unused community engagement leave.
3. Employees will participate in service projects with the understanding that he or she will use good judgment and avoid high risk activities including but not limited to heavy construction, heavy lifting, operating machinery, etc.

Employees are responsible for their own transportation to and from volunteer activities.

4. Responsibility for the interpretation and administration of this policy resides solely with the University. The University reserves the right to amend or rescind this policy at any time.

Liability: Employees will not be covered under the University's worker's compensation insurance while volunteering off-site even while being paid through community connection leave.

614 - LACTATION ACCOMMODATION INFORMATION

Effective 8-1-15, Rev. 5-5-26

Drury University supports employees who wish to express breast milk while at work and is committed to complying with the Patient Protection and Affordable Care Act ("PPACA") requirements to provide reasonable breaks and a private location (other than a bathroom) for employees to express breast milk for up to one year after giving birth.

Designated Lactation Area

The University has designated a lactation area with a clean, private, comfortable space, an electrical outlet, a chair, a table, and access to a sink with running water. The location of the designated lactation area is in the O'Reilly Enterprise Center at the far east end of the hallway on the south end of the second floor.

In addition to the designated lactation area, an employee may work with her supervisor and the Human Resources office to identify a space in her department or building to serve as a lactation area. Privacy may be ensured by installing a lock, and/or blinds or a curtain.

Break Time for Expressing Breast Milk

Prior to returning from leave after the birth of a child, an employee who plans to breastfeed after returning to work should engage in a dialogue with her supervisor regarding accommodations to express breast milk. Time used to express milk should be coordinated with the department as a request for a flexible work schedule to allow the employee to make up the time at the beginning or end of her work schedule if the request exceeds paid break and meal times.

Departments should anticipate requests for breaks of 15 to 30 minutes, two to three times per day. Some additional time may be needed to return to the work location, depending on the location of the employee's work location. Supervisors should be flexible about break time for expressing breast milk and should direct any questions to the Human Resources office. The Human Resources office may require additional relevant information from the employee, and/or reasonable documentation from the employee's health care provider, upon request to the employee.

Storage of Breast Milk

Employees must provide their own clearly identified, leak proof containers for storage of expressed milk while on campus. An employee should check with her supervisor to determine if there is a refrigerator/freezer available near the employee's work area where storage of breast milk is permitted. If there is no

refrigerator/freezer readily available, the employee should provide her own means to store and keep the milk cold, such as a cooler.

NOTE: Federal and state regulations prohibit the storage of breast milk in refrigerators/freezers that are used for lab specimens or medications.

Responsibility of Employees

An employee should contact her supervisor to notify the supervisor of the request for accommodations to express milk. The employee should provide notice of the frequency and duration of time needed for breaks. If the need for break frequency or duration changes, this should be coordinated with the employee's supervisor.

Responsibility of Supervisors

Supervisors should respect and be sensitive to an employee's choice to breastfeed as well as other efforts to do what she considers best for her baby.

Supervisors should work within the University's policies regarding breaks and hours of work to accommodate employees who wish to express milk at work. Supervisors should grant requests for unpaid break time and/or the use of paid breaks or meal times for this purpose for up to one year following the birth of a child. Time used to express milk may be made up at the beginning or end of the day, or other flexibility may be approved to meet the needs of the department and the employee making the request.

Access to and Reservations for the Designated Lactation Areas

If a lactation room is needed, please contact Human Resources who will provide access to a room upon request.

700 - ACCESS TO EMPLOYMENT RECORDS

Drury University maintains an employment record on each employees that includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Employment records are the property of Drury University, and access to the information they contain is restricted. Generally, only supervisors and management of Drury University who have a legitimate reason to review information in a file are allowed to do so.

701 - EQUAL EMPLOYMENT OPPORTUNITY

Rev 3-19-25

Drury University is an open and welcoming community from a rich variety of cultures, races, and socio-economic backgrounds. The mission and goals of the University dedicate the institution to being a community which "affirms the quality and worth of all peoples" and appreciates the "diversity of human culture, language, history and experience."

Consistent with this policy:

It is Drury's policy not to discriminate on the basis of disability, race, color, religion, gender, age, sexual orientation, national or ethnic origin, or veteran status in the recruitment and employment of staff and the operations of any of its programs and activities as required by federal, state and local laws or regulations.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Drury University will be based on the judgment of the employee's merit, qualifications, and abilities.

Drury University will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship to the University or would create a direct threat to the person or other persons. This policy governs all aspects of employment, including, but not limited to, selection, job assignment, compensation, discipline, termination, access to benefits, and training.

Drury University provides equal employment opportunities to all qualified individuals.

Employees with questions or concerns about any type of discrimination or retaliation in the workplace should bring these issues to the attention of their immediate supervisor or the Human Resources Director.

Retaliation against or intimidation of any employees who have filed a complaint regarding violation of this policy is prohibited. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

702 – EQUAL EMPLOYMENT PLAN

Rev 3-19-25

Drury University is committed to the concept of equal employment opportunity. Therefore, all necessary action shall be taken to ensure that applicants are employed and employees are treated during employment on the basis of their exhibited ability and competence, without discrimination on the basis of gender, race, ethnicity, color, national origin, religion, sexual orientation, veteran status, pregnancy, exercise of legally protected rights, age, any disability which Drury can reasonably accommodate without undue hardship and which does not create a direct threat to the person or other person, or any protected class as designated by state, federal or local law.

Drury University shall work towards promoting equality in recruitment and employment practices. All recruitment, appointments, promotions, transfers, benefits, and compensation, and educational programs and activities shall be conducted on the basis of an individual's qualifications and performance.

This policy statement shall apply to all teaching and non-teaching employees of Drury University.

1. It is the policy of Drury University to provide equal employment opportunity to each individual. This policy applies to recruitment and advertising; selection and job assignment; promotion, demotion, and transfer; layoff or termination; rates of pay and other forms of compensation; selection for training; or the provision of any other employment services.
2. The university complies with all provisions of federal, state, and local laws enforcing nondiscrimination in employment practices.
3. The continuing progress and vitality of the university requires that we utilize all available human resources to the fullest. The continuing need for well qualified employees dictates that individuals with talent must be recognized and encouraged to progress through equitable employment policies.
4. It is the policy of the university to encourage present employees to apply for promotions whenever present employees are qualified and available. Job vacancies are posted on the Drury University Human Resources website, email, and job vacancy board. All employees are encouraged to maintain an awareness of such postings and inquire whenever they have an interest in applying for an available position.

Responsibility for implementation of equal opportunity employment rests with the president, officers of the university, and the Human Resources Department (The Equal Opportunity Team) who will monitor and periodically review the recruitment process. Each supervisor shall be responsible for providing complete and accurate data as to job descriptions, advertisements, female and minority, veteran, and physically or mentally disabled recruitment (from the requested voluntary information) and selection of same for positions at the university. Employment statistics shall be prepared annually and reviewed towards meeting progress in employment of minorities, females, veterans, and the physically and mentally disabled.

Recruitment and Employment Procedures - Employees

All recruitment and employment of employees shall be coordinated by the Drury University Human Resources Department.

Procedures for such recruitment and employment shall include:

1. All position openings shall generally be posted on the human resources website email and job vacancy board so that all existing employees may have an opportunity to apply for jobs which become available and offer advancement potential.
2. The Human Resources Department shall endeavor to invite application of minorities, females, veterans, and physically and mentally disabled applicants to fill any vacated position. Procedures to ensure full consideration of all qualified applicants may include:
 1. Equal opportunity clause in all advertisements
 2. Register openings with Employment Security Division
 3. Contact relevant support groups within the Springfield area
 4. Obtain voluntary equal opportunity information
3. Detailed written records shall be maintained consistent with the Records Retention policies of the University on the recruitment and employment of all employees.
4. Supervisors who will ultimately select from a field of applicants shall document their selection and set forth reason(s) why the person selected was the best for the position.
5. Transfers and promotions of employees shall be on the basis of qualifications as evidenced by performance, experience, training, education, and potential.

703 - DISABILITY ACCOMMODATION

Rev. 12-1-15, Rev. 10-6-22

Drury University is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of his or her position.

Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers. Medical records will be kept confidential and separate from all other records of employment.

The University can reasonably accommodate any disability without undue hardship, and which does not create a direct threat to the person or other person. The University welcomes suggestions on how and what accommodation can or should be made. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, and position descriptions. Leave of all types will be available to all employees on an equal basis.

Drury University is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person who has a disability. Drury University will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

To request disability accommodations, make an appointment with the Director of Human Resources at (417) 873-7266.

704 - SUBSTANCE ABUSE POLICY

Statement of Purpose

The University has a vital interest in ensuring a safe, healthy, and productive working environment for our faculty, our staff, and our students. The illegal or improper use of controlled substances or alcohol in the workplace imperils the health, safety, and well-being of the University community and threatens our mission. We are therefore committed to maintaining a safe and healthy work environment free from the influence of alcohol or illegal drugs. For these reasons, we have established as a condition of employment, and continued employment with the University the following Substance Abuse Policy.

Authorized Use of Prescribed Medication

Employees undergoing prescribed medical treatment with any drug that may alter their behavior, physical, or mental ability must report this treatment to their supervisor in order to determine whether the University should temporarily change the employee's job assignment during the period of treatment. Employees must keep all prescribed medication in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

Prohibitions

University policy prohibits the following:

- Use, possession, manufacture, distribution, or sale of controlled substances, illegal drugs, or drug paraphernalia while on University property or University business, in University-supplied vehicles, or during working hours;
- Use, possession, distribution, or sale of alcohol while on University property or University business, in University -supplied vehicles, or during working hours, except for authorized use of alcohol at University sponsored functions or activities;
- Reporting to work or working, operating a University vehicle, or appearing on University property while using illegal drugs, alcohol (except during University sponsored functions or activities), or controlled substances; except when the use of a controlled substance is pursuant to a doctor's written orders and the doctor has advised in writing, that the substance does not adversely affect your ability to safely perform your duties;
- Obtaining a positive test result for drugs or alcohol;
- Refusal to submit to testing or to submit a sample for testing when requested to do so by your supervisor;
- Failing to report to your supervisor or the Human Resources Department the use of a prescribed drug that may alter your behavior or physical or mental ability.

Violation of these prohibitions may result in severe disciplinary action, up to, and including discharge for a first offense at the University's sole discretion. In addition to any disciplinary action for a positive test for alcohol or drugs, the University may, in its sole discretion, refer an employee to a treatment program for alcohol or drug abuse. Employees so referred as a result of a positive test for alcohol or drugs must immediately cease any alcohol or drug abuse, must sign and comply with a rehabilitation agreement, and must comply with all other conditions of the treatment and counseling program recommended by the treatment program. Participation in such a program will not, however, prevent disciplinary action for violation of this Substance Abuse Policy.

Assistance For Employees Who Voluntarily Seek Help

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation. The University encourages employees to seek assistance before their drug or alcohol use jeopardizes the health and safety of themselves or their fellow employees. The decision to seek diagnosis and accept treatment for alcohol or drug abuse is, however, primarily the individual employee's responsibility.

The University will attempt to assist its employees through referral to rehabilitation, appropriate leaves of absence and other measures consistent with the University's policies and applicable federal, state, and local laws. Voluntary requests for assistance will not, however, prevent disciplinary action for violation of this Substance Abuse Policy. Employees who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct and job performance. The University will promptly discipline or terminate any employee who fails to comply with these requirements while undergoing counseling and treatment for alcohol or drug abuse.

Testing

Whenever the University suspects that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee has otherwise violated this Policy, the University may require the employee to submit a breath, saliva, urine and/or blood specimen for alcohol and drug testing. An employee who tests positive for alcohol or drugs will be in violation of this Policy.

Whenever an employee is involved in an accident or work-related injury to themselves or to another, the employee may be required to undergo appropriate testing, including a breath, saliva, urine and/or blood test for alcohol and/or drugs. An employee who tests positive for alcohol or drugs will be in violation of this policy.

An employee may refuse to undergo testing, however, refusal to undergo testing may result in disciplinary action, up to and including discharge. No

employee will suffer loss of wages while undergoing such tests, and all costs associated with transportation to and from the testing site, if any, and all costs of the examination and testing will be paid for by the University. The employee has the right to explain the positive test results or to request a confirmatory retest at his or her own expense. Test results will be treated as confidential medical information.

Inspections

Whenever the University suspects that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee has otherwise violated this Policy, the University may search the employee, the employee's locker, desk, other suspected areas of concealment, or other University property under the control of the employee, as well as the employee's personal effects or automobile on the University's premises.

Reservation of Rights

The University reserves the right to interpret, change, rescind or depart from this policy in whole or in part with or without notice. Nothing in this Policy alters an employee's at-will employment status. The University hopes each employment relationship will be a happy and enduring one. Nevertheless, employees remain free to resign their employment at any time, for any or no reason, without notice. No one can alter your status as an at-will employee except the President of the University or an authorized representative, in writing.

Acknowledgement of Substance Abuse Policy

Employees are required to complete an [Acknowledgement of Substance Abuse Policy Form](#) and forward a copy to the Human Resources Department.

705 - EMPLOYMENT RECORD DATA CHANGES

It is the responsibility of each employee to promptly notify Drury University of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of benefit eligible dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, notify the Human Resources Department.

707 - IMMIGRATION LAW COMPLIANCE

Drury University is committed to employing only United States citizens and aliens who are authorized to work in the United States. Drury does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. [Appendix II](#) outlines approved documents. Former employees who are rehired must also complete the form if they have not completed an I-9 with Drury University within the past three years, or if their previous I-9 is no longer retained or valid.

Employees who have questions or who seek more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

708 - LIFE THREATENING ILLNESSES IN THE WORKPLACE

An employee of Drury University shall not be permitted to work if he or she is known to be afflicted with, or liable to transmit, any contagious or infectious disease, unless the Director of Human Resources has determined, based upon medical evidence, that (1) the employee is no longer infected or liable to transmit the disease, or (2) the employee is afflicted with a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

Any employees with a chronic infectious disease who is permitted to work in a school setting must do so under specified conditions. Failure to adhere to the conditions will result in action to dismiss the employees.

Employees with a contagious or infectious disease have a right to privacy and a need for confidentiality. Only employees who need to know the identity of condition of such employees will be informed. Willful or negligent disclosure of confidential information about an employee's medical condition will be cause for disciplinary action.

Procedures

The University policy and procedures on communicable diseases among employees will be made available to all employees.

In the event an employee is infected with a contagious or infectious disease, or if the President of the University, an area Vice President, or the Director of Human Resources has a reasonable basis for believing an employee's physical condition may pose a health risk to others, the employee will be requested to undergo a medical examination by a physician mutually agreed upon by the employee and the University to determine the nature of the employee's health condition and the extent of the health risk to others. The employee will be placed on medical leave (LOA or FMLA) in accordance with University policy until the case is disposed of under this policy. Refusal to submit to a medical examination may result in action to dismiss the employee.

If the examining physician determines that the employee is afflicted with an acute infectious disease of relatively short duration, the employee will continue on LOA or FMLA, using accrued sick leave and/or leave without pay in accordance with University policy, until a physician certifies that the employee is no longer liable to transmit the disease.

If the examining physician determines that the employee may be afflicted with a chronic infectious disease, the employee will continue on LOA or FMLA, using accrued sick leave and/or leave without pay in accordance with University policy, until the following procedures have been concluded. The Director of Human Resources shall, within ten working days, request a team review and assessment of the employee. The team shall be comprised of the following:

- The employee
- The employee's personal physician
- A public health physician designated or approved by the State Department of Health
- The Drury University Director of Human Resources
- Others mutually agreed upon
- Appropriate supervisor

The team will assess the employee's medical condition and the risks of exposing others to the disease in the University work environment, and determine whether the employees should:

- Continue with the current assignment with restrictions and conditions;
- Be reassigned to another position for which the employees is qualified but which would involve less risk to himself or herself and others;
- Be placed on sick leave, leave without pay, or disability leave in accordance with University policy because the employee is unable, at least temporarily, to perform the essential functions of his or her position or another for which the employee is qualified;
- Be terminated because the employee is physically incapacitated from performing duties for which he/she is qualified or is unwilling to conform to restrictions and conditions of employment.

The team will also establish dates and/or conditions under which the employee's status will be reviewed.

The determination of the team will be made within ten working days after the team is convened, with communication in writing to the employee, the University President, and the appropriate Vice President. The determination will be final unless reversed or appealed.

The employee may appeal the determination of the team to the President of the University in accordance with policies and procedures for employment-related problem resolution, [Section 710](#).

If an employee with a chronic infectious disease is permitted to continue working:

The Director of Human Resources will identify and notify those employees and faculty members who need to know and inform them of the employee's identity and conditions under which the person is continuing to work. Willful or negligent disclosure of confidential information by employees will be cause for disciplinary action.

