

## *Preface*

This is your personal copy of the Universal Manual for faculty and administrative staff at St. Ambrose University. This manual is intended to provide general guidance concerning the University's employment policies, work rules, and employee benefits. This manual is not a contract of employment with the University. There are additional handbooks that include policies applicable to faculty and administrative staff including the Faculty Handbook and Staff Handbook. The policies in this Universal Manual are in addition to the policies set forth in those Handbooks.

The University reserves the right to revise this manual as appropriate, at any time and without any advance notice, and to implement those changes in policy even if they are not communicated in this manual.

It is the policy of this University that any administrative staff employee may voluntarily end their employment at any time, and may be terminated by the University at any time and for any reason. Any statements, verbal or written, to the contrary, unless in writing and signed by the University's president, are disavowed by the University and should not be relied upon by any employee.

This Universal Manual replaces certain policies that were previously set forth in other handbooks and manuals, including certain policies that were previously set forth in the Faculty Handbook and Staff Handbook. This Universal Manual is an informational guide for all present and future faculty and administrative staff employees of the University. There are some notations in this Universal Manual regarding policies applicable to students, and the purpose of those references is for a complete policy reference, but this Universal Manual is not otherwise applicable to students.

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# *Universal Manual for Faculty & Administrative Staff*

## **The University Organization and Governance**

### Section 10.000

#### 10.100 **History**

- 10.101 The institution of higher education known today as St. Ambrose University was established for young men in 1882 by the first bishop of Davenport, the Most Reverend John McMullen, D.D.
- 10.102 Classes were held in two rooms at the old St. Marguerite's School. Rev. A.J. Schulte served as the first president of St. Ambrose.
- 10.103 The school was moved to the Locust Street Campus in 1885, when the central unit of the present Ambrose Hall was built. That same year, St. Ambrose was incorporated as "a literary, scientific and religious institution." The articles of incorporation stated: "No particular religious faith shall be required of any person to entitle him to admission to said seminary."
- 10.104 By the turn of the century a clearer division was being made between the high school program and the college program. In 1908 the name of the institution was officially changed to "St. Ambrose College" to more clearly reflect the emergent reality. Night school classes were inaugurated in 1924, and the first session of summer school was held in 1931.
- 10.104 From the outset St. Ambrose tended toward its present broad liberal arts program involving Catholics of all vocations and young people of all faiths.
- 10.105 St. Ambrose College became a co-educational institution in April 1968, with the announcement that women would be admitted as full-time students in all academic departments of the University. Earlier women had enrolled in the late afternoon and evening courses, constituting in the decade of the 1940s the "Women's Division of St. Ambrose College."
- 10.106 In 1977, St. Ambrose began offering its first master's degree program, and in 1998 its first doctoral program.
- 10.107 In 1987, St. Ambrose College became St. Ambrose University at the direction of the Board of Trustees.
- 10.108 St. Ambrose University is accredited by and a member of the Higher Learning Commission ([www.hlcommission.org](http://www.hlcommission.org); 800.621.7440 / 312.263.0456; [info@hlcommission.org](mailto:info@hlcommission.org))

#### 10.200 **Beliefs**

- 10.201 St. Ambrose University, rooted in the Catholic tradition, believes in the inherent God-given dignity and worth of every individual. As a community of faith, learning and justice:
- 10.202 We believe that as individuals we are capable of living in the fullest measure when our lives are freely based on a system of values which acknowledge the reality of a loving God and the necessity of a life-affirming moral code.
- 10.203 We believe that in order to achieve the fullest measure of human potential, we need to develop a broad awareness of human cultures, achievements, capabilities and limitations, and to learn specific skills so that we might use our talents in the service of other people and the world in which we live.
- 10.204 We believe that freedom exercised in a responsible fashion is necessary for our full personal development and for the highest development of society.

10.205 We believe, therefore, that people today, as always, need the opportunity for systematic exposure to professional and career education based on the foundation of the liberal arts in an atmosphere where academic freedom is clearly recognized and cherished.

10.300 **Mission**

10.301 The mission of St. Ambrose University—an independent, diocesan, Catholic institution of higher learning—is to enable all its students to develop intellectually, spiritually, ethically, socially, artistically and physically to enrich their own lives and the lives of others.

10.302 The mission is lived in an atmosphere that fosters mutual respect and stresses excellence in student-centered teaching and learning. St. Ambrose University facilitates learning, scholarship and service through quality instruction grounded in the liberal arts along with pre-professional, professional and career preparation. The University offers developmental, enrichment and life-long learning programs to meet the individual needs of its diverse student body.