The Director of Human Resources, in consultation with a designated health professional, will develop safety, precautionary, and incident-reporting procedures and will ensure that the employee and all employees who have contact with the infected employee are trained

to implement them. Willful or negligent violation of safety, precautionary, and reporting procedures will be the cause of disciplinary action.

709 - PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's first year in any new position. This allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately every 12 months.

710 – CONFLICT RESOLUTION

Rev. 6-15-26

Drury is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Drury supervisors and management.

Drury strives to be a spirit of community, passionate about student success. To ensure fair and honest treatment of all employees, employees are expected to treat each other with mutual respect.

If employees disagree with established rules of conduct, policies, or practices, they can express their concerns through the conflict resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Drury in a reasonable manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps (the employee may discontinue the process at any time):

1. The employee presents the problem to the immediate supervisor after the incident occurs and has a conversation. If the supervisor is unavailable or the employee is unwilling to contact that person, the employee may skip step 2 and present the problem to the Director of Human Resources or the appropriate Vice-President.
2. If the supervisor is the person who receives the complaint or problem, he or she is empowered to offer potential solutions to the employee. It is a best practice for the supervisor to take notes and read them back to the employee to make sure that the issue is clearly understood. If the situation reaches resolution at this level, the supervisor should email the employee with a recap, then send a copy to HR.
3. If additional assistance is needed beyond the supervisor level or if the employee is unwilling to speak directly with the supervisor first, the employee should present the problem – in writing - to the Director of Human Resources.
4. The Director of Human Resources may counsel and advise the employee and/or visit with the employee's supervisor, if necessary. The employee must acknowledge in writing that he or she wishes for the Director of Human Resources to investigate the matter at hand and understands the next steps, which include making the party or parties about whom the complaint is being made aware of this complaint and interviewing them.

5. Upon conclusion of the investigation, the employee will be generally informed of the outcome without divulging any specific personnel information about other parties. Follow up may occur on the part of the supervisor or the Director of Human Resources.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

711 - NON-DISCRIMINATION STATEMENT

Approved by Board of Trustees 5-16-14; Rev. 10-1-15, 9-1-16, 12-1-19, 8-2-22, 3-19-25

Drury University is fully committed to upholding and advancing an environment where every member of our community will treat each other with dignity and respect. We recognize that diverse experiences enrich our institution and all who pass through it. We honor, welcome, and respect all, no matter the age, sex, gender identity and expression, sexual orientation, ethnicity, race, socio-economic status, veteran status, ability, religion, or political beliefs. Inclusion is how we engage these differences to create a welcoming community and expand opportunities for collaboration. Educational and workplace equity refers to providing opportunities that enable every person to be successful as they work and learn at Drury.

Drury University does not discriminate on the basis of disability, race, color, religion, gender, age, sexual orientation, national or ethnic origin, veteran status, or other legally protected status in its programs and activities. The following persons have been designated to handle inquiries regarding Drury's non-discrimination policies:

Title IX Coordinator

Jennifer Baltes, Director of Human Resources
Drury University
900 North Benton Avenue
Burnham Hall 107
Springfield, MO 65802
(417) 873-7266
jbaltres01@drury.edu

Deputy Title IX Coordinator

Tijuana Julian, Vice President for Student Affairs / Dean of Students
Drury University
900 North Benton Avenue
Findlay Student Center 201
Springfield, MO 65802
(417) 873-7215
tjulian@drury.edu

Deputy Title IX Coordinator

Allin Sorenson, Associate Provost
Drury University
900 North Benton Avenue
Burnham 203

Springfield, MO 65802
(417) 873-7291
asorenson@drury.edu

712- NON-DISCRIMINATION/HARASSMENT POLICY & COMPLAINT PROCEDURES

Approved by the Board of Trustees 05-16-14, Updated 10-1-15, 9-1-16, 7-22-20, 8-2-22, 4-1-24

I. General Statement

Drury University is committed to providing an academic and employment environment in which students and employees are treated with courtesy, respect, and dignity. Accordingly, the University prohibits discrimination on the basis of gender, race, color, veteran status, national origin, disability, age, religion, sexual orientation or any other legally protected characteristic (collectively, "protected classes") in matters of admissions, housing, services, any aspect of the employment relationship, and in the other educational programs and activities that the University operates (collectively, "programs and activities").

Harassment is any unwelcome verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion to a person on the basis of a protected class. Harassment that is based on a protected class constitutes a form of prohibited discrimination when it denies or limits a person's ability to participate in or benefit from the University's programs and activities.

Examples of behaviors that could be deemed harassment as defined above include, but are not limited to, the following:

- A. Written or verbal abuse or threats
- B. Crude comments, jokes, or innuendo
- C. Taunts or intimidation
- D. Shouting, bullying, or ridiculing
- E. Undermining of performance
- F. Offensive phone calls, texts, or photos
- G. Touching, hitting, or other physical contact

II. Applicability

These complaint procedures are applicable to complaints alleging discrimination and/or harassment on the basis of a protected class, except those complaints falling under the Title IX & Sexual Misconduct Policy, and include complaints made by University employees and students against faculty, staff, students, supervisors, co-workers, or non-employees (such as vendors). All individuals involved in processing complaints under these procedures are trained in complaint investigation and are knowledgeable

about the University's obligation to comply with Federal laws prohibiting discrimination in the University's programs.

III. Filing a Complaint

The University has designated the following administrators to coordinate inquiries regarding its efforts to carry out this policy, to comply with federal and state laws prohibiting discrimination, and to receive complaints of discrimination and harassment.

Title IX Coordinator Director of Human Resources

Jennifer Baltes
Drury University
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Burnham Hall 107
Springfield, MO 65802
(417) 873-7266
jbaltres01@drury.edu

Deputy Title IX Coordinator Executive Vice President for Student Affairs and Dean of Students

Tijuana Julian
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900 North Benton Avenue
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Springfield, MO 65802
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Deputy Title IX Coordinator Associate Provost

Allin Sorenson
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Any employee or student who believes they have been subjected to discrimination or harassment on the basis of a protected class may initiate a complaint by filing a written complaint with the Title IX Coordinator. Complaints should detail:

- the date(s) and time(s) of the alleged conduct
- the names of all persons involved in the alleged conduct, including possible witnesses

- pertinent facts of the incident; and contact information for the Complainant so that the University may follow up appropriately.
- If the complaint is to be filed against the Title IX Coordinator, then the complaint should be filed with the Deputy Coordinator specified above.

Administrators, supervisors, staff, and faculty members who receive a report or complaint of discrimination or harassment, or witness what they perceive to be discrimination or harassment, are mandated to immediately report such information to the Title IX Coordinator. Students who witness what they perceive to be discrimination or harassment or receive other information regarding an incident of discrimination or harassment, are encouraged to report such information to the Title IX Coordinator. Complaints of discrimination and/or harassment on the basis of disability, age, sex, race, color, or national origin may also be filed with the U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut, Suite 320, Kansas City, Missouri 64106, (816) 268-0550.

IV. Good Faith Complaints

Good faith complaints of discrimination and harassment will be investigated under these procedures. However, knowingly making a false complaint or report is prohibited, and those who do so will be subject to disciplinary action.

V. Non-Retaliation

Employees and students can make good faith reports and complaints about discrimination and harassment without fear of reprisal. Retaliation by any person against a person filing a complaint, making a report, or participating in an investigation is absolutely prohibited and will result in disciplinary action.

VI. Confidentiality

The University endeavors to maintain confidentiality with respect to the complaint and investigation to the degree that it can be maintained while conducting a thorough investigation, but the University may be hindered in its ability to investigate a complaint if the person bringing the complaint requests complete confidentiality. To enable confidentiality, those processing the complaint and all parties to the investigation must maintain the confidentiality of information obtained during a complaint, including the name of the person who filed the complaint and other information received during the processing of the complaint.

VII. Investigation

Drury University will thoroughly and promptly investigate all complaints of discrimination and harassment. The investigation will be governed by the forthcoming procedures.

A. Commencement of the Investigation

After receiving the complaint, the Title IX Coordinator will give a copy of the complaint to the appropriate Deputy Coordinator (as appropriate depending on whether the Respondent is a student, employees, or faculty member). The Deputy Coordinator will assign an Investigation Officer who will review the complaint and commence an investigation as soon as practicable, but no later than seven (7) days after the complaint is made. During the course of the investigation, the Investigating Officer may consult with appropriate University personnel and outside counsel.

B. The Content of the Investigation

During the investigation, the Complainant will have the opportunity to describe his or her allegations and present supporting witnesses or other evidence. The Respondent will have the opportunity to respond to the allegations and present supporting witnesses or other evidence. The Investigating Officer will review the statements and evidence presented and may, depending on the circumstances, interview others with relevant knowledge, review documentary materials, or take any other appropriate action to gather and consider information relevant to the complaint. All parties and witnesses involved in the investigation are expected to cooperate and provide complete and truthful information.

During these conversations with the Complainant and Respondent, informal resolution methods may be considered and discussed, but the Complainant is not required to accept any informal resolution. If an informal resolution is reached, it will be documented and signed by both parties and the matter will be deemed resolved.

If the complaint is not resolved informally and the Investigating Officer determines there are genuinely disputed material facts requiring resolution, an evidentiary hearing will be held before a panel of three hearing officers selected by the Investigating Officer. The hearing officers will be chosen from a pool of faculty members and staff designated by the President. When a faculty member is the Respondent, the three hearing officers will all be faculty members as well. When an employee is the Respondent, at least two of the hearing officers must be employees. When a student is the Respondent, at least one of the hearing officers must be a faculty member. The panel shall select one of its members to preside over the hearing. The Investigating Officer will identify for the panel those genuinely disputed facts requiring resolution. The panel will review the statements and other evidence gathered by the Investigating Officer during the

investigation. Both the Complainant and Respondent will be given an equal opportunity to address the panel. The panel may ask questions of the Complainant and Respondent, but the Complainant and Respondent will not be permitted to question each other. In its discretion, the panel may hear live testimony from witnesses, in which case any questioning will be conducted by the hearing panel itself.

The hearing panel shall resolve genuinely disputed material facts under a preponderance of the evidence standard. The hearing panel will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every effort will be made to obtain the most reliable evidence available. The hearing panel will provide a written statement of its findings of fact to the Investigating Officer. If such an evidentiary hearing is held, both the Complainant and Respondent will have similar and timely access to any information that will be used at the hearing.

C. Non-Attorney Support Person for Cases Involving Students

During the investigation process, both a student Complainant and a student Respondent may ask a non-attorney support person from the University community to accompany him or her to meetings with the Investigating Officer and to any evidentiary hearing. The support person must be an administrator, faculty member, employee, or fellow student. In cases involving multiple student Complainants or student Respondents, the non-attorney support person cannot be another Complainant or Respondent. The non-attorney support person does not serve as an advocate on behalf of the Complainant or Respondent, and he or she must agree to maintain the confidentiality of the process.

D. Interim Measures

At any time during the investigation, in consultation with the Title IX Coordinator, the Investigating Officer may determine that interim remedies or protections for the parties involved or witnesses are appropriate. These interim remedies may include, but are not limited to, separating the parties, placing limitations on contact between the parties, suspending an employee with pay, or making alternative class-placement or workplace arrangements. Failure to comply with the terms of these interim remedies or protections may constitute a separate violation of the Non-Discrimination/Harassment Policy.

E. Findings Of the Investigation

At the conclusion of the investigation, the Investigating Officer will prepare a written report. The written report will explain the scope of the investigation and whether any allegations in the complaint were found to

be substantiated by a preponderance of the evidence. The written report will incorporate any findings of fact resulting from an evidentiary hearing.

The preliminary report will be submitted to the Title IX Coordinator. The Title IX Coordinator may accept the preliminary report, request to review additional information, including summaries of party/witness statements or other information, or return the preliminary report for further investigation. After the review of the written report is complete, the Title IX Coordinator will, for both the Complainant and Respondent, prepare and deliver a written determination of the complaint. The determination will be one of three outcomes:

1. Finding "No Violation"

If there is a determination that the behavior investigated did not violate the Non-Discrimination/Harassment Policy, both parties will be so informed.

2. Finding "Inappropriate Behavior Not Rising to the Level of a Violation"

There may be a determination that the behavior investigated did not violate the Non-Discrimination/Harassment Policy, but was inappropriate, unprofessional, or violated some other University policy. The Title IX Coordinator may determine that such inappropriate behavior merits discipline, ongoing monitoring, coaching, or other appropriate action. If so, the Title IX Coordinator may refer the matter to any appropriate administrator, dean or other manager for further proceedings or disciplinary measures consistent with University policy.

3. Finding "Violation"

If there is a determination that the behavior violated the Non-Discrimination/Harassment Policy, the Title IX Coordinator, in consultation with any appropriate administrator, dean, or other manager, will determine appropriate corrective and disciplinary action to be taken. In addition, the Title IX Coordinator will implement reasonable and appropriate measures to ensure that the Complainant is not subject to further harassment and to remedy the effects of any discrimination or harassment that may have occurred. Remedial steps may include, but are not limited to, counseling or training, separation of the parties, and/or discipline of the Respondent, including written reprimand, suspension, demotion, termination, or expulsion in accordance with University policy. Remedial steps that do not directly affect the Respondent shall be redacted from the Respondent's copy of the written summary of findings.

F. Special Procedure Concerning Complaints Against the President, the Title IX Coordinator, or the Deputy Title IX Coordinator

If a complaint involves alleged conduct on the part of the University President, the Executive Committee of the Board of Trustees will designate an appropriate person to conduct the investigation required by these procedures. The written report of the investigation will be presented to the Executive Committee of the Board of Trustees, which will prepare and issue the written determination and implement any appropriate and reasonable measures. The determination issued by the Executive Committee of the Board of Trustees is final, unless the President or the Complainant provides a written letter of appeal to the full Board of Trustees within ten (10) days of his/her receipt of the Executive Committee's written determination and in accordance with Sections VIII.A. and VIII.B. below. The full Board of Trustees will issue a resolution on the matter within twenty-one (21) days and the resolution will be final and not subject to further appeal. The full Board of Trustees shall issue a short and plain, written statement of the resolution of the appeal. The written statement shall be provided to the Complainant, the President, and the Title IX Coordinator within three (3) days of the resolution.

If a complaint involves alleged conduct on the part of the Title IX Coordinator or Deputy Title IX Coordinator, the President will designate an appropriate person to conduct the investigation required by these procedures. The written report of the investigation shall be presented to the President, who will appoint three (3) individuals, chosen from the pool of Deputy Coordinators and Investigators, to make a determination and prepare and issue the written determination and implement appropriate and reasonable measures. The resolution issued is final unless the Complainant or Respondent provides a written letter of appeal to the Executive Committee of the Board of Trustees within five (5) days of his/her receipt of the written determination and in accordance with Sections VIII.A. and VIII.B. below. The Executive Committee of the Board of Trustees will issue a resolution on the matter within twenty-one (21) days and the resolution will be final and not subject to further appeal. The Executive Committee of the Board of Trustees shall issue a short and plain, written statement of the resolution of the appeal. The written statement shall be provided to the Complainant, Respondent, and the Title IX Coordinator within three (3) days of the resolution. If the Title IX Coordinator is the Respondent, a copy of the resolution should also be given to one of the Deputy Coordinators to ensure it is properly filed.

G. Timing of the Investigation

The University will endeavor to conclude its investigation and resolution of the complaint within sixty (60) days of receiving it. Both the Complainant

and the Respondent will be given periodic updates regarding the status of the investigation. If either the Complainant or Respondent needs additional time to prepare or to gather their witnesses or information, they shall notify the Investigating Officer in writing explaining how much additional time is needed and why it is needed.

H. Rights of the Parties

During the investigation and resolution of a complaint, the Complainant and Respondent shall have equal rights. They include:

- Equal opportunity to identify and have considered witnesses and other relevant evidence
- Similar and timely access to all information considered by the Investigating Officer and the Title IX Coordinator in resolving the complaint
- Equal opportunity to review any statements or evidence provided by the other party
- Equal access to review and comment upon any information independently developed by the Investigating Officer
- Equal opportunity to address any hearing panel

VIII. Appeals

A. Grounds for Appeal

The Complainant or Respondent may appeal the determination of a complaint only on the following grounds:

- The decision was contrary to the substantial weight of the evidence
- There is a substantial likelihood that newly discovered information, not available at the time evidence was presented to the Title IX Coordinator, would result in a different decision
- These published complaint procedures were not followed *and* this failure was a substantial factor in the determination against the appealing party
- Bias or prejudice on the part of the Investigating Officer or Title IX Coordinator, or
- The punishment or the corrective action imposed is disproportionate to the offense

B. Method Of Appeal

Appeals must be filed with the President within five (5) days of receipt of the written determination of the complaint. The appeal must be in writing and contain the following:

- Name of the Complainant
- Name of the Respondent
- A statement of the determination of the complaint, including corrective action, if any

- A detailed statement of the basis for the appeal including the specific facts, circumstances, and argument in support of it, and
- Requested action, if any

C. Resolution of the Appeal

The President will appoint an appeal panel, comprised of three (3) individuals selected from the pool of Deputy Coordinators and Investigators, who have no conflict of interest, and have had no involvement in the investigation or adjudication of the relevant complaint. The Appeal Panel will resolve the appeal within ten (10) days of receiving it and may take any and all actions that they determine to be in the interest of a fair and just decision. The decision of the Appeal Panel is final. The Title IX Coordinator shall issue a short and plain, written statement of the resolution of the appeal. The written statement shall be provided to the Complainant and Respondent within three (3) days of the resolution of the Appeal Panel.