10.303 St. Ambrose University grants baccalaureate degrees and graduate degrees in professional curricula through the doctoral level, as well as non-degree offerings at the undergraduate and graduate levels. The University offers programs and courses using a variety of delivery systems at its main campus in Davenport, at other locations in the State of Iowa and through collaborative agreements with other organizations around the world.

10.350 St. Ambrose University will be recognized as a leading Midwestern university rooted in its diocesan heritage and the Catholic Intellectual Tradition. Ambrosians are committed to academic excellence, the liberal arts, social justice and service.

10.400 **Governance**

10.401 **The Legal Corporation**

The final institutional authority at St. Ambrose University is lodged in a self-perpetuating board of trustees. It delegates the conduct of administration to the President, the conduct of teaching and research to the faculty under the concurrent authority of the President. The board consists of no more than thirty-five (35) trustees. Ex-officio members: The Bishop of the Roman Catholic Diocese of Davenport as Chair and the President of the University as the secretary-treasurer of the corporation. The officers of the Corporation are the chair, three Vice Chairs, Secretary/Treasurer, and Assistant Secretary/Treasurer. The first Vice Chair is the Vicar General of the Roman Catholic Diocese of Davenport; the second and third Vice Chairs are lay members of the Board. Ex-officio non-voting members of the corporation are Faculty Assembly Chair, Staff Assembly President, Student Government Association President, Graduate Student Government Association President, Alumni Association President, and a representative of the priests of the Diocese of Davenport.

10.402 The term of office of an elected voting member of the board is five years, with possibility of re-election. The board bears full responsibility for the University as a corporate entity, approves all major changes in its educational program, is concerned with its expansion and development, and chooses or removes the President of the university after due consultation with representatives of the University community. It also acts on the budget.

**Equal Employment Opportunity Policy**

Section 21.000

It is the policy of the University to provide equal opportunity in all terms and conditions of employment and education for all faculty, staff and students. The intent of this policy is to prohibit discrimination (including sexual harassment) and to promote the full realization of equal employment opportunity in all faculty, staff and student aspects of the University.

The University will provide equal opportunities for all qualified individuals and will promote the full realization of equal opportunity through positive programs. This policy of equal employment opportunity applies to all individuals in every aspect of education, employment policy and practice.

The University is an Equal Opportunity Employer and provides that employment, salaries and access to education are determined and maintained on a basis that does not discriminate against any employee or applicant for employment on the basis of age, color, physical or mental disability, national origin, race, religion, creed, sex, military or veteran status, sexual orientation, gender identity, pregnancy, or any other protected category under applicable local, state or federal law. The University reserves the right to impose qualifications based on religion if a bona fide occupational qualification is reasonably necessary for the operation of the University.

This policy will be communicated to all employees in various ways including, but not limited to, those set out in 26.500.

- 21.110 **For Procedure for Filing a Complaint.** Any employee or student who believes that they have been done an injustice through action of another employee, supervisor, teacher, student or other person acting for the University may bring a grievance under the procedures set out in (Section 29.000) in the Universal handbook.
- 21.111 **Retaliation.** Any retaliatory action of any kind taken by any employee or student of the University against other employee or student of the University as a result of that person's seeking redress under these procedures, cooperating in an investigation, or other participation in any proceedings under these procedures is prohibited and shall be regarded as a separate and distinct grievable matter under these procedures.

## **Employee Selection Procedures**

### Section 22.000

The University's employee selection procedures aim to provide the most qualified applicant for each available position. The University's future prosperity depends to a large extent on the hiring decisions made at all levels today. These guidelines and more detailed procedures can be found in the Staff and Faculty Handbook.

- 22.100 Any offer of employment is contingent upon the applicant's ability to comply with Department of Homeland Security regulations establishing their identity and right to work. Applicants are required to complete an I-9 form and provide proof of their identity and their ability to work in this country.
- 22.110 **Background Checks.** St. Ambrose University is responsible for safeguarding the resources of the University through a variety of methods, including effective pre-employment and employment practices.
- 22.120 Candidates may be informed that their employment with St. Ambrose University is contingent on the successful completion of a background check. In addition, if an employee seeks to change positions at St. Ambrose University, they are considered a candidate and a background check may be required. St. Ambrose University may use a third party to conduct background checks.
- 22.130 Candidates will be required to sign an authorization for a background check. Candidates that provide false or misleading information in their application and/or authorization may be eliminated from any further consideration. Candidates are expected to provide accurate and complete information and candidates may not omit any material information.