IX. Documentation

Throughout all stages of the investigation, resolution, and appeal, the Investigating Officer, the Title IX Coordinator, and the Appeal Panel, as the case may be, are responsible for maintaining documentation of the investigation and appeal, including documentation of all proceedings conducted under these complaint resolution procedures, which may include written findings of fact, transcripts, and audio recordings. When an audio recording is used during an interview, a written summary of the interview is prepared by the Investigators and signed by the interviewee; at such time, the audio recording is destroyed.

X. Intersection with Other Procedures

These complaint resolution procedures are the exclusive means of resolving complaints alleging violations of the Non-Discrimination/Harassment Policy, except those complaints falling under the Title IX: Sexual Misconduct Policy. To the extent there are any inconsistencies between these complaint resolution procedures and other University grievance, complaint, or discipline procedures, these complaint resolution procedures will control the resolution of complaints alleging violations of the Non-Discrimination/Anti-Harassment Policy.

713- TITLE IX – SEXUAL MISCONDUCT POLICY

Effective 8-1-13, Rev 2-25-14, 6-1-15, 9-1-16, 8-1-18, 12-1-19, Updated 8-14-20, 8-2-22, 4-1-24, 1-24-25

I. Policy Statement

Drury University (the "University") strives to be a safe, education-oriented, and community-minded campus that maintains an academic and social environment conducive to intellectual and personal development of students, promotes the safety and welfare of all members of the campus community, and is free of Sexual Harassment. Consistent with the U.S. Department of Education's implementing regulations for Title IX of the Education Amendments of 1972 ("Title IX") (see 34 C.F.R. § 106 et seq.), the University prohibits Sexual Harassment that occurs within its Education Programs or Activities.

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

Sexual Harassment, whether verbal, physical, visual, or digital, is a form of prohibited conduct. The specific definitions of Sexual Harassment, including examples of such conduct, are set forth below.

The University's Sexual Harassment Policy defines the various forms of Sexual Harassment that violate the standards of our community, identifies resources, and outlines the University's process.

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

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

II. Scope

This policy applies to Sexual Harassment that occurs within the University's Education Programs or Activities and that is committed by a University

employee, including staff, faculty, and administrators; students; applicants for employment; customers; third-party contractors; and all other persons that participate in the University's Education Programs or Activities, including third-party visitors on campus (the "University Community").

This policy does not apply to Sexual Harassment that occurs off-campus, in a private setting, and outside the scope of the University's Education Programs or Activities; such sexual misconduct may be prohibited by the Community Standards Policy if committed by a student, the Faculty Handbook if committed by a faculty member, or Staff Policy Handbook or other University policies and standards if committed by an employee.

This policy prohibits Sexual Harassment even when the Complainant and Respondent are members of the same sex, and it applies regardless of national origin, immigration status, or citizenship status.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the University's Education Programs or Activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Community Standards Policy if committed by a student, the Faculty Handbook if committed by a faculty member, or Staff Policy Handbook or other University policies and standards if committed by an employee.

III. Policy Definitions

- A. "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.
- B. "Quid Pro Quo Sexual Harassment" is an employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual's participation in unwelcome sexual contact.
- C. "Hostile Environment Sexual Harassment" is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to the University's Education Programs or Activities.
- D. "Sexual Assault" includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.
 - 1. "Rape" is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is "carnal knowledge" if there is the slightest penetration of the

- vagina or penis by the sexual organ of the other person. Attempted Rape is included.
2. "Sodomy" is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 3. "Sexual Assault with an Object" is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
 4. "Fondling" is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 5. "Incest" is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Missouri law.
 6. "Statutory Rape" is sexual intercourse with a person who is under the statutory age of consent as defined by Missouri law.
- E. "Domestic Violence" is felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Missouri, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Missouri.
- F. "Dating Violence" is violence committed by a person –
1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.
- G. "Stalking" is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for their safety or the safety of others; or
 - Suffer substantial emotional distress.
- H. "Consent" refers to words or actions that a reasonable person in the perspective of the Respondent would understand as agreement to

engage in the sexual conduct at issue. A person who is Incapacitated is not capable of giving consent.

Lack of consent is a critical factor in determining whether Sexual Harassment has occurred. Consent requires an affirmative act or statement by each participant. Consent is not passive.

As defined above, consent is a mutual, voluntary, and informed agreement to participate in specific sexual acts with another person that is not achieved through unreasonable manipulation or coercion—or any kind of physical force or weapon—and requires having cognitive ability to agree to participate. Consent requires an outward demonstration, through mutually understandable words, conduct or action, indicating that an individual has freely chosen to engage in the specific sexual acts. A verbal “no” constitutes lack of consent, even if it sounds insincere or indecisive.

Impairment or incapacitation due to alcohol and/or drug use, permanent/ temporary psychological or physical disability, and being below the age of consent in the applicable jurisdiction are factors which detract from or make consent impossible.

Silence or an absence of resistance does not imply consent, and consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Even in the context of an ongoing relationship, consent must be sought and freely given for each specific sexual act. Consent may be withdrawn at any time. When consent is withdrawn, sexual activity must immediately stop.

- I. “Incapacitated” refers to the state where a person has the inability, temporarily or permanently, to give consent, due to mental or physical incapability, unconsciousness, or vulnerability due to drug or alcohol consumption (voluntarily or involuntarily), or for some other reason.

An individual is also considered incapacitated, and therefore unable to give consent, when asleep, unconscious, or otherwise unaware that sexual contact is occurring.

Incapacitation can only be found when the Respondent knew or should have known that the Complainant was incapacitated when viewed from the position of a sober, reasonable person. One's own intoxication is not an excuse for failure to recognize another person's incapacitation.

Incapacitation may result from the use of alcohol and/or other drugs; however, consumption of alcohol of other drugs, inebriation, or intoxication alone are insufficient to establish incapacitation.

Incapacitation is beyond mere drunkenness or intoxication. The impact of alcohol or drugs varies from person to person, and evaluating incapacitation requires an assessment of how consumption of alcohol and/or drugs impacts an individual's:

- Decision-making ability
- Awareness of consequences
- Ability to make informed judgments
- Capacity to appreciate the nature of circumstances of the act.

No single factor is determinative of incapacitation. Some common signs that someone may be incapacitated include slurred speech, confusion, shaky balance, stumbling or falling down, vomiting, and unconsciousness.

- J. "Retaliation" is intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or Formal Complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.
- K. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.
- L. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.
- M. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the University investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the University's Education Programs or Activities. A "document filed by a Complainant" means a document or electronic submission (such as an email) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.
- N. "Education Programs or Activities" refers to all the operations of the University, including, but not limited to, in-person and online educational instruction, employment, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by the University. It also includes off-campus locations, events, or circumstances over which the University exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by the University.

IV. Understanding Hostile Environment Sexual Harassment

In determining whether a hostile environment exists, the University will consider the totality of circumstances, including factors such as the actual impact the conduct has had on the Complainant; the nature and severity of the conduct at issue; the frequency and duration of the conduct; the relationship between the parties (including accounting for whether one individual has power or authority over the other); the context in which the conduct occurred; and the number of persons affected. The University will evaluate the totality of circumstances from the perspective of a reasonable person in the Complainant's position. A person's adverse subjective reaction to conduct is not sufficient, in and of itself, to establish the existence of a hostile environment.

The University encourages members of the University Community to report any and all instances of Sexual Harassment, even if they are unsure whether the conduct rises to the level of a policy violation.

Some specific examples of conduct that may constitute Sexual Harassment if unwelcome include, but are not limited to:

- Unreasonable pressure for a dating, romantic, or intimate relationship or sexual contact
- Unwelcome kissing, hugging, or massaging
- Sexual innuendos, jokes, or humor
- Displaying sexual graffiti, pictures, videos, or posters
- Using sexually explicit profanity
- Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities
- E-mail, internet, or other electronic use that violates this policy
- Leering or staring at someone in a sexual way, such as staring at a person's breasts or groin
- Sending sexually explicit emails, text messages, or social media posts
- Commenting on a person's dress in a sexual manner
- Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

V. Reporting Sexual Harassment

Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's written report.

Title IX Coordinator

Jennifer Baltes
Director of Human Resources
Burnham Hall 107
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Deputy Title IX Coordinator

Dr. Allin Sorenson
Associate Provost
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Deputy Title IX Coordinator

Dr. Tijuana Julian
Executive Vice President for Student Affairs and Dean of Students
Findlay Student Center 201
(417) 873-7215
tjulian@drury.edu

In addition to reporting to the Title IX Coordinator or Deputy Title IX Coordinators, any person may report Sexual Harassment to any University employee with managerial authority over other employees, including deans, department heads, unit supervisors, and other managers (collectively "Reporting Officials") who must promptly forward such report of Sexual Harassment to the Title IX Coordinator. University employees who are not Reporting Officials are encouraged, but are not required to, forward reports of Sexual Harassment to the Title IX Coordinator.

An anonymous report can also be made at:
<https://www.drury.edu/security/confidential-web-tip-information-system>. However, Reporting Officials cannot fulfill their reporting obligation by using this anonymous mechanism.

A person may also file a complaint with the United States Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting this link:
<https://www2.ed.gov/about/offices/list/ocr/docs/howto.pdf> or by calling 1-800-421-3481.

If a student or employee desires to talk confidentially about a situation, there are resources available. The following resources are available to assist you and will not further disclose any identifying information about you, unless otherwise required to do so by law (e.g., if the victim is a minor):

1. Burrell on Campus Behavioral Health Services is available to students. Burrell counselors are bound to professional standards regarding confidentiality, and will not reveal the identity of victims, unless there is an imminent safety concern or as otherwise required by law. Burrell on Campus is located in the Findlay Student Center, Room 114. Students can schedule appointments by visiting

<https://www.drury.edu/counseling/forms/MakeAnAppt.php>, or by contacting a counselor directly.

David Johnson
Findlay Student Center 114
(417) 873-7624
djohnson036@drury.edu

Ty Thornton
Findlay Student Center 114
(417) 873-7624
Tthornton003@drury.edu

Andrea Bench
Findlay Student Center 114
(417) 873-7624
abench003@drury.edu

2. The Employee Assistance Program (EAP) is available to employees at no cost. See the HR website under Benefits for contact information or contact HR for assistance.
3. The University's Chaplain is available to talk with students and employees. Contact information is as follows: Pearsons Hall, Room 308, (417) 873-7231.

VI. Conduct that Constitutes a Crime

Any person who wishes to make a report or Formal Complaint of Sexual Harassment that also constitutes a crime—including Sexual Assault, Domestic Violence, Dating Violence, and Stalking—is encouraged to make a complaint to local law enforcement. If requested, the University will assist the Complainant in notifying the appropriate law enforcement authorities. In the event of an emergency, please contact 911. A person may decline to notify such authorities.

VII. Special Guidance for Individuals Reporting Sexual Assault, Domestic Violence, Dating Violence, or Stalking

If you believe you are the victim of Sexual Assault, Domestic Violence, or Dating Violence, get to safety and do everything possible to preserve evidence by making certain that the crime scene is not disturbed. Preservation of evidence may be necessary for proof of the crime or in obtaining a protection order. For those who believe that they are victims of Sexual Assault, Domestic Violence, or Dating Violence, the University recommends the following:

- Get to a safe place as soon as possible.

- Try to preserve all physical evidence of the crime—avoid bathing, using the toilet, rinsing one's mouth, or changing clothes. If it is necessary, put all clothing that was worn at the time of the incident in a paper bag, not a plastic one.
- Do not launder or discard bedding or otherwise clean the area where the assault occurred- preserve for law enforcement.
- Preserve all forms of electronic communication that occurred before, during, or after the assault.
- Contact law enforcement by calling 911.
- Get medical attention - all medical injuries are not immediately apparent. This will also help collect evidence that may be needed in case the individual decides to press charges. Local hospitals have evidence collection kits necessary for criminal prosecution should the victim wish to pursue charges. Take a full change of clothing, including shoes, for use after a medical examination.
- Contact a trusted person, such as a friend or family member for support.
- Talk with a professional licensed counselor, University Chaplain, or health care provider who can help explain options, give information, and provide emotional support.
- Make a report to the Title IX Coordinator.
- Explore this policy and avenues for resolution under the Sexual Harassment Policy.

It is also important to take steps to preserve evidence in cases of Stalking, to the extent such evidence exists. Such evidence is more likely to be in the form of letters, emails, text messages, electronic images, etc. rather than evidence of physical contact and violence. This type of non-physical evidence will also be useful in all types of Sexual Harassment investigations.

Once a report of Sexual Assault, Domestic Violence, Dating Violence, or Stalking is made, the victim has several options such as, but not limited to:

- Contacting parents or a relative
- Seeking legal advice
- Seeking personal counseling (always recommended)
- Pursuing legal action against the perpetrator
- Pursuing disciplinary action through the University
- Requesting that no further action be taken
- Requesting further information about the University's policy and procedures for addressing Sexual Harassment
- Requesting further information about available resources

Drury Safety & Security can assist individuals in obtaining a protective order.

VIII. Preliminary Assessment

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

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

If the Title IX Coordinator determines that the conduct reported could not fall within the scope of the policy, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter and may notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act (“FERPA”). The Title IX Coordinator may refer the report to other University offices, as appropriate.

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

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if it is not apparent from the report.

IX. Contacting the Complainant

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

X. Supportive Measures

If a report is not closed as a result of the preliminary assessment (see “Preliminary Assessment”), the University will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal Complaint.

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

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

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

XI. Interim Removal

At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a student Respondent from one or more of the University's Education Programs or Activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an interim removal, the Title IX Coordinator must offer to meet with the Respondent within twenty-four hours and provide the Respondent an opportunity to challenge the interim removal.

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

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

XII. Formal Complaint

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

A Complainant may file a Formal Complaint with the Title IX Coordinator in person, by regular mail, or by email using the contact information specified in

"Reporting Sexual Harassment." No person may submit a Formal Complaint on the Complainant's behalf.

In any case, including a case where a Complainant elects not to file a Formal Complaint, the Title IX Coordinator may file a Formal Complaint on behalf of the University if doing so is not clearly unreasonable. Such action will normally be taken in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the University Community. Factors the Title IX Coordinator may consider include (but are not limited to): (a) was a weapon involved in the incident; (b) were multiple assailants involved in the incident; (c) is the accused a repeat offender; and (d) does the incident create a risk of occurring again.

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

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

XIII. Consolidation of Formal Complaints

The University may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances. Where the investigation and adjudication process involve more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable. A Formal Complaint of Retaliation may be consolidated with a Formal Complaint of Sexual Harassment.

XIV. Dismissal Prior to Commencement of Investigation

In a case where the Complainant files a Formal Complaint, the Title IX Coordinator will evaluate the Formal Complaint and must dismiss it if the Title IX Coordinator determines:

- The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or
- The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in "Scope" (that is, because the alleged conduct

did not occur in the University's Education Programs or Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

In the event the Title IX Coordinator determines the Formal Complaint should be dismissed pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal as specified in "Appeal." The Title IX Coordinator may refer the subject matter of the Formal Complaint to other University offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination for purposes of this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

XV. Notice of Formal Complaint

Within five (5) days of the Title IX Coordinator receiving a Formal Complaint, the Title IX Coordinator will transmit a written notice to the Complainant and Respondent that includes:

- A physical copy of this policy or a hyperlink to this policy;
- Sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, to include the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known);
- A statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;
- Notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice, as specified in "Advisor of Choice."
- Notifying the Complainant and Respondent of their right to inspect and review evidence as specified in "Access to Evidence."
- Notifying the Complainant and Respondent of the University's prohibitions on retaliation and false statements specified in Sections "Retaliation" and "Bad Faith Complaints and False Information."
- Information about resources that are available on campus and in the community.

Should the University elect, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the University will provide a supplemental written notice describing the additional allegations to be investigated.