- 22.140 The information that may be gathered during a background check includes, but is not limited to, the following illustrative examples:
- Address history
  - Criminal history (including sex offender history)
  - Credit reports
  - Educational and licensure records
  - Driving records
  - Civil court filings
- 22.150 All background checks will be conducted in compliance with the federal Fair Credit Reporting Act (FCRA), and all other applicable local, state and federal laws and regulations. Applicants and employees will be informed of their rights to receive a copy of certain documents including “investigative consumer reports.”
- 22.160 Having adverse information, including a criminal history or conviction, does not automatically preclude a candidate’s eligibility for employment. The nature and seriousness of the offense, the date of the offense, surrounding circumstances, and the relevance of the offense to the specific position at issue will be considered by St. Ambrose University.
- 22.170 In the event issues are raised during the background check that impact the hiring decision, St. Ambrose University will revoke the offer of employment or transfer. In addition, St. Ambrose will revoke an offer of employment if there is a finding of falsification, misrepresentation, or omission of facts on any documentation submitted by a candidate.
- 22.180 The results of background checks will be maintained in confidential files at St. Ambrose University.
- 22.190 Applicants convicted of felonies may be hired with the written consent of the director of human resources and the concerned department head. Employee selection managers and human resources representatives should remember that the university does not ask any applicant whether they have been arrested, questioned, detained or otherwise in police custody. The university reserves the right to thoroughly explore and consider conviction records.
- 22.210 **Employees with Disabilities.** In accordance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, and applicable state laws, St. Ambrose University strives to make its application, hiring and work environment accessible to all. The University will provide accommodations to qualifying individuals, and applicable federal and state laws govern these determinations. If you believe you are in need of an accommodation, you should notify your supervisor or the Human Resources Department. The University will consider requests for accommodations, but accommodations that would impose an undue hardship on the University cannot be made. In all cases, information regarding an employee’s disability will be kept in the strictest of confidence and only shared with employees with a need to know the information.
- 22.300 **Hiring of Relatives.** The university may hire relatives of current employees. However, relatives may not work in a manager-subordinate relationship. For purposes of this policy, “relative” means spouse, mother or father, son or daughter, and brothers or sisters. The university may employ relatives for temporary positions, or offer summer employment to employees’ children. Any relative hired by the university must meet all selection standards and fulfill all job qualifications

## **Employee Classifications**

### Section 23.000

For purposes of salary administration, employment and other human resources matters, it is necessary to classify employees. The terms which denote these categories will be used throughout this manual. Wherever used, their meaning will be as follows:

- 23.100 **Regular Employee.** An employee who is hired with an expected tenure of 90 days or longer. Such employees may be further classified as employee full-time or employee part-time.
- 23.101 **Full-time.** An employee who is scheduled to work a minimum of 32 hours per week on a 12-month basis or 1664 hours per year. Such employees are eligible for all University benefits provided they meet requirements specified in the individual benefit plans.
- 23.102 **Part-time.** An employee who is scheduled to work less than 32 hours per week (1664 hours per year) and more than 20 hours per week (1040 hours per year) on a 12-month basis. Part-time employees are eligible for some University benefits as described in the benefits section (33.000).
- 23.103 **Full-time Faculty.** A contract employee of the University who teaches a full-time load that is equivalent to 12 credits or a combination of credits and administrative responsibilities. Such employees are eligible for all university benefits provided they meet requirements specified in the individual benefit plans.
- 23.104 **Part-time Faculty.** A contract employee of the University who teaches less than the average full-time load. Such employees are eligible for a limited amount of University benefits provided they meet requirements specified in the individual benefit plans.
- 23.105 **Adjunct Faculty.** A contract employee who may teach one to two courses a semester on a temporary basis, depending on the department's needs. Such employees are eligible for a limited amount of University benefits provided they meet requirements specified in the individual benefit plans.
- 23.200 **Introductory Employee.** An employee, either part-time or full-time during the first 90 days of employment, whose benefits are based on the initial date of employment after satisfactorily completing the introductory work period. Introductory employees are not eligible for bonuses or wage increases which might occur during their introductory period. The introductory period can be extended up to an additional 60 days.
- 23.300 **Temporary Employee.** An employee who is engaged in work full-time or part-time, with the understanding that their employment will be terminated as of a specific date or upon completion of a specific assignment. Temporary employees are not eligible for University benefits of any kind. At the end of 90 days this temporary status will be reviewed by the vice president of the area involved to extend the temporary status, terminate the status or change the status to regular full or part-time employment. After initial review, the temporary status will be reviewed monthly.
- 23.400 **Exempt (Salaried) and Non-Exempt (Hourly) Employees.** The Fair Labor Standards Act, as amended, is a federal law, administered by the U. S. Department of Labor, which specifies wage and overtime requirements for employees considered to be non-exempt from its provisions. Employees who are not covered by the law, as determined by the type of work they perform and/or their earnings level, are considered to be exempt from its provisions. Generally, an exempt employee is a person who holds an executive, administrative or professional position and includes teachers, computer employees, outside sales employees, or highly compensated employees and who spend their time on duties that require the exercise of independent judgment and discretion. The final decision as to whether an employee is to be considered exempt or non-exempt rests with the Director of Human Resources.

## **Orientation Program**

### Section 24.000

It is University policy to acquaint new employees with their duties and make them feel a part of the University as quickly as possible. It is the duty of the human resources office to acquaint new employees with the University's benefit programs and regulations regarding absences, illness, etc. It is the responsibility of the new employee's immediate supervisor to instruct the new employee in their job responsibilities, and to introduce the new employee as appropriate. The human resources office also serves

to assist with new employee's general introduction to campus life and resources.

This manual will be used to acquaint the new employee with University history and operations in addition to University policies that employees need to know about. The human resources office will distribute and explain this manual to new employees, and will answer the new employee's questions regarding the material in it.

- 24.100 Mentor Program – Program strives to foster a cooperative network among full-time staff, as well as to cultivate a sense of community on campus. For more information, see the Staff Handbook section.

### **Suggestion Procedure**

#### Section 25.000

- 25.100 Consistent with the University's policy of open communication, employees are encouraged to utilize the following formal suggestion procedure.
- 25.101 Obtain a suggestion form from the Director of Human Resources, or use the form in the back of this manual.
- 25.102 Complete the form, signature optional.
- 25.103 Give the form to the Director of Human Resources.
- 25.200 All suggestions will be forwarded to the appropriate departments.
- 25.300 Suggestions may also be submitted to the Staff Assembly or Faculty Assembly.

### **Employee Privacy**

#### Section 26.000

St. Ambrose University firmly believes in respect for the rights and dignity of each employee. St. Ambrose University sets forth as its goal the protection and enhancement of the individual employee's right to privacy. To achieve this goal, the University adopts these principles:

- 26.001 St. Ambrose University will request and retain only that information required for business and/or legal purposes.
- 26.002 The principal guideline for gathering such personal information will be a business "need to know."
- 26.003 St. Ambrose University will protect the confidentiality of all personal information in its records and files.
- 26.004 St. Ambrose University guarantees the right of each employee to correct inaccurate information by providing documentation, and to express disagreement with information in their records (see 26.312).
- 26.005 St. Ambrose University will strictly limit the internal availability of personal information to those University officials with a "need to know."
- 26.006 St. Ambrose University will refuse, except in specific circumstances, to release personal information to outside sources without the employee's written approval. Exceptions are limited to simple employment verification and legal requirements, such as responding to a subpoena.
- 26.007 St. Ambrose University requires each employee to strictly adhere to these policies and practices. Violations are subject to appropriate disciplinary action.

- 26.008 All information and data collected or developed by St. Ambrose University related to cost, utilization, outcomes, quality and financial performance during the term of the following policies: health, dental, healthcheck360, disability, life, workmen's compensation or vision, shall be used solely for the purpose of fulfilling the duties as plan administrator and/or sponsor of the benefits and shall not be disclosed or otherwise made available to any entity or person except those employees or agents who have a legitimate need to have knowledge of the information. St. Ambrose University agrees to maintain the confidentiality of all information and to adopt any safeguards necessary to ensure that such information remains confidential.
- 26.009 Administrators in the following positions are acknowledged to have a legitimate need to know for insurances set out in 26.008: Vice President for Finance, Director of Human Resources, and Human Resource Generalist. Depending on the specific circumstances, other University officials may also have a "need to know" this information.
- 26.100 **Collection and Retention of Personal Information.** St. Ambrose University will gather all necessary information directly from the employee, except for references required on a job application and performance evaluations by superiors.
- 26.101 St. Ambrose University will follow the requirements of equal employment opportunity laws and other federal regulations regarding the collection of information from job applicants and employees.
- 26.102 St. Ambrose University will rely on legally acceptable methods of hiring job applicants.
- 26.110 **Human Resources File.** St. Ambrose University maintains human resources files that contain only appropriate information. The University maintains a separate confidential medical file. Appropriate information categories for the human resources files are determined by the Director of Human Resources within strict limits. They include, but are not limited to:
- 26.111 Employment application information, including application form, reference checklists and forms, I-9 eligibility documents, interviewers' reports and test reports.
- 26.112 All written performance evaluations. (Staff only)
- 26.113 Letters of commendation or other recognition of excellent performance.
- 26.114 All notices of suspension, disciplinary action or termination.
- 26.120 **Inappropriate Personal Information.** St. Ambrose University will not collect or retain the following information in human resources files:
- 26.121 Lists of hobbies or outside activities unless supplied voluntarily by the employee on the employment application.
- 26.122 Birth certificates, or other personal documents for which the University has no business need to know.
- 26.123 Information on an employee's credit worthiness and financial standing or the like, unless directly related to the employee's job duties.
- 26.130 **Supervisor's Personal Records.** The University suggests that the information about an employee which a supervisor may keep in their possession may include:
- 26.131 One year's attendance record. (Staff only)
- 26.132 Most recent performance evaluation. (Staff only)
- 26.133 Notes, memos or documents relating to an employee's job performance since the last performance evaluation.