XVI. Investigation

A. Commencement and Timing

After the written notice of Formal Complaint is transmitted to the parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory and exculpatory evidence. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with the University and not with the parties. The investigation will culminate in a written investigation report, specified in "Investigation Report," that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, the University strives to complete each investigation within thirty (30) to forty-five (45) days of the transmittal of the written notice of Formal Complaint.

B. Equal Opportunity

During the investigation, the investigator will provide an equal opportunity for the parties to be interviewed, to present witnesses (including fact and expert witnesses), and to present other inculpatory and exculpatory evidence. Notwithstanding the foregoing, the investigator retains discretion to limit the number of witness interviews the investigator conducts if the investigator finds that testimony would be unreasonably cumulative, if the witnesses are offered solely as character references and do not have information relevant to the allegations at issue, or if the witnesses are offered to render testimony that is categorically inadmissible, such as testimony concerning sexual history of the Complainant, as specified in "Sexual History." The investigator will not restrict the ability of the parties to gather and present relevant evidence on their own.

The investigation is a party's opportunity to present testimonial and other evidence that the party believes is relevant to the resolution of the allegations in the Formal Complaint. A party that is aware of and has a reasonable opportunity to present particular evidence and/or identify particular witnesses during the investigation, and elects not to, will be prohibited from introducing any such evidence during the adjudication absent a showing of mistake, inadvertence, surprise, or excusable neglect.

C. Documentation of Investigation

The investigator will take reasonable steps to ensure the investigation is documented. Interviews of the parties and witnesses may be documented by the investigator's notes, audio recorded, video recorded, or transcribed. The particular method utilized to record the interviews of parties and witnesses will be determined by the investigator in the investigator's sole discretion, although whatever method is chosen shall be used consistently throughout a particular investigation.

D. Access to Evidence

At the conclusion of the evidence-gathering phase of the investigation, but prior to the completion of the investigation report, the Investigating Officer will transmit to each party and their advisor, in either electronic or hard copy form, all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence the University may choose not to rely on at any hearing and inculpatory or exculpatory evidence whether obtained from a party or some other source. Thereafter, the parties will have ten (10) days in which to submit to the investigator a written response, which the investigator will consider prior to completing the investigation report.

The parties and their advisors are permitted to review the evidence solely for the purposes of this grievance process and may not duplicate or disseminate the evidence to the public.

E. Investigation Report

After the period for the parties to provide any written response, as specified in "Access to Evidence," has expired, the investigator will complete a written investigation report that fairly summarizes the various steps taken during the investigation, summarizes the relevant evidence collected, lists material facts on which the parties agree, and lists material facts on which the parties do not agree. When the investigation report is complete, the investigator will transmit a copy to the Title IX Coordinator. The investigator will also transmit the investigation report to each party and their advisor, in either electronic or hard copy form.

XVII. Adjudication Process Selection

After the investigator has sent the investigation report to the parties, the Title IX Coordinator will transmit to each party a notice advising the party of the two different adjudication processes specified in "Adjudication." The notice will explain that the hearing process specified in "Hearing Process" is the default process for adjudicating all Formal Complaints and will be utilized unless both parties voluntarily consent to administrative adjudication as specified in "Administrative Adjudication (Optional)" as a form of informal resolution. The notice will be accompanied by a written consent to administrative adjudication and will advise each party that, if both parties execute the written consent to administrative adjudication, then the administrative adjudication process will be used in lieu of the hearing process. Parties are urged to carefully review this policy (including the entirety of "Adjudication"), consult with their advisor, and consult with other persons as they deem appropriate (including an attorney) prior to consenting to administrative adjudication.

Each party will have three (3) days from transmittal of the notice specified in this Section to return the signed written consent form to the Title IX Coordinator. If either party does not timely return the signed written consent, that party will be deemed not to have consented to administrative adjudication and the Formal Complaint will be adjudicated pursuant to the hearing process.

XVIII. Adjudication

A. Hearing Process

The default process for adjudicating Formal Complaints is the hearing process specified in this Section ("Hearing Process"). The hearing process will be used to adjudicate all Formal Complaints unless both parties timely consent to administrative adjudication as specified in "Adjudication Process Selection."

1. Hearing Officer

After selection of the hearing process as the form of administrative adjudication, the Title IX Coordinator will promptly appoint a hearing officer who will oversee the hearing process and render a determination of responsibility for the allegations in the Formal Complaint, at the conclusion of the hearing process. The Title IX Coordinator will see that the hearing officer is provided a copy of the investigation report and a copy of all evidence transmitted to the parties by the investigator as specified in "Access to Evidence."

2. Hearing Notice and Response to the Investigation Report

After the hearing officer is appointed by the Title IX Coordinator, the hearing officer will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing; and providing a copy of the University's Hearing Procedures. Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this Section ("Hearing Notice and Response to the Investigation Report").

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

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;

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

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

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a clear and convincing standard of evidence; and
- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

3. Pre-Hearing Conference

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

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

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

4. Issuance of Notices of Attendance

After the pre-hearing conference, the hearing officer will transmit notices of attendance to any University employee (including administrator, faculty, or staff) or student whose attendance is requested at the hearing as a witness. The notice will advise the subject of the specified date and time of the hearing and advise the subject to contact the hearing officer immediately if there is a material and unavoidable conflict.

The subject of an attendance notice should notify any manager, faculty member, coach, or other supervisor, as necessary, if attendance at the hearing will conflict with job duties, classes, or other obligations. All such managers, faculty members, coaches, and other supervisors are required to excuse the subject of the obligation, or provide some other accommodation, so that the subject may attend the hearing as specified in the notice.

The University will not issue a notice of attendance to any witness who is not an employee or a student.

5. Hearing

After the pre-hearing conference, the hearing officer will convene and conduct a hearing pursuant to the University's Hearing Procedures. The hearing will be audio recorded. The audio recording will be made available to the parties for inspection and review on reasonable notice, including for use in preparing any subsequent appeal.

The hearing will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the hearing will be conducted with the hearing officer, the parties, the advisors, witnesses, and other necessary University personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio. In the hearing officer's discretion, the hearing may be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

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

- Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;
- Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility;
- Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;
- Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;
- Opportunity for each party to make a brief closing argument.

Except as otherwise permitted by the hearing officer, the hearing will be closed to all persons except the parties, their advisors, the investigator, the hearing officer, the Title IX Coordinator, and other necessary University personnel. With the exception of the investigator and the parties, witnesses will be sequestered until such time as their testimony is complete.

During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them pursuant to "Access to Evidence."

While a party has the right to attend and participate in the hearing with an advisor, a party and/or advisor who materially

and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited, as the case may be, in the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section ("Hearing"), the hearing officer will have sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing officer will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rationale for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply. The hearing officer will have discretion to modify the Hearing Procedures, when good cause exists to do so, and provided the minimal requirements specified in this Section ("Hearing") are met.

6. Subjection to Questioning

In the event that any party or witness refuses to attend the hearing, or attends but refuses to submit to questioning by the parties' advisors, the statements of that party or witness, as the case may be, whether given during the investigation or during the hearing, will not be considered by the hearing officer in reaching a determination of responsibility.

Notwithstanding the foregoing, the hearing officer may consider the testimony of any party or witness, whether given during the investigation or during the hearing, if the parties jointly stipulate that the testimony may be considered or in the case where neither party requested attendance of the witness at the hearing.

In applying this Section ("Subjection to Questioning"), the hearing officer will not draw an inference about the determination regarding responsibility based solely on a party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

7. Deliberation and Determination

After the hearing is complete, the hearing officer will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing officer will take care to exclude from consideration any evidence that was ruled inadmissible at the pre-hearing conference, during the hearing, or by operation of "Subjection to Questioning." The hearing officer will resolve disputed facts using a clear and convincing standard of evidence (that is, "concluding that a fact is highly probable to be true") and reach a determination regarding whether the facts that are supported by a clear and convincing standard of evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

8. Discipline and Remedies

In the event the hearing officer determines that the Respondent is responsible for violating this policy, the hearing officer will, prior to issuing a written decision, consult with an appropriate University official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed. The hearing officer will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant.

9. Written Decision

After reaching a determination and consulting with the appropriate University official and Title IX Coordinator as required by "Discipline and Remedies," the hearing officer will prepare a written decision that will include:

- Identification of the allegations potentially constituting Sexual Harassment made in the Formal Complaint;
- A description of the procedural steps taken by the University upon receipt of the Formal Complaint, through issuance of the written decision, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing.
- Articulate findings of fact, made under a clear and convincing standard of evidence, that support the determination;

- A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;
- The discipline determined by the appropriate University official as referenced in "Discipline and Remedies";
- Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and
- A description of the University's process and grounds for appeal, as specified in "Appeal."

The hearing officer's written determination will be transmitted to the parties. Transmittal of the written determination to the parties concludes the hearing process, subject to any right of appeal as specified in "Appeal."

Although the length of each adjudication by hearing will vary depending on the totality of the circumstances, the University strives to issue the hearing officer's written determination within fourteen (14) days of the conclusion of the hearing.

B. Administrative Adjudication (Optional)

In lieu of the hearing process, the parties may consent to have a Formal Complaint resolved by administrative adjudication as a form of informal resolution. Administrative adjudication is voluntary and must be consented to in writing by both parties and approved by the Title IX Coordinator as specified in "Adjudication Process Selection." At any time prior to the issuance of the administrative officer's determination, a party has the right to withdraw from administrative adjudication and request a live hearing as specified in "Hearing Process."

If administrative adjudication is selected, the Title IX Coordinator will appoint an administrative officer. The Title IX Coordinator will see that the administrative adjudicator is provided a copy of the investigation report and a copy of all the evidence transmitted to the parties by the investigator as specified in "Access to Evidence."

The administrative officer will promptly send written notice to the parties notifying the parties of the administrative officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; and setting a date and time for each party to meet with the administrative officer separately. The administrative officer's meetings with the parties will not be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this paragraph.

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

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevance, the prohibition on the use of sexual history specified in "Sexual History," or for any other reason;
- Argument regarding whether any of the allegations in the Formal Complaint are supported by a clear and convincing standard of evidence;
- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

After reviewing the parties' written responses, the administrative officer will meet separately with each party to provide the party with an opportunity make any oral argument or commentary the party wishes to make and for the administrative officer to ask questions concerning the party's written response, the investigative report, and/or the evidence collected during the investigation.

After meeting with each party, the administrative officer will objectively re-evaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The administrative officer will take care to exclude from consideration any evidence that the administrative officer determines should be ruled inadmissible based on the objections and arguments raised by the parties in their respective written responses to the investigation report. The administrative officer will resolve disputed facts using a clear and convincing standard of evidence (that is, "concluding that a fact is highly probable to be true") and reach a determination regarding whether the facts that are supported by a clear and convincing standard of evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

Thereafter, the administrative officer will consult with any University official and the Title IX Coordinator, in the manner specified in "Deliberation and Determination" and will prepare and transmit a written decision in the manner as specified in "Written Decision" which shall serve as a resolution for purposes of informal resolution.

Transmittal of the administrative officer's written determination concludes the administrative adjudication, subject to any right of appeal as specified in "Appeal."

Although the length of each administrative adjudication will vary depending on the totality of the circumstances, the University strives to issue the administrative officer's written determination within twenty-one (21) days of the transmittal of the initiating written notice specified in this Section ("Administrative Adjudication").

Other language in this Section notwithstanding, informal resolution will not be permitted if the Respondent is a non-student employee accused of committing Sexual Harassment against a student.

XIX. Dismissal During Investigation or Adjudication

The University shall dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that one or more of the following is true:

- The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or
- The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in "Scope" (that is, because the alleged conduct did not occur in the University's Education Programs or Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

The University may dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that any one or more of the following is true:

- The Complainant provides the Title IX Coordinator written notice that the Complainant wishes to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);
- The Complainant fails to communicate with the Title IX Coordinator or designee about the case, or otherwise fails to participate in the Title IX process, even in the absence of submitting a formal withdrawal of the Formal Complaint;
- The Respondent is no longer enrolled or employed by the University, as the case may be; or
- Specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

In the event the Title IX Coordinator dismisses a Formal Complaint pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the

parties and advise them of their right to appeal as specified in "Appeal." The Title IX Coordinator may refer the subject matter of the Formal Complaint to other University offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination as it pertains to this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

XX. Appeal

Either party may appeal the determination of an adjudication, or a dismissal of a Formal Complaint, on one or more of the following grounds:

- A procedural irregularity affected the outcome;
- There is new evidence that was not reasonably available at the time the determination or dismissal was made, that could have affected the outcome;
- The Title IX Coordinator, investigator, hearing officer, or administrative officer, as the case may be, had a conflict of interest or bias for or against Complainants or Respondents generally, or against the individual Complainant or Respondent, that affected the outcome.
- The Severity of Sanction assessed is unreasonable.

No other grounds for appeal are permitted.

A party must file an appeal within seven (7) days of the date they receive notice of dismissal or determination appealed from or, if the other party appeals, within three (3) days of the other party appealing, whichever is later. The appeal must be submitted in writing to Tijuana Julian, tjulian@drury.edu, (417) 873-7215, who serves as the appeal officer. If the appeals officer designated by this policy is unavailable to fulfill that role in a specific case, the Title IX Coordinator may appoint another appeals officer. The appeal must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing party believes the appeal should be granted, and articulate what specific relief the appealing party seeks.

Promptly upon receipt of an appeal, the appeal officer will conduct an initial evaluation to confirm that the appeal is timely filed and that it invokes at least one of the permitted grounds for appeal. If the appeal officer determines that the appeal is not timely, or that it fails to invoke a permitted ground for appeal, the appeal officer will dismiss the appeal and provide written notice of the same to the parties.

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may

submit a written opposition to the appeal within seven (3) days, ensuring minimum the seven (7) days from receipt of the original finding. The appeal officer shall also promptly obtain from the Title IX Coordinator any records from the investigation and adjudication necessary to resolve the grounds raised in the appeal. Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the appeal and transmit a written decision to the parties that explains the outcome of the appeal and the rationale.

The determination of a Formal Complaint, including any discipline, becomes final when the time for appeal has passed with no party filing an appeal or, if any appeal is filed, at the point when the appeal officer has resolved all appeals, either by dismissal or by transmittal of a written decision.

No further review beyond the appeal is permitted.

Although the length of each appeal will vary depending on the totality of the circumstances, the University strives to issue the appeal officer's written decision within (21) days of an appeal being filed.

XXI. Advisor of Choice

From the point a Formal Complaint is made, and until an investigation, adjudication, and appeal are complete, the Complainant and Respondent will have the right to be accompanied by an advisor of their choice to all meetings, interviews, and hearings that are part of the investigation, adjudication, and appeal process. The advisor may be, but is not required to be, an attorney.

Except for the questioning of witnesses during the hearing specified in "Hearing," the advisor will play a passive role and is not permitted to communicate on behalf of a party, insist that communication flow through the advisor, or communicate with the University about the matter without the party being included in the communication. In the event a party's advisor of choice engages in material violation of the parameters specified in this Section and "Hearing," the University may preclude the advisor from further participation, in which case the party may select a new advisor of their choice.

In the event a party is not able to secure an advisor to attend the hearing specified in "Hearing," and requests in writing the University to provide an advisor, the University will provide the party an advisor, without fee or charge, who will conduct questioning on behalf of the party at the hearing. The University will have sole discretion to select the advisor it provides. The advisor the University provides may be, but is not required to be, an attorney.

The University is not required to provide a party with an advisor in any circumstance except where the party does not have an advisor present at the hearing specified in "Hearing," and requests that the University provide an advisor.

XXII. Treatment Records and Other Privileged Information

During the investigation and adjudication processes, the investigator and adjudicator, as the case may be, are not permitted to access, consider, disclose, permit questioning concerning, or otherwise use:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or
- Information or records protected from disclosure by any other legally recognized privilege, such as the attorney client privilege unless the University has obtained the party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

Notwithstanding the foregoing, the investigator and/or adjudicator, as the case may be, may consider any such records or information otherwise covered by this Section if the party holding the privilege affirmatively discloses the records or information to support their allegation or defense, as the case may be.

XXIII. Sexual History

During the investigation and adjudication processes, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Notwithstanding the foregoing, a Complainant who affirmatively uses information otherwise considered irrelevant by this Section for the purpose of supporting the Complainant's allegations, may be deemed to have waived the protections of this Section.

XXIV. Informal Resolution

At any time after the parties are provided written notice of the Formal Complaint as specified in "Notice of Formal Complaint," and before the completion of any appeal specified in "Appeal," the parties may voluntarily

consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication as specified in "Administrative Adjudication" is a form of informal resolution. The specific manner of any informal resolution process will be determined by the parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the parties that:

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

After receiving the written notice specified in this paragraph, each party must voluntarily provide written consent to the Title IX Coordinator, before the informal resolution may commence.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

If the parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will reduce the terms of the agreed resolution to writing and present the resolution to the parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by the University, except as otherwise provided in the resolution itself, absent a showing that a party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either party or to the University. Notwithstanding the foregoing if the form of informal resolution is Administrative Adjudication as specified in "Administrative Adjudication," there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject

only to any right of appeal. With the exception of a resolution resulting from the Administrative Adjudication process specified in “Administrative Adjudication,” all other forms of informal resolution pursuant to this Section are not subject to appeal.