- 26.140 **Review and Deletion of Information.** The human resources office will periodically review each employee's human resources file and the information contained in it. Information determined to be inappropriate or outdated will not be deleted from the file without employee's consent.
- 26.200 **University Officials' Access to Employee Records.** Access to employee personal information is prohibited to other employees with the following exceptions:
- 26.201 Human resources office representatives authorized by the Director of Human Resources. They must have a business need to know.
- 26.202 The direct superior of an employee's supervisor with a legitimate need to know, such as review of performance evaluations or discussion of enhanced job opportunities for the concerned employee.
- 26.203 The University's legal counselors who have a business need to know as determined by the Director of Human Resources.
- 26.300 **Employee Access to Human Resources Files.** Any employee may choose to see their personnel file.
- 26.310 **Employee Access Requests.** An employee's request to see their personal information files should be granted as soon as possible.
- 26.311 The employee has the right to inspect their file in private and request a single copy of each page.
- 26.312 No employee is allowed to remove any item from their human resources file. If an employee disagrees with any information, they must immediately notify either their supervisor or the human resources representative. They may request a correction, a deletion, or write a statement of disagreement with any item in the file, but the supervisor or human resources representative must be present when the correction, deletion or disagreement is placed in the file.
- 26.400 **Disclosure of Employee Information.** All requests for information about a current, retired or terminated employee must be referred to the Director of Human Resources, who will obtain the written consent of the individual before releasing any information contained in a current or former employee's file to an outside source. Exceptions to this rule include:
- 26.401 Disclosure to prospective employers of dates of employment, final title or position and job location.
- 26.402 With an employee's permission, the general accounting office and human resources office may release a five-year employment and salary history.
- 26.403 Duly authorized and served requests from law enforcement agencies, including investigations, summonses, subpoenas, judicial orders, and in response to legal proceedings.
- 26.500 **Communication of Privacy Policies.** St. Ambrose University will take every opportunity to publicize its privacy policies and practices to employees. These methods include, but are not limited to:
- 26.501 Publication of basic policies and practices in the universal/staff manual.
- 26.502 Discussion during new employee orientation programs.
- 26.503 Detailed discussion as part of management training programs.
- 26.504 Dissemination to the general public.

26.600 **Protection of Confidentiality.** The Director of Human Resources in conjunction with the offices of campus security, information technology, and general accounting must have as a primary goal the development of proper computer and physical systems to protect the confidentiality of employee records and files. The Director of Campus Security and the Director of Information Technology have special responsibilities to make these systems as secure as possible.

The Director of Human Resources has a special responsibility to develop a departmental structure which strictly limits human resources employees' access to records other than those for which they have a business need to know.

## **Business Ethics**

### Section 27.000

All members of the University community, including faculty, exempt and non-exempt administrative staff should conduct themselves in an honorable and just manner. Members' personal lives and business actions should reflect compatibility with the heritage and mission of the University as well as accepted ethical and business practices. At no time should a member bring undue scandal, adverse publicity or harm to another person, organization or group. Abuse of this policy may result in disciplinary action (see 33.000 & 3.4.6).

### Section 28.000

#### **Section 28.000 Compliance With Title IX, Equal Opportunity, Harassment and Nondiscrimination**

St. Ambrose University is committed to providing a work and educational environment that is free from discrimination, harassment, and retaliation. The University complies with the requirements of Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, as amended, Title VII, and all other applicable federal, state and local laws. The details of this Policy and how reports of any violation of this Policy should be made are set forth in detail below.

The University has appointed a Title IX Coordinator, which is:

Kevin Carlson  
Director of Compliance  
518 W. Locust St.  
Davenport, Iowa 52803  
563-333-6070  
[carlsonkevin@sau.edu](mailto:carlsonkevin@sau.edu)

The Deputy Coordinators under this Policy are:

- Christopher Waugh, Dean of Students
- Audrey Blair, Director of Human Resources
- Kristina Kistler, Senior Woman Administrator/Director of Compliance
- Ryan Saddler, Director of Accessibility Resource Center.

Together with the Title IX Coordinator they oversee implementation of the University's policy on equal opportunity, harassment, and nondiscrimination.