A party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized.

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

Other language in this Section notwithstanding, informal resolution will not be permitted if the Respondent is a non-student employee accused of committing Sexual Harassment against a student.

XXV. Presumption of Non-Responsibility

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

XXVI. Resources

Any individual affected by or accused of Sexual Harassment will have equal access to support and counseling services offered through the University. The University encourages any individual who has questions or concerns to seek support from University-identified resources. The Title IX Coordinator is available to provide information about the University's policy and procedure and to provide assistance. A list of University identified resources is located at the following link: <https://www.drury.edu/hr/title-ix-policies-and-resources/>.

XXVII. Conflicts of Interest, Bias, and Procedural Complaints

The Title IX Coordinator, investigator, hearing officer, administrative officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any party who believes one or more of these University officials has a material conflict of interest or material bias must raise the concern promptly so that the University may evaluate the concern

and find a substitute, if appropriate. The failure of a party to timely raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal specified in "Appeal," or otherwise.

XXVIII. Objections Generally

Parties are expected to raise any objections, concerns, or complaints about the investigation, adjudication, and appeals process in a prompt and timely manner so that the University may evaluate the matter and address it, if appropriate.

XXIX. Free Speech and Academic Freedom

The University will construe and apply this policy consistently with the Free Speech Policy and the principles of academic freedom. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the Free Speech Policy or the principles of academic freedom.

While the University is committed to the principles of free inquiry and free expression, Sexual Harassment is neither legally protected expression nor the proper exercise of academic freedom.

XXX. Relationship with Criminal Process

This policy sets forth the University's processes for responding to reports and Formal Complaints of Sexual Harassment. The University's processes are separate, distinct, and independent of any criminal processes. While the University may temporarily delay its processes under this policy to avoid interfering with law enforcement efforts if requested by law enforcement, the University will otherwise apply this policy and its processes without regard to the status or outcome of any criminal process.

If a Complainant has obtained an ex parte order of protection, full order of protection, or any other temporary restraining order or no contact order against the alleged perpetrator from a criminal, civil, or tribal court, the Complainant should provide such information to the Title IX Coordinator. The University will take all reasonable and legal action to implement the order.

XXXI. Recordings

Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by the University and is considered property of the University, subject to any right of access that a party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only the

University is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Any party who wishes to transcribe a hearing by use of a transcriptionist must seek pre-approval from the hearing officer.

XXXII. Vendors, Contractors, and Third Parties

The University does business with various vendors, contractors, and other third-parties who are not students or employees of the University. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the University retains its right to limit any vendor, contractor, or third-party's access to campus for any reason. And the University retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

XXXIII. Amnesty

The University recognizes that an individual who has been drinking alcohol or using drugs may be hesitant to report Sexual Harassment. To encourage reporting, the University will not take disciplinary action for drug or alcohol use against an individual reporting Sexual Harassment, either as the Complainant or as a witness, provided that these conduct violations did not and do not place the health or safety of any other person at risk. The University may, however, require the reporting individual to attend a course or pursue other educational interventions related to alcohol and drugs.

The University's commitment to amnesty in these situations does not prevent action by police or other legal authorities against an individual who has illegally consumed alcohol or drugs.

XXXIV. Bad Faith Complaints and False Information

While the University encourages all good faith complaints of Sexual Harassment, the University has the responsibility to balance the rights of all parties.

It is a violation of this policy for any person to submit a report or Formal Complaint that the person knows, at the time the report or Formal Complaint is submitted, to be false or frivolous. It is also a violation of this policy for any person to knowingly make a materially false statement during the course of an investigation, adjudication, or appeal under this policy. Violations of this Section are not subject to the investigation and adjudication processes in this policy; instead, they will be addressed under the Community Standards Policy

in the case of students and other University policies and standards, as applicable, for other persons.

XXXV. Retaliation

It is a violation of this policy to engage in Retaliation. Reports and Formal Complaints of retaliation may be made in the manner specified in "Reporting Sexual Harassment," and "Formal Complaint." Any report or Formal Complaint of Retaliation will be processed under this policy in the same manner as a report or Formal Complaint of Sexual Harassment, as the case may be. The University retains discretion to consolidate a Formal Complaint of Retaliation with a Formal Complaint of Sexual Harassment for investigation and/or adjudication purposes if the two Formal Complaints share a common nexus.

XXXVI. Confidentiality

The University will keep confidential the identity of any individual who has made a report or Formal Complaint of Sexual Harassment or Retaliation including any Complainant, the identity of any individual who has been reported to be a perpetrator of Sexual Harassment or Retaliation including any Respondent, and the identity of any witness. The University will also maintain the confidentiality of its various records generated in response to reports and Formal Complaints, including, but not limited to, information concerning Supportive Measures, notices, investigation materials, adjudication records, and appeal records. Notwithstanding the foregoing, the University may reveal the identity of any person or the contents of any record if permitted by FERPA, if necessary to carry out the University's obligations under Title IX and its implementing regulations including the conduct of any investigation, adjudication, or appeal under this policy or any subsequent judicial proceeding, or as otherwise required by law. Further, notwithstanding the University's general obligation to maintain confidentiality as specified herein, the parties to a report or Formal Complaint will be given access to investigation and adjudication materials in the circumstances specified in this policy.

While the University will maintain confidentiality specified in this Section, the University will not limit the ability of the parties to discuss the allegations at issue in a particular case. Parties are advised, however, that the manner in which they communicate about, or discuss a particular case, may constitute Sexual Harassment or Retaliation in certain circumstances and be subject to discipline pursuant to the processes specified in this policy.

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

XXXVII. Other Violations of This Policy

Alleged violations of this policy, other than violations of the prohibitions on Sexual Harassment and Retaliation, will be subject to review under the Community Standards Policy if committed by a student, the Faculty Handbook if committed by a faculty member, or Staff Policy Handbook or other University policies and standards if committed by an employee.

XXXVIII. Signatures and Forms of Consent

For purposes of this policy, either a physical signature or digital signature will be sufficient to satisfy any obligation that a document be signed. Where this policy provides that written consent must be provided, consent in either physical or electronic form, containing a physical or digital signature, as the case may be, will suffice.

XXXIX. Deadlines, Time, Notices, and Method of Transmittal

Where this policy specifies a period of days by which some act must be performed, the following method of calculation applies:

- Exclude the day of the event that triggers the period;
- Count every day, including intermediate Saturdays, Sundays, and legal holidays recognized by the federal government;
- Include the last day of the period until 5:00 p.m. central time, but if the last day is a Saturday, Sunday, or legal holiday recognized by the federal government, the period continues to run until 5:00 p.m. central time on the next day that is not a Saturday, Sunday, or legal holiday recognized by the federal government.

All deadlines and other time periods specified in this policy are subject to modification by the University where, in the University's sole discretion, good cause exists. Good cause may include, but is not limited to, the unavailability of parties or witnesses; the complexities of a given case; extended holidays or closures; sickness of the investigator, adjudicator, or the parties; the need to consult with the University's legal counsel; unforeseen weather events; and the like.

Any party who wishes to seek an extension of any deadline or other time period may do so by filing a request with the investigator, hearing officer, administrative officer, appeal officer, or Title IX Coordinator, as the case may be, depending on the phase of the process. Such request must state the extension sought and explain what good cause exists for the requested extension. The University officer resolving the request for extension may, but is

not required to, give the other party an opportunity to object. Whether to grant such a requested extension will be in the sole discretion of the University.

The parties will be provided written notice of the modification of any deadline or time period specified in this policy, along with the reasons for the modification.

Where this policy refers to notice being given to parties "simultaneously," notice will be deemed simultaneous if it is provided in relative proximity on the same day. It is not necessary that notice be provided at exactly the same hour and minute.

Unless otherwise specified in this policy, the default method of transmission for all notices, reports, responses, and other forms of communication specified in this policy will be email using University email addresses.

A party is deemed to have received notice upon transmittal of an email to their University email address. In the event notice is provided by mail, a party will be deemed to have received notice three (3) days after the notice in question is postmarked.

Any notice inviting or requiring a party or witness to attend a meeting, interview, or hearing will be provided with sufficient time for the party to prepare for the meeting, interview, or hearing as the case may be, and will include relevant details such as the date, time, location, purpose, and participants. Unless a specific number of days is specified elsewhere in this policy, the sufficient time to be provided will be determined in the sole discretion of the University, considering all the facts and circumstances, including, but not limited to, the nature of the meeting, interview, or hearing; the nature and complexity of the allegations at issue; the schedules of relevant University officials; approaching holidays or closures; and the number and length of extensions already granted.

XL. Other Forms of Discrimination

This policy applies only to Sexual Harassment. Complaints of other forms of sex discrimination are governed by the University's Non-Discrimination/Harassment Policy and Complaint Procedures.

XLI. Education

Because the University recognizes that the prevention of Sexual Harassment, including Sexual Assault, Domestic Violence, Dating Violence, and Stalking, is important, it offers educational programming to a variety of groups such as campus personnel; incoming students and new employees participating in

orientation; and members of student organizations. Among other elements, such training will cover relevant definitions, procedures, and sanctions; will provide safe and positive options for bystander intervention; and will provide risk reduction information, including recognizing warning signs of abusive behavior and how to avoid potential attacks. To learn more about education resources, please contact the Title IX Coordinator.

XLII. Outside Appointments, Dual Appointments, and Delegations

The University retains discretion to retain and appoint suitably qualified persons who are not University employees to fulfill any function of the University under this policy, including, but not limited to, the investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer.

The University also retains discretion to appoint two or more persons to jointly fulfill the role of investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer.

The functions assigned to a given University official under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, hearing officer, administrative officer, informal resolution officer, and appeals officer, may, in the University's discretion, be delegated by such University official to any suitably qualified individual and such delegation may be recalled by the University at any time.

XLIII. Training

The University will ensure that University officials acting under this policy, including but not limited to the Title IX Coordinator, investigators, hearing officers, administrative officers, informal resolution facilitators, University provided advisors, and appeals officers receive training in compliance with 34 C.F.R. § 106.45(b)(1)(iii) and any other applicable federal or state law.

XLIV. Recordkeeping

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

XLV. Definitions Herein

Words used in this policy will have those meanings defined herein and if not defined herein will be construed according to their plain and ordinary meaning.

XLVI. Discretion in Application and Revision of Policy

The University retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the University's interpretation or application differs from the interpretation of the parties.

Despite the University's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the University retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy and the Hearing Procedures referenced in "Hearing" are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, **the University retains discretion to revise this policy and the Hearing Procedures at any time, and for any reason. Approved revisions will be made to the electronic version of the policy but may not be able to be made to printed versions of the policy until the next academic year. The University may apply policy revisions to an active case provided that doing so is not clearly unreasonable.**

714 - PET, SERVICE ANIMAL, AND EMOTIONAL ASSISTANCE ANIMAL POLICY

Rev. 2-1-1, 10-5-22

Drury University is committed to providing reasonable accommodations to individuals with disabilities to facilitate their access to the University's programs and activities. The University is also committed to providing its students, employees, and visitors with a healthy and respectful environment in which to study and work, while also preserving the safety of animals and people on campus and protecting the University from liability in animal control incidents.

Individuals with disabilities who require the use of service or emotional support animals as a reasonable accommodation for their disability may be permitted to bring such animals on campus as long as they comply with the University's policies regarding such animals as stated in this policy.

Definitions

Service animal: A service animal is defined as a dog or miniature horse that is individually trained or in the process of being trained to do work or perform tasks for an individual with a disability. The work or task a service animal has been trained to provide must be directly related to the functional limitations of the person's disability. Examples of work or tasks provided by a service animal include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, or alerting and protecting a person who is having a seizure. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals.

Emotional Support Animal (ESA): An emotional support animal: (i) works, provides assistance, or performs tasks for the benefit of a person with a disability, or (ii) provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Examples of tasks performed by emotional support animals include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, alerting, and protecting a person who is having a seizure, or calming a person suffering from disabling anxiety or depression. An emotional support animal may or may not also qualify as a service animal. Some, but not all, animals that assist persons with disabilities are professionally trained. Other emotional support animals are trained by the owners themselves and, in some cases, no special training is required. Unlike a service animal, emotional support animals do not assist with daily living tasks. Therefore, emotional support animals remain in the residence and do not accompany an individual with a disability at all times, i.e., they do not attend class, or enter the dining hall, workplace, or other residence halls.

Approved animal: A service or emotional support animal that has been

approved by the University to be on campus.

Handler: A handler is the student, employee, or other person who utilizes a service or emotional support animal as an accommodation.

Pet: A pet is an animal kept for ordinary use and companionship. A pet is not considered a service animal or an emotional support animal.

Animals on Campus

With the exception of the animals specified in this policy, animals are not allowed in University-owned or controlled buildings or facilities during hours of instruction, normal business operations, scheduled events, or any other University function, unless a specific exemption for the occasion has been approved by management.

Exempted Animals:

- Service animals (as defined in the Americans with Disabilities Act)
- Emotional support animals (as defined in the Fair Housing Act)
- Animals used for instructional purposes of the University
- Fish
- Pets approved for Pet-Friendly Housing

Pets

The presence of pets on campus may create an increased risk of harm and damage to persons and property. Therefore, the University restricts the presence of pets on its property. Inhumane or cruel treatment of pets on University property is prohibited.

Animals in Pet-Friendly Housing

Residents of certain housing units may apply to bring a pet to campus housing. Students assigned to the pre-approved location (please consult the housing office for pet-friendly housing locations) who are considering a pet, shall file a signed Pet Request & Agreement with essay & required documents, at the Housing office at least 30 days prior to move-in (or 30 days prior to bringing a pet). Pets are not allowed in any other student housing.

- Pets must be leashed and under the direct control of their owners at all times while on campus grounds. Pets may not be tethered and unattended. Pets must be taken with the student if they leave campus for a prolonged period of time and may not be left overnight in campus housing to be cared for by another student.
- Pets must have a current vaccination certificate from a licensed veterinarian, applicable.
- Pet owner will be responsible for cleaning up all messes the pet may make, including properly disposed of waste the pet leaves in outdoor

areas of campus (this does not apply to service animals and their owners) and are liable for any accident or damage caused by the pet while on campus.

- The pet's behavior may not be counterproductive or disruptive to the mission of the University.

Service Animals

Subject to the rules outlined in this Policy, Drury University permits qualified individuals with a disability to bring a service animal to all areas of public accommodation where members of the public, students, faculty, staff, or guests are allowed to go. The service animal must be individually trained to do work or perform tasks for the benefit of a qualified individual with a disability.

Procedures for Non-Residential Students and University Employees

Non-resident students seeking to bring a service animal to campus must contact Accessibility and Disability Services (873-7267) to schedule a meeting with the Director of Accessibility and Disability Services. The individual must also complete and submit an [Application for Services or Request for Accommodation](#), but is not required to complete the disability section. The sections below covering "Procedures for Residential Students" and "Specific Provisions – Service Animals" apply as well.

For employees' use of a service animal, please see Policy 703 of this handbook.

Procedures for Residential Students and Employees

Service animals may accompany students, employees, and visitors with disabilities to Drury University events, activities, and locations with rare exceptions. Local, state, and federal laws regulate the use of service animals at Drury University.

Service Animals: According to the U.S. Department of Justice, service animal 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. Other species of animals, whether wild or domestic, trained, or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing

to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and

neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

On a case-by-case basis, Drury University may also permit the use of a housebroken miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. Persons wishing the University to consider use of a miniature horse should contact the Director of Accessibility and Disability Services.

Specific Provisions – Service Animals

1. Generally, Drury University will permit the use of a service animal by individuals with disabilities. The University may ask an individual with a disability to remove a service animal from the premise if (1) the animal is out of control and the animal's handler does not take effective action to control it; or (2) the animal is not housebroken. If a service animal is properly excluded under this provision, the individual with a disability will be given the opportunity to participate in Drury University's service, program, or activity without having the service animal on the premises.
2. A service animal may be excluded if Drury University makes an individualized assessment based on reasonable judgment and best available objective evidence that the service animal poses a direct threat to the health or safety of others that cannot be mitigated by reasonable modifications.
3. A service animal must be immunized against diseases common to that type of animal.
4. A service animal must be under the control of its handler (e.g., harness, leash, voice control, signals, or other means).
5. Student is responsible for the care, well-being, and supervision of a service animal at all times.
6. Drury University will not ask about the nature or extent of a person's disability but may make two inquiries to determine whether an animal qualifies as a service animal: 1) if the animal is required because of a disability and 2) what work or task the animal has been trained to perform. Documentation, such as proof that the animal has been certified, trained, or licensed as a service animal will not be required. Generally, inquiries may not be made about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or

- has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).
7. Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of the University's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.
 8. Drury University will not require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If the University normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Emotional Support Animals (ESAs)

An emotional support animal is an animal that is necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling when there is an identifiable relationship or nexus between the person's disability and the assistance the animal provides. In accordance with the Fair Housing Act (FHA), Drury University will entertain reasonable requests for emotional support animals in campus housing at least 30 days prior to move-in. While faculty and staff do not typically reside in campus housing, this section is included such that if a faculty or staff member should live in campus housing, this policy will be applied.

Individuals seeking to bring an emotional support animal to their residence need to provide Drury's Accessibility and Disability Services office with documentation from a licensed medical or mental health provider that indicates the species of the animal and affirmatively answers the following two questions:

1. Does the person seeking to use and live with the animal have a disability - i.e., a physical or mental impairment that substantially limits one or more major life activities?
2. Does the person making the request have a disability-related need for an emotional support animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

Once this documentation has been received, and the request validated by Accessibility and Disability Services, the request will be passed on to Housing/Residence Life. Individuals will need to meet with the Housing/Residence Life Office to discuss whether their accommodation can be met, and to review and sign the ESA agreement which defines the responsibilities and obligations for the particular species in each ESA request. The individual will need to sign that agreement and provide the appropriate veterinary records as outlined in the agreement before the animal may reside on campus.

Housing/Residence Life will provide written documentation to the individual once all applicable forms have been received. Agreements last until the end of the current academic year. Individuals requesting extensions of their ESA agreement will need to provide updated veterinary records before the extension will be approved.

ESA Restrictions

The University is allowed to place the following restrictions on Emotional Support Animals under the FHA.

- Individuals seeking an ESA must follow the established procedures for requesting an Emotional Support Animal. The animal shall not reside on campus until it has been approved by Accessibility and Disability Services and Housing/Residence Life.
- ESAs must be housebroken, in good health, and vaccinated per all applicable laws, and must be under the owner's control at all times. ESAs should not be taken care of, fostered, or temporarily looked after by other residents.
- ESAs must reside in the individual's private assigned bedroom or apartment. When transported from the private assignment, the ESA must be caged or leashed and under the individual's control.
- ESAs may not infringe on the rights of other residents to enjoy their residence by causing issues that include, but are not limited to allergies, noise, odor, phobias, or destruction of property by scratching or chewing. Other species-specific behavioral guidelines are outlined in the ESA agreement the student must sign with Housing/Residence Life and Accessibility and Disability Services.
- Individuals may be reassigned to a new housing arrangement in order to accommodate their ESA requests.

Sanctions and Outcomes

Unapproved Animal

- Fine: A minimum of \$150.00; an additional \$25/day beyond the 72-Hour grace period for removal of the animal.
- Restitution: Cleaning, repairs, and replacement of damaged property; in addition to costs incurred if the University must forcibly remove the animal from housing.

Un-Leashed/Uncontrolled Animal

- Fine: a minimum of \$50.00
- Restitution: Cleaning, repairs, and replacement of damaged property

Improper Disposal of Animal Waste

- Fine: a minimum of \$50.00
- Restitution: Cleaning, repairs, and replacement of damaged property

715 – HAZING POLICY

Rev. 12-1-19

Drury University is a safe, education-oriented, and community-minded campus that maintains an academic and social environment conducive to intellectual and personal development of students and promotes the safety and welfare of all members of the campus community. Drury University prohibits the use of hazing by its students, employees, and citizens. Drury University will cooperate with authorities in the enforcement of all applicable laws. This policy has been established to protect the integrity of the educational experience, encourage positive behavior and enhance the community commitment of Drury students, University employees, or Drury citizens.

Hazing is any action taken or situation created, intentionally, to produce mental or physical discomfort, embarrassment, harassment, or ridicule. Such activities may include but are not limited to the following:

- use of alcohol
- paddling in any form
- creation of excessive fatigue
- physical and psychological shocks
- quests, treasure hunts, scavenger hunts, road trips or any other such activities
- the wearing of public apparel which is conspicuous and not normally in good taste
- engaging in public stunts and buffoonery
- morally degrading or humiliating games and activities
- any other activities which are not consistent with academic achievement, policy and regulations of Drury University, or applicable state and national law.

Missouri law classifies hazing as a Class A misdemeanor, unless the act creates a substantial risk to the life of the student or prospective member, in which case it is a Class D Felony. As of January 1, 2017, under state law, consent is not a defense. Read the Missouri statute regarding hazing: <http://www.moga.mo.gov/mostatutes/stathtml/57800003651.html>

Reporting Hazing

All Drury University employees have a duty to report hazing to a University administrator or employee when they receive a report, witness, or otherwise obtain information about alleged incidents. Exemptions are made for professional employees operating in a capacity that requires confidentiality. Students are encouraged to report hazing to one of the following individuals who have been designated to receive reports:

Dr. Tijuana Julian

Executive Vice President for
Student Affairs and Dean of
Students
Findlay Student Center, 201
(417) 873-7215
tjulian@drury.edu

Nyla Milleson

Vice President and Director of
Athletics
O'Reilly Family Event Center, 106
(417) 873-7294
nmilleson@drury.edu

Emma Grace Mancini

Director of Greek Life
Findlay Student Center, 112
(417) 873-7590

Drury University professionals take great care to protect the identity of students making hazing reports. However, students may also report incidents anonymously at www.drury.edu/informationreport. Employees may not fulfill their reporting obligation with this anonymous mechanism.

Amnesty

Due to the strong relationship between hazing and other policies violations, individuals who are reporting hazing will be granted amnesty for most other violations of University policy in order to encourage students to report without fear of being penalized for policy violations. Amnesty cannot be granted for any conduct that has harmed or has the potential to harm the mental, physical, or emotional state of others including, but not limited to, sexual misconduct and assault.

Hazing Categories

Drury University uses the following classifications in discussing and sanctioning incidents of hazing:

Subtle Hazing- Behaviors that emphasize or accentuate a power imbalance between students or groups in a negative manner. Examples include deception; assigning demerits; silence periods with implied repercussions; deprivation of privileges; requiring students to perform duties not assigned to other students; social isolation; random tests of information; name calling; or the expectation of certain items to always be in a student's possession.

Harassment Hazing- Behaviors that confuse, frustrate, and/or cause undue stress to some members. Examples include verbal abuse; threats or implied threats; line-ups; asking students to wear humiliating attire; stunt or skit events with degrading, crude, or humiliating acts; personal servitude for existing students and sleep deprivation.

Violent Hazing- Behaviors that have the potential to cause physical and/or emotional harm. Examples include force or coerced alcohol, drug, or food consumption; beating, paddling or other physical acts; branding; force or coerced ingestion of substances; water intoxication; expecting illegal activity; abductions; and kidnapping.

Sanctions and Outcomes

Subtle Hazing

- Fine: a minimum of \$100.00
- Community Service: a minimum of 20 hours
- Counseling Referral
- Education: Required participation in Bystander Intervention Training
- Social Probation
- Removal from Campus Housing: immediate release with no refund of housing costs
- Parental Notification as allowed under FERPA

Harassment Hazing

- Fine: a minimum of \$200.00

- Community Service: a minimum of 40 hours
- Disciplinary Suspension: a minimum of one semester separation

Violent Hazing

- Fine: a minimum of \$500.00
- Disciplinary Suspension: a minimum of one academic year separation, and up to disciplinary expulsion from Drury University at the discretion of the Dean of Students

716 – PANDEMIC AND EMERGENCY POLICY

In the event of state, local, national, or global events, including but not limited to pandemic disease, terrorist attacks, natural or manmade disasters, civil unrest, and catastrophic economic events, the University may, at its discretion, amend its policies and procedures to better respond and continue operations in light of one or more such events. The University will depend on the loyalty and good faith of every employee and may require employees to be flexible with their availability for work outside regular hours or reporting location. The University may amend specific job duties, require use of personal protective equipment, and cooperation in minimizing the impact of such events.

717 – REMOTE WORK POLICY

Effective January 1, 2025

General Policy

Drury University will work with its staff to identify remote work opportunities where appropriate. General factors to be considered in determining the extent to which a position may be appropriate for remote work includes, but are not limited to:

1. The extent to which the student-facing and/or public-facing nature of a position may require a physical presence on campus or a work-related site.
2. How the nature of the work to be completed by a position lends itself to being completed independently, and that work output can be measured by Supervisors.
3. The amount of time that a position is required to be in close physical proximity to staff and/or faculty colleagues to promote effective collaboration.
4. Any impact the physical absence of the employee has on the rest of the department, current and prospective students, and others in the campus community.
5. Any requirement for providing the necessary technology to allow for remote work.
6. The safety and security of the employee, University property, and confidential information offered by the proposed remote setting.
7. The ability of the employee to resume on-campus physical proximity on short notice as may be required.
8. The ability of the person holding the position to effectively work remotely.

Process

Discussion of potential remote work should begin with the affected employee and their supervisor. If the supervisor and employee agree that a position is appropriate for remote work, they will submit a proposal to the Director of Human Resources. The proposal should be specific as to the extent to which the work should be remote, address logistical questions, and speak to the general factors for determining remote work, and how the work routine and work performance will be evaluated. The Division Vice President and Director of Human Resources will review the request, and all additional relevant factors, including but not limited to:

1. Job duties of the position and job description;
2. Job performance, annual evaluations, and disciplinary history of the employee;
3. Potential impact on colleagues;
4. Potential expense and/or savings of remote work;
5. Potential impact on University enrollment, if any.

The Director of Human Resources will assess each remote work request on a case-by-case basis, based on the specific requirements of the department involved, the specific employment record of the requesting employee, and the needs of the department and University. A response to the request will generally be provided within two weeks. The response may approve the request; deny the request; or propose alternate arrangements that incorporate some remote work.

Obligations of Remote Workers

Remote work must be completed on a schedule as set by the supervisor, to ensure responsiveness, availability, and consistency with other department employees. All required tasks must be completed by the employee and effective communication must be maintained with colleagues and supervisors at all times. Remote work should be no less productive than the position's work that would be generated in a traditional setting. Supervisors should regularly assess the work and may require remote employees to provide specific updates that are not required of non-remote employees as part of the assessment. Remote work arrangements should not limit the ability of the supervisor to assign new tasks to an employee. Remote employees must ensure that they are as available during remote work as they are for on-campus work, and that their work is not interrupted by others in a remote work location, including family members and others that may require attention and care. Remote work should be completed at one static location agreed upon by the supervisor and employee. If a remote employee needs to conduct work from another location, the employee should seek approval from the supervisor first. Work related documents, computers and equipment may not be used or accessed by other members of the remote employee's house.

Remote employees must provide the appropriate lighting, furniture, internet connectivity, and security for the workplace, at their expense. The University will provide appropriate technology as available.

Remote employees play a vital role in maintaining the security and privacy of the company's confidential or sensitive information. Employees working from home must follow established data security guidelines, including, but not limited to data security guidelines governing access to networks, required usage of VPN, maintenance of antivirus and other security software and password policies.

All confidential or sensitive data must be handled via secure and approved methods, and any suspected security threats or data breaches must be reported to the IT department immediately. Technology Services may periodically review the security of a specific remote work arrangement and at their sole discretion determine whether or not the remote work area provides the necessary security.

Policy Reviews and Updates

The Remote Work Policy will be regularly reviewed for continued success and effectiveness, being sensitive to feedback provided by employees, their supervisors, colleagues, and, where appropriate, students.

Suspension or Termination of Remote Work Arrangement

The University reserves the right to terminate, suspend, or modify remote work arrangements at its discretion, based on factors including, but not limited to:

1. Job performance issues;
2. Issues with productivity and efficiency;
3. Compliance with work-related policies;
4. Changes in job duties of a position resulting from changes in business or structure;
5. Technology or security issues or expense.

If a remote work arrangement is terminated, suspended, or modified, employees will be given reasonable notice of the change in writing where possible.

800 – ATTENDANCE, PUNCTUALITY AND EXCESSIVE ABSENTEEISM

Rev. 6-21-22

To maintain a safe and productive work environment, Drury expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Drury. In the rare instances when an employee cannot avoid being late to work or are unable to work as scheduled, he/she should notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive absenteeism and tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment, even when an employee has paid time off available to be applied toward such absence or tardiness. Absenteeism will be deemed excessive whenever it impairs the ability of a department to complete its work in a timely or efficient manner or otherwise disrupts the operation of a department.

Examples of absences that can create such disruption that will be considered excessive include, but are not limited to:

- absences that are frequent;
- absences that are regularly accompanied by no or last-minute notice to an employee's supervisor of the absence;
- absences that occur around holidays or previously approved time off;
- absences that occur during peak times of departmental activity, especially when such activity is vital to events, deadlines, and time-sensitive projects;
- absences that prevent an employee from regularly working full-time or for complete workweeks.

801 – BUSINESS ETHICS AND CONDUCT

Rev. 3-24-25

General Policy

Drury University strives to treat employees with fairness. In return, the University expects employees to adhere to standards of conduct and performance, which are established to enable all to work together effectively.

Supervisory counseling with employees is designed to establish an equitable system of corrective action for employees who do not adhere to these standards of conduct or to bring an employee's performance to an acceptable level.

Supervisors have the responsibility for informally counseling employees who report to them and for the documentation of the counseling or corrective action. All written discipline / correction action from written warnings to suspension or termination must be approved by the Director of Human Resources and filed in the official personnel file maintained in the HR Department.

These principles apply:

1. The standards of conduct and performance must be communicated to the employees. This may be accomplished in writing, by discussion or other reasonable means.
2. Standards of conduct and performance must be reasonably related to the orderly, efficient, or safe operation of the University.
3. A timely, fair, and objective review is made before any decision to take corrective action is made.

Standards

General standards of conduct and performance apply throughout the University. These standards include, but are not necessarily limited to, the following:

1. Each employee is to conform to the regular work schedule of the University. Regular attendance, punctuality, and conformance to scheduled lunch break periods are a responsibility of each employee.
2. Efficient use of the normal workday.
3. Employees are to follow recognized departmental procedures or instructions in performing their jobs. Care should be exercised in performing job duties, in the use of University property, and in the use of the property of other employees. Departmental safety policies and procedures are to be followed.
4. University property is to be used only with proper authorization.
5. Each employee should have respect for confidential or sensitive information they receive during the conduct of their jobs. Confidential or

sensitive information should never be repeated or discussed outside the University and should be discussed with other employees only as necessary to the processing of daily business.

Unacceptable Behavior

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

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Loafing from duty or sleeping during working hours
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive tardiness, absenteeism, or any absence without notice as outlined in sick leave policies
- Unauthorized use of telephones, mail systems, computers, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of employment policies
- Unsatisfactory performance or conduct

Security Inspections

Drury wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Drury prohibits the possession, transfer, sale, or use of such materials on its premises. Drury requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of Drury. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Drury at any time, either with or without prior notice.

Drury likewise wishes to discourage theft or unauthorized possession of the property of employees, Drury visitors, and customers. To facilitate enforcement of this policy, Drury or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Drury's premises.

Code of Conduct

At Drury, high expectations of all students, administrators, faculty, and staff include certain professional and ethical standards that are essential to the purpose of this institution. Listed below are certain standards that are important to follow. While Drury is a private institution, it also is very much a public trust, and every instance of conduct must reflect and represent trust.

1. Vendor Relations: Purchasing decisions should reflect a combination of the "lowest cost and best service or product" for the University. Personal gifts or gratuities from vendors (other than small items of a promotional nature, such as calendars, pens, and pencils) are not to be accepted. Any favoritism or special consideration in awarding purchase orders must be avoided.
2. Conflict of Interest: An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative as a result of Drury University's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Employees may not serve Drury well if they have an interest in an outside firm or organization with which the University is doing business. Moreover, appearances of conflict of interest may be similarly detrimental. When there is a circumstance where there is an actual conflict of interest or the potential for one, this should be disclosed to your supervisor for discussion and, if necessary, resolution. The resources of the University, including employees, facilities, supplies, and equipment, are for exclusive use of Drury and may not be used for personal purposes, business, or gain.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes the framework within which Drury University wishes the institution to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Director for more information or questions about conflict of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the offices of Drury University. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific officer approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Drury University as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Drury University does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Drury University.

No Drury University employee will be provided any commission, bonus, or other incentive payment based directly or indirectly on securing enrollments or federal financial aid (including Tuition Assistance funds) to any persons or entities engaged in any student recruiting, admission activities, or making decisions regarding the award of student financial assistance.