All reports of discrimination, harassment, and/or retaliation should be reported to Kevin Carlson, Director of Compliance or to the Deputy Coordinators as follows:

- **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259. [waughchristophera@sau.edu](mailto:waughchristophera@sau.edu)
- **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6191. [blairaudreyd@sau.edu](mailto:blairaudreyd@sau.edu)
- **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233. [holmesmichaels@sau.edu](mailto:holmesmichaels@sau.edu)

- **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275.  
[saddlerryanc@sau.edu](mailto:saddlerryanc@sau.edu)

All complaints and reports should be promptly made, and all reports will be acted upon promptly. The University will make every effort to preserve the privacy of reports consistent with conducting an effective investigation. Reports of discrimination, harassment, and/or retaliation by any of the Coordinators listed above should promptly be reported to

- Kevin Carlson, Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6070. [carlsonkevin@sau.edu](mailto:carlsonkevin@sau.edu)  
Concerns regarding the Director of Compliance should be directed to Audrey Blair, Director of Human Resources.

This Policy applies to conduct that takes place on campus, at University-sponsored events, and off-campus and online when the University determines that the off-campus conduct affects a substantial University interest. Conduct not covered under Title IX will be addressed through a separate student conduct process. A substantial University interest as defined in this Policy includes:

- a) Any action that constitutes a criminal offense as defined by federal or Iowa state law;
- b) Any situation where it appears that the accused individual may present a danger or threat to the health or safety of self or others;
- c) Any situation that significantly impinges upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or
- d) Any situation that is detrimental to the educational interests of the University.

Inquiries about this policy and procedure may be made to the Title IX Coordinator, or the Deputy Coordinators listed above. In addition, Inquiries may be made externally to:

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

Equal Employment Opportunity Commission (EEOC)  
Contact: <http://www.eeoc.gov/contact>

Conduct in violation of this Policy can also be reported to:  
Campus Security (911 from any campus phone)  
Davenport Police Department (911 for emergency, non-emergency 563-326-7979)  
Anonymous reporting is available in the St. Ambrose LiveSafe application.

### **28.100 University Policy on Nondiscrimination**

The University adheres to all applicable federal and state laws banning discrimination in private institutions of higher education. The University administers its educational programs under its policy that all admissions criteria, services, programs, housing decisions, and employment decisions are determined and maintained on a basis that does not discriminate against any employee (as used herein "employee" includes all faculty, administrative, and staff employees), applicant for employment, student or applicant for admission on the basis of race, color, creed, sex, sexual orientation, gender identity, religion, military or veteran status, national origin, physical or mental disability, pregnancy, age, or any other protected category under applicable local, state or federal law.

The University reserves the right to impose qualifications based on religion if a bona fide occupational qualification is reasonably necessary for the operation of the University.

This Policy also prohibits any retaliatory action against any employee, applicant for employment, student, or student applicant for reporting any discrimination or harassment, or participating in any grievance or process conducted by the University or a human rights agency. This Policy covers nondiscrimination in employment and in access to educational opportunities. Therefore, any member of the campus community, guest or visitor who acts to deny, deprive or limit the educational, employment, and/or residential, benefits and/or opportunities of any member of the campus community on the basis of their actual or perceived membership in the protected classes listed above is in violation of the University policy on nondiscrimination. When brought to the attention of the University, the University will take appropriate actions after the processes set forth in this Policy have been followed, and individuals who violate this Policy will be subject to discipline and corrective action up to and including termination of employment or expulsion.

#### **28.101 University Policy on Accommodation of Disabilities**

The University is committed to full compliance with the Americans With Disabilities Act as amended by the Americans with Disabilities Amendments Act (ADAAA), and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws pertaining to individuals with disabilities. Under the ADAAA, a person has a disability if he or she has a physical or mental impairment that substantially limits a major life activity. The ADAAA also protects individuals who have a record of a substantially limiting impairment, or who are regarded as disabled by the institution. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking or caring for oneself.

##### **a. Students with Physical or Mental Disabilities**

The University is committed to providing qualified students with physical or mental disabilities with reasonable accommodations and support needed to ensure equal access to the academic programs and activities of the University. For students and student applicants, the Director of the Accessibility Resource Center has been designated as the ADA/504 Coordinator responsible for coordinating compliance with these disability laws, including investigation of any grievance alleging noncompliance. Students seeking information about a disability or an accommodation of a disability should contact the Accessibility Resource Center, St. Ambrose University, Lower Cosgrove Hall, 518 W. Locust St., Davenport, Iowa, 52803, phone 563-333-6275. Details are also set forth in the Accessibility Resource Center Student Handbook, which is available at [www.sau.edu/arc](http://www.sau.edu/arc).