All Drury University Employees will refrain from high-pressure recruitment tactics such as making multiple unsolicited contacts (3 or more), including contacts by phone, email, or in-person, and engaging in same-day recruitment and registration for the purpose of securing Service member enrollments.

3. Personal Best: Each member of Drury's staff is expected to bring his or her best efforts to the job and to accord mutual respect and consideration to other members of the University community.

Employment with Drury University is at the mutual consent of Drury University and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

4. Employee Relationships: The University prohibits supervisors and managers from dating or otherwise entering into a personal relationship with any subordinate or any employee reporting to that supervisor or manager. Such relationship can become disruptive to the work environment, create a conflict or the appearance of a conflict of interest, and lead to charges of

favoritism, discrimination, and claims of indirect sexual harassment. While the University has no desire to interfere in the private lives of its employees, or in their off-duty conduct, where such conduct negatively impacts the work environment, the University reserves the right to take appropriate action to protect its interests.

802 – USE OF COMPUTER RESOURCES

Statement of User Responsibility:

1. The use of all computer accounts and resources (including hardware, software, and network) is the personal responsibility of each account holder. Use of Academic Computing resources must be consistent with institutional policies governing how we conduct ourselves as members of the community including policies regarding cheating, plagiarism, harassment, and theft. Other campus policies are not altered by the use of computer resources and shall apply to all misuse of the resources. It is the computer user's responsibility to comply with all general campus, as well as state and federal laws.
2. Academic Computing services and resources are made available to support the academic programs and activities of Drury University. Use of those services and resources is a privilege that is not to be abused and can be taken away without prior consent or when required by law or when there is a substantiated reason to believe that violations of law or policy have occurred. In time-sensitive cases, access may be restricted to meet critical operational needs. Any inappropriate, illegal, unethical, or immoral use constitutes a violation of this policy whether or not it is specifically identified below. Any activity intended to damage Academic Computing resources or any individual is a violation of the policy.
3. Each computer user is responsible for the storage of personal files created on Drury computing facilities. Hard disks will be routinely cleared of files. Under no circumstances will Drury University be held responsible for any files stored on or deleted from its hard disks.
4. Each computer user is responsible for taking reasonable care of his/her account and password. For example, one should change his/her password frequently; one should not under any circumstances give his/her password to another person.
5. Internet users should take all necessary anti-virus precautions before downloading or copying any file from the Internet.

Examples of Uses of Computer Resources In Violation of this Policy Include:

1. Use of computer resources for any purpose unrelated to the mission of the University.
2. Use of computer facilities for cheating, including unauthorized copying, installation, sending or receiving of programs, assignments, or files.
3. Sending unsolicited annoying or obscene messages or mail to another computer or computer user.

4. Utilizing a false identity in obtaining or utilizing an email account.
5. Accessing adult web sites (specifically those self-identified as such) or other obscene materials in public labs or University offices. Such conduct may be considered sexual harassment, i.e., an action "that has the purpose or effect of unreasonably interfering with an individual's academic or work performance, or creating an intimidating, hostile, or offensive academic or work environment" (from the University's harassment policy statement).
6. Examining, or attempting to examine, another computer user's files or mail, without explicit permission by the owner of those files or mail.
7. Interrupting, hindering, or otherwise interfering with the normal operation of the computer labs and other resources.
8. Posting copyrighted text or images on a web page without the owner's permission.

Examples of Appropriate Uses of Computer Resources Include:

1. Faculty research;
2. Student research;
3. Class assignments;
4. Instructional use in classes;
5. Employee job responsibilities

Privacy Issues and Access to Files on the Campus Servers:

1. Monitoring of E-mail and Personal Electronic Files

The University and its staff shall treat all electronically stored information as confidential, but may examine or disclose information when authorized by the owner of the information, when approved by appropriate Vice-president, or required by local, state or federal law including, but not limited to, laws regarding harassment, libel and defamation of character.

2. Electronic Mail (E-mail)

The E-mail system at Drury provides a convenient (not necessarily confidential) way of communicating between students and faculty, between colleagues and between friends. It is expected that Drury computer users will use common courtesy in the use of E-mail.

Examples of inappropriate use of email include:

Re-posting (forwarding) personal communication, intended to be confidential, without the author's prior consent.

"Chain letters," "broadcasting" messages to lists or individuals, and other types of use which would cause congestion of the networks or otherwise interfere with the work of others are not allowed.

Anonymous or fraudulent posting of email messages.

3. Privacy

Electronic mail (e-mail) is a form of public communication and cannot be guaranteed to be private. Messages can be intercepted while in transit through the system. Be discreet.

Issues of personal privacy and data confidentiality are very important to the University. Personal data will only be accessed in accordance with part IV, section A.

The systems and network administrators do have access to all files stored on the University servers. In the course of routine system maintenance, troubleshooting and mail delivery problem resolution, staff may inadvertently see the content of email messages. However, these individuals are prohibited from accessing personal files except as otherwise stated in part IV, section A.

Intellectual Property

All communications and information accessible via the Internet should be assumed to be copyrighted and should be accessed and re-distributed using regular copyright rules. When sources found on the Internet are cited, the name, date and location of the information must be included.

Compliance Procedure

1. Inappropriate uses of computer resources should be reported to the Director of Academic Computing or the Director of Computer Services.
2. Anyone discovered to be hindering normal operations or making inappropriate use of computing resources will be contacted and appropriate action taken.
3. Upon report of a violation, the user may be denied access to Drury computing facilities. All pertinent information on the alleged violation will be given to the appropriate vice-president who will oversee the judicial review process.

803 – PROGRESSIVE DISCIPLINE

The University may impose discipline in appropriate circumstances which may include verbal reprimand, written notice, suspension from work without pay, and immediate termination of employment. The form of discipline selected is within the discretion of the University with due regard to the employee's work history, the nature of the misconduct, and the surrounding circumstances.

Consultation with the appropriate Vice President and the Director of Human Resources is mandatory before taking corrective action involving suspension or involuntary termination.

804 – EMPLOYMENT TERMINATION

Rev. 12-1-19, 7-13-22, 5-15-23

Voluntary Termination

- Resignation is a voluntary act initiated by the employee to terminate employment with Drury. To separate in good standing, employees must provide at least 2 weeks' written notice of resignation from nonexempt employees and thirty days' notice from exempt employees.
- If an employee (including coaching staff) does not provide advance notice as set forth above, the employee will be considered ineligible for rehire.
- A resignation letter is required. The letter should include date of resignation, proposed last workday (physically present), and the reason for departure (i.e., another job, moving, etc.). The letter is prepared for the supervisor and copied to Human Resources. The last day the employee is physically present on the job is considered his/her last day of work, resignation date. The employee is responsible for scheduling a meeting with Human Resources before the last day of work. Human Resources will review final paycheck, benefit continuation, employment experience, and coordinate the return of all university property.
- By submitting a resignation, an employee agrees that Drury may, at its option, accept the resignation to be effective during the two weeks prior to the proposed last day of work identified by the employee in the resignation letter. A resignation that becomes effective prior to the original proposed last day of work from the employee's resignation will not affect the employee's departure in good standing so long as the original proposed last day was timely as set forth above. Note: Drury may choose to accept the resignation of coaching employees immediately upon their acceptance of employment with another organization.
- Eligible employees may receive pay for unused accrued vacation, as set forth in Section 609. Note: Coaching staff is not eligible for vacation accrual or payout.
- Sick leave, personal time, and seasonal and holiday pay are not reimbursed at termination.
- Pay for staff who voluntarily terminate employment shall be available at the next regular pay date for all staff.

Involuntary Termination

1. Involuntary termination requires prior review and concurrence by the Human Resources Department. All relevant facts and circumstances must be fully documented.

2. Employees who, after appropriate counseling, demonstrate inability to meet the established standards of performance for a position, may be terminated. In certain circumstances, termination may be the appropriate action even for a first offense.

Reduction in Force

Regular employees terminated because of the lack of funds or abolishment of a position, will be given advance notice when practical. If these individuals are rehired by the university within six months following termination, they retain all benefit eligibility from last prior service.

805 - RETURN OF PROPERTY

Employees are responsible for all Drury property, materials, or written information issued to them or in their possession or control. All Drury property must be returned by employees on or before their last day of work. Where permitted by applicable laws, Drury may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Drury may also take all action deemed appropriate to recover or protect its property.

806 - EQUIPMENT AND VEHICLE USAGE

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees operating a motor vehicle are required to possess a valid driver's license.

An employee must notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are prohibited from operating vehicles without a valid license as required by law. Employees may not possess alcohol, controlled, or illegal substances while operating University vehicles. Employees may not operate vehicles under the influence of alcohol, controlled, or illegal substances.

807 - MEAL PERIODS

All regular full-time employees are provided with one meal period of 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees who are relieved of all active responsibilities and restrictions during meal periods will not be compensated for that time. Staffing needs and operation demands may necessitate employees to work their shift without a scheduled 60-minute meal period. Employees may be required to eat and work during their scheduled shift.

808 - Non-Disclosure

Rev. 12-1-19

The protection of confidential and sensitive information is vital to the interests and the success of Drury University. Such confidential information includes, but is not limited to, the following examples:

- compensation data
- computer programs and codes
- constituency, student, alumni boosters, lists, etc.
- financial information
- marketing strategies
- pending projects and proposals
- lists of potential donors
- grant opportunities and data
- fund raising plans
- employment records
- academic records
- INS records/data
- medical information on participants
- student records
- security records
- telephone number lists
- Donor lists and giving histories
- Vendor information
- Terms of contractual relationships

Employees who improperly use or disclose confidential and sensitive information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. If there is any doubt regarding disclosure, check with the appropriate vice-president.

809 - OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with Drury University. All employees will be judged by the same performance standards and will be subject to Drury University's scheduling demands, regardless of any existing outside work requirements.

From time to time, Drury may modify an employee's schedule. If such modifications conflict with outside work, the employee may be asked to terminate the outside employment if he or she wishes to remain with Drury University.

Any potential conflict of interest should be discussed with the Office of Administrative Services before accepting other employment.

810 - PERSONAL APPEARANCE

Rev. 10-9-23

During business hours or when representing Drury, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress, groom, and maintain hygiene according to the requirements of his/her position and accepted social standards. This is particularly true if the job involves dealing with customers or visitors in person.

Each supervisor or department head is responsible for establishing a reasonable dress code appropriate to the jobs performed subject to the approval of their Vice President. For some, this may mean formal business attire. For others, business casual attire will suffice. If a supervisor feels that an employee's appearance is inappropriate, he/she should consult with the Director of Human Resources to determine appropriate action. If the employee is asked to leave work to change in order to comply with this policy, the employee will not be compensated for the time away from work. When necessary, reasonable accommodation may be made where appropriate.

The following information is intended to serve as a guide to help define appropriate casual business wear for all employees during designated casual days at Drury. Generally, each Friday will be Drury Spirit Wear Day on which employees may wear work-appropriate Drury-themed attire. Other days, such as certain holidays or days preceding holidays, inclement weather days, and other promotional days may be designated as casual days with prior notification from the immediate supervisor.

In the case of a business meeting or other occasion that requires business attire on a Friday, employees may not be able to participate in Drury Spirit Wear Day.

Not all casual clothing is appropriate for the office. Casual business wear means clean, neat, professional clothing. It is never appropriate to wear stained, wrinkled, frayed, or revealing clothing to the workplace, or clothing with vulgar language displayed. An employee would be wise to make an inquiry if there is any question regarding what is appropriate.

For some, traditional business attire may simply remain a more favored option on casual days. The choice will be up to the individual. It is simply hoped and fully expected that casual days will help make the workplace more enjoyable and productive.

813 – TOBACCO POLICY

Effective 8-1-11

Through the University's respective commitments to wellness and sustainability, we are committed to presenting a healthy, safe, and clean campus environment for students, visitors to campus, and the Drury community. Tobacco use, including but not limited to cigarettes, smokeless tobacco, e-cigarettes, snus, hookah, or any other tobacco product is prohibited on campus and inside University owned vehicles. The policy is enforceable for all general use and academic buildings, residence halls and apartment style housing, athletic facilities, open airspaces, and common areas.

814 – SOLICITATION

Rev. 6-16-26

In an effort to ensure a productive and harmonious work environment, persons not employed by Drury may not solicit or distribute literature in the workplace at any time for any purpose.

Drury recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty and may not distribute literature in working areas of the offices at any time.

In addition, the posting of written solicitations on University bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on items such as the following:

- Equal Employment
- Employment and/or benefit announcements
- Internal memoranda
- Job openings
- Organization announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information
- Campus activities

816 – TELEPHONE USAGE

Employees may be required to reimburse Drury for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

818 – WORKPLACE MONITORING

Computers, cabinets, desks, and other storage facilities furnished to employees are the property of Drury. Computer usage and files may be monitored. Desks, files, cabinets, and other University property may be accessed when necessary to ensure the safety, health, security or safeguard the policies of the University.

Because Drury is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

819 – VIOLENCE PREVENTION

Drury is concerned with the safety of its students, faculties, and other citizens. In order to ensure that the environment at Drury avoids violence and to protect students, faculty, and other citizens of our learning community, the following Violence in Higher Education policy applies to all students, faculty, staff, visitors and others who are on the Drury campus or whose communications or actions affect Drury or its students, faculty, staff, visitors and other citizens with any connection to Drury.

- Threats or implied threats of physical violence, physical intimidation in any form, and violent behavior by or at the direction of a person are strictly prohibited.
- Possession of any type of deadly weapon or explosive weapon* on University property, including parking lots and green space, is strictly prohibited unless the individual has University approval through association with a public law enforcement agency, or has registered the weapon with the director of security, and has written permission from the president to have such a weapon on campus, and, in the case of firearms, has executed and complied with the Firearms Safety Agreement. The policy applies to firearms regardless of whether or not the firearm is loaded and whether or not it is capable of being fired.
- Any person who feels that he or she or another person has been threatened in any way on Drury property, at any Drury activity, or by any person related to Drury in any way must immediately report the threat to the director of security or another member of the administration. Drury will investigate the threat and take appropriate action. Students, faculty, and other Drury citizens are required to cooperate fully with any investigation by or at the request of Drury.
- This policy shall not prevent a commissioned law enforcement officer from carrying weapons as assigned by their department.

Any violation of this policy will be dealt with through disciplinary action, up to and including separation from the University.

* For purposes of this policy, Deadly Weapons are defined in Mo. Rev. Stat. s. 556.061.22 (2016) as “any firearm, loaded or unloaded, or any weapon from which a shot, readily capable of producing death or serious physical injury, may be discharged, or a switchblade knife, dagger, billy, blackjack or metal knuckles.” Explosive weapons are defined in Mo. Rev. Stat. s. 571.010.5 (2016) as “any explosive, incendiary, or poison gas bomb or similar device designed or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage; or any device designed or adapted for delivering or shooting such a weapon.”

820 – SOCIAL MEDIA POLICY

Added 4-12-11, Rev. 12-11-18

Social media are influential communication vehicles that have a considerable impact on institutional and professional reputations. Drury University recognizes that the open nature of social media, which is often used for both professional and personal purposes, can blur the line between a personal voice and an organization's voice. To help employees and students navigate through this ambiguity, the University has crafted the following guidelines for professional and personal use of social media to help clarify how best to enhance and protect personal, professional, and institutional reputations. These guidelines apply to University faculty, staff, and students.

Social media are defined as communication tools designed to spread information through social interaction. Examples include, but are not limited to, Facebook, Twitter, LinkedIn, YouTube, Wikipedia, FourSquare, blogs and even those who comment online to stories in the news media. Social media participants should read, understand, and obey the terms of service of any social media platform employed.

Drury employees and students should follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and institutional policies and guidelines for interacting with students, parents, alumni, donors, media, prospective students, employees, and other University constituents apply in cyberspace the same way they would apply in the real world. These guidelines were meant to supplement – not replace – the University's other policies. Individuals are responsible and liable for anything they post to social media sites or communicate through private messaging functions of social media. Any conduct that would be grounds for disciplinary action if performed at work or in an academic setting will be grounds for disciplinary action if performed using social media.

Be mindful of and act in accordance with the copyright and intellectual property rights of others and of the University. All policies, procedures, and guidelines regarding Drury University trademarks, logos, names, and symbols apply to social networking sites. The University does not permit explicit or implied institutional endorsements of any product, cause, or political party or candidate through the use of its name, trademarks, logos, or images. Do not use the Drury logo, athletic logo or any other Drury marks or images on your personal online site.

General Guidelines if You Use Social Media on Behalf of Drury:

- If you have been authorized by your supervisor to create an official social media site for Drury, please contact the Drury Office of Marketing and Communication to register your social media site and to obtain approval

to use an official Drury logo and to coordinate with the other Drury sites and content. Confidential or proprietary University information should not be shared through social media channels.

- Drury University does not pre-screen posted content. The University does not endorse or take responsibility for content posted by third parties, but reserves the right to remove, in its sole discretion, any content that it considers to violate University policies. Content that is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, profane, libelous, threatening, harassing, abusive, hateful, disparaging, embarrassing, or otherwise injurious or objectionable to any person or entity is unacceptable and will be removed. Your reputation and Drury's reputation are best served when you remain above reproach.
- Think twice and exercise discretion when posting content or sending private messages via social media. Communicate meaningful, respectful comments. Do not communicate spam, remarks that are off topic or offensive, or content that could negatively impact Drury University's reputation or interfere with its core mission.
- Just as you have a duty to report harassment or other inappropriate workplace conduct, you also have a duty to report any conduct that violates the rules set forth in these guidelines.
- Please reply to posts in a timely manner.
- Be transparent and state that you work at Drury. If you are writing about Drury, use your real name, identify that you work for Drury, and be clear about your role. If you have a vested interest in what you are discussing, be the first to say so.
- Think before you post. Will your response stimulate positive discussion and provide useful information? If you have any questions about whether it is appropriate to post or write about certain kinds of material, ask your supervisor or contact the Office of Marketing and Communications.
- Uphold the University's mission and remember that you represent an educational institution, so please check spelling, grammar, and style, and present all content in a professional manner.

Personal Use Guidelines

In personal posts, you may identify yourself as a Drury staff or faculty member, but please make it clear that you are sharing personal views, not representing Drury. It is a common practice to include a statement, usually in the "About me" section of a blog or Facebook page, that says,

"The views expressed on this [blog, website, etc.] are mine alone and do not necessarily reflect the views of Drury University."

- Even with that disclaimer, if you identify yourself as an employee at Drury, or are otherwise recognized as a Drury employee, your comments will be associated with the University. Please use discretion when posting content and remember that you can be perceived as a spokesperson of the University.
- Use of personal social media should never imply University support or endorsement of any non-Drury related interests.
- Exercise good judgment in communicating with members of the Drury community via social media, being sure that all such communications are professional in nature, observe appropriate boundaries, and are sent at the appropriate times of day.
- Be respectful of other people's opinions.
- Never pretend to be someone else when you post anything about Drury.
- Be mindful of the legal implications of what you personally communicate via social media. You may be held personally liable, by any offended party, for what you post on your own site and the site of others. Drury University does not monitor personal websites but will, when made aware, address issues that violate established University policies. You are solely responsible for material you communicate through a personal social media site.
- Be smart about protecting yourself, your privacy, and Drury's confidential information. What you publish is widely accessible and will be around for a long time, so consider the content carefully. Google has a long memory.
- Use of social media should not interfere with work commitments.

NOTE: Nothing in this section should be construed to limit employees exercising protected concerted rights under the National Labor Relations Act or other laws or policies. Please refer media inquiries, via social or traditional media, to the University President.

821 – EMAIL ACCOUNT POLICY

Effective 5-9-16, Rev. 1-6-17

Every student, faculty member, and employee will receive and maintain a Drury University email account (with address ending in .edu). University email account users are required to abide by all University policies, procedures and the guidelines set forth in the "Technology Resources Usage Policy." In the event of a violation, disciplinary action may be taken and the University may disable or terminate email account access.

Student Email Accounts

- Students receive a University email account when they enroll at the University.
- If a student leaves the University before graduation, the student's email account will be disabled immediately and deleted after 90 days.
- After graduation, a student may retain the student's University email account provided the student remains in good standing with the University and technology providers offer this extended service.

Faculty Email Accounts

- New faculty members receive a University email account after signing a contract and completing required employment paperwork.
- When a faculty member leaves the University in good standing, the faculty member's email account may remain active for 90 days, at which time it will be disabled and deleted after an additional 30 days. Otherwise, the faculty member's email account will be disabled as of the resignation or termination date and deleted 30 days later.
- When a faculty member retires, the faculty member's email account may remain active upon request. If continued use is requested, the email account will be moved to the Retired Faculty group. The University will monitor this group's usage and will disable accounts inactive for 120 days. The University will allow this service as long as the service is available from technology providers.

Staff Email Accounts

- New employees receive a University email account after completing required employment paperwork.
- When an employee resigns or is terminated, the employee's email account will be disabled as of the resignation or termination date and deleted 30 days later.
- When an employee retires, the employee's email account may remain active upon request. If continued use is requested, the email account will be moved to the Retired Staff group. The University will monitor this group's

usage and will disable accounts inactive for 120 days. The University will allow this service as long as the service is available from technology providers.

Special Circumstances

Any special requests should be routed through the Vice President of Technology Services for approval and will be considered on a case-by-case basis.

822- MINORS ON CAMPUS

Eff. 8-3-20, Rev. 2-27-23

PURPOSE AND SCOPE

In order to promote the safety and general welfare of all minors participating in programs at the University, it is the policy of Drury University that all minors participating in programs must be reasonably and appropriately supervised by an Authorized Adult who complies with the Behavioral Expectations provided in this policy.

This policy establishes requirements for those in the University community who may work or interact with individuals under eighteen (18) years of age, with the goal of providing appropriate supervision of minors who are participating in activities and programs taking place on Drury University property, in University owned or managed facilities, and under the authority and direction of the University in other locations.

This policy applies broadly to interactions between minors and University students, faculty, staff, and volunteers in University-run or –affiliated programs or activities. Athletic camps, academic camps, music camps, laboratories, and workshops intended for elementary, middle, and high school students and similar activities operated by Drury University will fall within the scope of this policy. This policy applies to such programs and activities whether they are limited to daily activities or also involve the housing of minors in residence halls.

This policy provides requires immediate reporting of any instances of known or suspected sexual abuse or other abuse or neglect of minors to law enforcement and to the University's Office of Safety & Security regardless of whether or not the University is implicated and regardless of whether or not the alleged victim wants to participate in the investigation, as set forth more fully herein.

DEFINITIONS

Abuse: Any physical injury, sexual abuse, or emotional abuse inflicted on a person under the age of 18 other than by accidental means. Reasonable discipline is excluded from this definition. See Mo. Rev. Stat. § 210.110(1).

Adult: A person aged 18 years or older.

Authorized Adult: Any adult (1) who has passed a background check and received adequate training in order to work in a Program, as contemplated by this policy, and (2) who is responsible for either escorting or supervising minors while on campus or while participating in any Programs. An Authorized Adult may also be a minor's parent or legal guardian.

Campus: All buildings, facilities, and properties that are owned, operated, managed, or controlled by the University.

Key Students: Students in practicum, student teachers, resident assistants, and summer camp workers, whether they are employed or volunteers.

Minor: A person under the age of 18.

Neglect: Failure to provide, by those responsible for the care, custody, and control of a person under the age of 18, the proper or necessary support, education as required by law, nutrition or medical, surgical, or any other care necessary for the child's well-being. See Mo. Rev. Stat. § 210.110(12).

Program: Includes, but is not limited to, a planned and/or regular event that includes minors such as a camp, laboratory experience or internship, club, workshop, project, lesson, team, practice, or tour, that takes place on Drury University property, in University owned or managed facilities, and/or under the authority and direction of the University in other locations. Student teaching, practicum assignments, and internships are not considered to be Programs under this policy.

Program Director: The individual who manages or coordinates the Program.

Program Liaison: The individual who serves as a liaison between the University and Program Directors/Programs that are not owned by Drury University.

Student: Individuals who are enrolled as regular students, either on a full-time or part-time basis, regardless of whether not the student is a degree-seeking student. "Student" does not refer to dual-credit or dual-enrollment students herein unless specifically referenced.

POLICY REQUIREMENTS

Minor Students

While most Drury University students will be adults, there may be a limited number of qualified students who begin their coursework while still a minor. The enrollment of those students should be subject to the following limitations:

- Admission: Minor students who will be less than the age of sixteen (16) will not be admitted without written permission of the Dean of Students and Provost.
- Residential: Minor students may not live in campus housing without parental consent and written permission of the Dean of Students.
- Student Employment: Student employment of minor students must be in compliance with all state, federal and local laws, and rules and guidelines of the Department of Human Resources.
- Student Organizations and Extracurricular: Campus organizations, especially those affiliated with national organizations, may have specific policies requiring members to be a minimum age. In addition to complying with all such reasonable policies of specific organizations, minor students may only join student organizations with written permission of the Dean of Students and written permission from the parent or legal guardian of the minor student.
- Overnight Travel: Minor students may not participate in overnight travel without written permission of the Dean of Students and the Provost.

- International Travel: Minor students may not participate in international travel without the written permission of the Dean of Students and the Provost.
- Course enrollment: The advisement and enrollment of minor students in academic coursework should be mindful of the age of the student, especially regarding courses that could expose them to graphic or sensitive subjects.

Registration of Programs

The Program Director must register the program with the Office of Safety and Security in sufficient time to meet the applicable portions of this policy. Information provided shall include, at a minimum:

- * Name of the Program Director;
- * The name and contact information for persons representing third parties who will be offering the Program, if applicable;
- * The dates and locations where minors will be participating;
- * The general nature of the activities to be undertaken or offered in the Program; and
- * The names of all adults who will be participating directly with minors in the Program

Programs using University facilities, such as housing or dining services may be required to execute appropriate contracts.

Background Checks

The Program Director is responsible for ensuring that Program staff, paid or unpaid, including but not limited to faculty, staff, key students, and volunteers who work directly with minors have successfully completed a background check acceptable to the Office of Human Resources, and clearance after a review of the Missouri Sex Offender Registry at least once every two (2) years thereafter. The background check must be conducted and the results evaluated prior to the Adult beginning to work with, instruct, or otherwise engage with minors.

The University may accept successful documented background clearances which have been conducted on the participating Adult by other employers or entities as long as such reports have been completed within two (2) years from the start date of the Program.

A decision not to permit an individual to participate in a Program covered by this policy based on the results of a background report will be made by the Director of Human Resources after consultation with the appropriate Vice-President and University counsel, or others as needed. Drury reserves the right to take appropriate action with respect to employees who may have falsified or failed to disclose information material to their employment on employment applications uncovered as a result of the background check, including and up to immediate termination of employment. Copies of background check reports will be retained separately from an individual's personnel or student file in the Office of Human Resources.

Required Training

All Program staff and volunteers working with minors are required to complete training provided by the University Office of Human Resources regarding appropriate supervision and protection of minors before beginning their work with minors.

Behavioral Expectations and Guidelines

All members of the Drury University community, including Program staff and volunteers, are expected to be positive role models in their interactions with minors by behaving in a caring, honest, respectful, and responsible manner and must follow these expectations to avoid behaviors that could cause harm or be misinterpreted:

- * Do not engage in any sexual activity, make sexual comments, tell sexual jokes, or share sexually explicit material (or assist in any way to provide access to such material) with minors or in the presence of minors.
- * Do not engage or allow minors to engage you in conversations regarding romantic, sexual, or related matters, unless required in your professional capacity, such as resident advisor, mental health counselor, or health care provider.
- * Do not engage in any abusive conduct of any kind toward or in the presence of a minor, including but not limited to verbal abuse, striking, hitting, punching, poking, spanking, or restraining. If restraint is necessary to protect a minor or others from harm, all incidents must be documented and disclosed to the Program Director and the minor's parent/legal guardian.
- * Do not use, possess or be under the influence of alcohol or illegal drugs while on duty or when responsible for a minor's welfare. Do not provide or in any way facilitate a minor's access to alcohol, illegal or prescription drugs, pornography, or gambling.
- * Do not contact minors outside of regular program activities, including through social media, without the express permission of the minor's parent or guardian.
- * Possession of or use of any weapon or explosive device is prohibited.
- * Do not touch minors in a manner that a reasonable person could interpret as inappropriate.
- * Do not have one-on-one contact with a minor outside the presence of others or behind closed doors. If one-on-one interaction is required, meet in open, well-lit rooms or spaces with windows observable by other adults in the program.
- * Do not shower, bathe, or undress with or in the presence of minors.

- * Do not allow or assist in any way a minor in gaining access or allowing viewing or access to pornography.
- * Do not engage in intimate displays of affection towards others in the presence of minors
- * Do not take any photographs or videos of minors or post photographs or videos on a digital, electronic, hosted media, web-based service, or any other medium without first obtaining a release to do so from the minor's parent or legal guardian.
- * When transporting minors in a program, more than one adult from the program must be present in the vehicle, except when multiple minors will be in the vehicle at all times through the transportation. Avoid using personal vehicles if possible.
- * Minors should not stay on campus overnight without written permission from their parent or legal guardian, and minors under the age of ten years old should not stay overnight on campus at all.

Report of Alleged or Suspected Abuse or Inappropriate Activity

Every member of the University community, including employees and volunteers, has an obligation to immediately report instances or suspected instances of child abuse or neglect, or other inappropriate interactions with minors.

There are two types of reports, one external and one internal, which may have to be made under the circumstances:

1. External Report:

University community members who have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subject to conditions or circumstances which would reasonably result in abuse or neglect must immediately make a report to the Children's Division of the Missouri Department of Social Services (<http://dss.mo.gov/cd/rptcan.htm> or 800-392-3738). Those making good faith external reports of child abuse or neglect will be protected from criminal and civil liability for making the report.

2. Internal Report:

Instances or suspected instances of child abuse or neglect must also be reported to the Drury University Safety & Security, 417-873-7400 or 417-873-7911. In addition, an internal report should be made if a University community member witnesses other inappropriate interactions with minors even if the conduct does not rise to the level of child abuse or neglect.

The Director of Safety and Security will inform the Director of Human Resources and the Dean of Students when an internal report under this policy has been made. The Director of Safety and Security will notify law enforcement if they believe a crime has been committed. The Director of Human Resources will ensure that the matter is reported to the University insurer. The Director of Human

Resources will then take appropriate action as required by the circumstances. No internal sanctions or other adverse action will be taken against a person making a good faith internal report under this policy.

Enforcement

Disciplinary measures for violations of this policy will depend on the circumstances and the nature of the violation, but may include the full range of available measures applicable to the individual, up to and including suspension, expulsion, termination of employment for employees as set forth in the Staff Policy Handbook and Faculty Handbook; disciplinary action for students up to and including expulsion as set forth in the Community Standards; and termination of volunteer position for volunteers. Employees, students, volunteers, and others may also be banned from campus. The University may also take necessary interim actions before determining whether a violation has occurred. The University may terminate relationships or take other appropriate actions against non-University entities that violate this policy.

Questions about the interpretation or application of this policy may be raised with the Office of Human Resources, which shall update or modify as necessary and administer and oversee the implementation of the policy in a manner that best achieves its goals. The policy may be modified with the approval of the University president to reflect changes in the law, standards relating to the protection of minors, or University processes, or as otherwise necessary.

The obligations under this Policy are intended to be in addition to obligations that employees may have under other University policies and are not intended to relieve employees of responsibilities under any other policies.

823 – NON-FRATERNIZATION POLICY

Effective 6-15-26

Drury University is committed to fostering a safe environment for employees and students. Employee-student relationships inherently involve disproportionate power and influence. A consensual sexual or dating relationship between an employee and a student not only exploits this imbalance but also distorts and inhibits the learning environment; therefore, *Drury University strictly prohibits all romantic or sexual relationships between employees and students*, with the exception of spouses who take classes at Drury and spouses/partner relationships that are disclosed to Human Resources when the spouse/partner enrolls in classes. Non-consensual relationships, in any capacity, are subject to Title IX investigation.

Exceptions from the prohibitions outlined above may be granted only in rare circumstances.

Violation of this policy may result in sanctions for employees up to and including termination.

APPENDIX I - DEFINITIONS OF AFFINITY AND CONSANGUINITY

Chart of Relations

Self or Spouse 0	Parents 1	Grandparents 2	Great Grandparents 3	Great-Great Grandparents 4
Child 1	Brother or Sister 2	Aunt or Uncle 3	Great Aunt or Uncle 4	
Grandchild 2	Niece or Nephew 3	First Cousin 4		
Great Grandchild 3	Grand Niece or Nephew 4			
Great-Great Grandchild 4				

1. A husband is related by marriage (affinity) to his wife's relatives in the same way that she is related to them by blood (consanguinity), and she to his in the same manner, but the kindred of the spouses are not related to one another. (A brother of the husband is not related to a brother of the wife, et cetera.)
2. Half relationship is the same as a whole relationship.
3. Step relationship is the same as a blood relationship.
4. A relationship by marriage (affinity) terminates if death or divorce occurs.

APPENDIX II - EMPLOYMENT ELIGIBILITY VERIFICATION FORM

[Employment Eligibility Verification Form](#)

APPENDIX III – INJURY REPORT FORM

[Employee Report of Injury](#)