##### **b. Employees with Physical or Mental Disabilities**

In accordance with the ADA as amended by the ADAAA, and applicable state law, the University will provide reasonable accommodation(s) to all qualified employees, and applications for employment, and applicable federal and state laws govern these determinations. The Director of Human Resources coordinates compliance with the disability laws for employees. Employees and applicants for employment with questions regarding a disability or accommodation should contact the Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, 563-333-6191.

An employee seeking an accommodation for a disability is responsible for notifying their supervisor or the Human Resources Department. The supervisor, in coordination with the Human Resources Department, will consider requests for accommodations. Any information disclosed regarding an employee's disability will be kept in the strictest confidence and only shared with employees who have a need to know the information. A requested accommodation that would place an undue burden on the University cannot be made. Additional information regarding accommodations is available for staff members in the [Staff Handbook](#) and for faculty members in the [Faculty Handbook](#).

#### **28.102 University Policy Prohibiting Discriminatory Harassment**

Employees, applicants for employment, students or applicants for admission are entitled to a working and educational environment free of harassment. The University's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that includes germane, but controversial or sensitive subject matters protected by academic freedom. The sections below describe the specific forms of legally

prohibited harassment that are also prohibited under the University policy. This Policy applies to all employees, applicants for employment, students, applicants for admission, guests, agents, vendors, and other individuals while on the University campus or while participating in University-sponsored activities on or off-campus.

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

A hostile environment may be created by oral, written, graphic, online, or physical conduct that is sufficiently severe, pervasive and objectively offensive that it interferes with, limits or denies the ability of an individual to participate in or benefit from educational programs or activities, or interferes with or limits the ability of an individual's employment access, benefits or opportunities.

The University is committed to providing and maintaining a positive learning and working environment for all employees, applicants for employment, students, applicants for student admission, and other members of the University community. It is a violation of this policy to harass a student, student applicant, employee or applicant for employment because of their protected characteristics. As used in this Policy, harassment consists of unwelcome conduct, whether verbal, physical or visual (including but not limited to online activity or other use of electronic devices) that is based on an individual's protected characteristics including race, color, sex, sexual orientation, gender identity, religion, military or veteran status, physical or mental disability, pregnancy, age, or any other characteristic protected by federal, state or local laws (throughout this Policy these are referred to as "protected status"), and that

1. Has the purpose or effect of creating an intimidating, hostile or offensive educational or working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's educational or work performance.
3. Otherwise adversely impacts an individual's educational or employment opportunities.

Harassment based on any protected characteristics can be oral, written, graphic, digital, or physical conduct that is sufficiently severe, pervasive, and persistent so as to interfere with or limit the ability of an individual to participate or benefit from the University's programs or activities, or creates an intimidating, threatening, abusive or hostile educational or work environment.

Some examples of what may be considered harassment, which are illustrative and not exhaustive,

- **Verbal Harassment:** repeated sexual innuendos; racial or sexual epithets; derogatory slurs; name calling; propositions; threats; certain suggestive or insulting sounds that are oriented to an individual's protected status; or jokes and graphic comments about an individual's protected status.
- **Visual/Non-Verbal Harassment:** derogatory posters; cartoons or drawings; suggestive objects or pictures; unwanted love letters or notes; online postings, leering; or obscene gestures.
- **Physical Harassment:** unwanted physical contact including touching, interference with an individual's normal movement, pinching, patting, grabbing, or brushing against another individual; coerced sexual intercourse or sexual assault; or otherwise assaulting another individual.
- **Sexual Harassment:** As defined below.

Any student, student applicant, employee or applicant for employment who believes they have witnessed or have been subjected to discrimination or harassment should immediately report the incident to Kevin Carlson, Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, 563-333-6070 or one of the deputies listed below:

- **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259. [waughchristopher@sau.edu](mailto:waughchristopher@sau.edu)
- **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6191. [blairaudreyd@sau.edu](mailto:blairaudreyd@sau.edu)

- **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233.  
[holmesmichaels@sau.edu](mailto:holmesmichaels@sau.edu)
- **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275.  
[saddlerryanc@sau.edu](mailto:saddlerryanc@sau.edu)

If the individual believes that the appropriate Deputy Coordinator is responsible for the conduct that violates this Policy, the individual should immediately report the incident to Kevin Carlson, Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, 563-333-6070. Reports regarding conduct of the Director of Compliance should be directed to Audrey Blair, Director of Human Resources.

Any report of discrimination or harassment will be investigated thoroughly and promptly. Confidentiality will be maintained to the extent it is consistent with an effective investigation. After the processes that are set forth in this Policy have been exercised, if there is a finding of a violation of this Policy, corrective action will be taken by the University consistent with the processes set forth in this Policy, and as appropriate under the circumstances, which may include discipline of an employee up to and including termination of the person found to have violated this Policy, and discipline of students found to have violated this Policy up to and including expulsion.

Persons who, after being accorded the processes described in this Policy, are found to have violated this Policy may be terminated from their employment, suspended or expelled from the University, removed from the University community, or have other penalties or discipline imposed upon them as deemed appropriate. If conduct in violation of this Policy occurs as part of the organized activity of any group or organization affiliated with the University, and the group or organization, after being accorded the processes described in this Policy, is found to have violated this Policy, they shall also be subject to disciplinary action and possible penalties including denial of the right to continue to exist as a University organization.

No form of retaliation (or "getting even") will be allowed against any individual who reports a violation of this Policy. It is a violation of this Policy to retaliate against any individual who reports an incident of harassment or discrimination under this Policy, cooperates in any way with an investigation and/or grievance of an alleged incident of harassment or discrimination, or files a complaint with the EEOC or state or local commission. Any individual who believes they have experienced or witnessed any retaliation after making a report under this Policy should immediately report the incident to Kevin Carlson, Director of Compliance or to the Deputy Coordinators listed above.

Offensive conduct and/or harassment that does not rise to the level of discrimination or harassment, or that is not on the basis of a protected status may not result in the imposition of discipline under this Policy, but may be addressed through civil confrontation, remedial actions, education and/or effective conflict resolution mechanisms. For assistance with conflict resolution techniques, employees should contact the Director of Human Resources and students should contact the Dean of Students, at the contact information listed above.

## **B. Sexual Harassment**

Conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual's participation in unwanted sexual conduct. (Quid Pro Quo)
2. Unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's educational program or activity.
3. Any of the following:
  - a. **Sexual Assault:** An offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of

the victim. (This includes the offenses of rape, sodomy, and sexual assault with an object)

- b. **Dating Violence:** 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 shall be determined based on a consideration of the following factors:
    - a. The length of the relationship.
    - b. The type of relationship.
    - c. The frequency of interaction between the persons involved in the relationship.
- c. **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed
  1. By a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common
  2. By a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
  3. By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
  4. 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 the jurisdiction.
- d. **Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to
  1. Fear for his or her safety or the safety of others; or
  2. Suffer substantial emotional distress.

The following are brief examples, not exhaustive lists, of sexual harassment and conduct that violates this Policy:

- Explicit sexual propositions;
- Sexual innuendo or jokes that are based on sex (jokes of this nature in text messages, social media, and e-mail format are also expressly prohibited);
- Repeated unwanted sexual flirtations, advances, or propositions;
- Sexually oriented teasing, practical jokes;
- Physical contact, which may include: blocking movement, touching, pinning, pinching, patting, brushing, or poking another employee's body; or
- Treating people differently, even in non-sexual ways, solely because of their gender.
- A professor insists that a student have sex with him/her in exchange for a good grade. This is a violation of this Policy regardless of whether the student accedes to the request.
- A student repeatedly sends sexually oriented jokes around on an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are displayed in a Faculty Member's office or on the exterior of a residence hall door.
- Two University supervisors frequently 'rate' several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance.
- A Faculty Member engages students in her class in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. She probes for

explicit details, and demands that students answer her, though they are clearly uncomfortable and hesitant.

- Male students take to calling a particular brunette student "Monica" because of her resemblance to Monica Lewinsky. Soon, everyone adopts this nickname for her, and she is the target of relentless remarks about cigars, the president, "sexual relations," and Weight Watchers.

Sexual harassment can occur between any two people regardless of gender identity. In addition, the harasser can be a co-worker, a supervisor, an administrator, a faculty member, a student, an instructor, or a third party such as a vendor or supplier to the University. While sexual harassment often takes place in a situation of power differential between persons involved, this Policy recognizes that sexual harassment may occur between persons of the same status e.g., student to student; faculty member to faculty member; staff member to staff member.

Any student, student applicant, employee or applicant for employment who believes they have witnessed or have been subjected to discrimination or harassment should immediately report the incident to Kevin Carlson, Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, 563-333-6070 or one of the deputies listed below:

- **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259. [waughchristophera@sau.edu](mailto:waughchristophera@sau.edu)
- **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6191. [blairaudreyd@sau.edu](mailto:blairaudreyd@sau.edu)
- **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233. [holmesmichaels@sau.edu](mailto:holmesmichaels@sau.edu)
- **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275. [saddlerryanc@sau.edu](mailto:saddlerryanc@sau.edu)

If the individual believes that the appropriate Deputy Coordinator is responsible for the conduct that violates this Policy, the individual should immediately report the incident to Kevin Carlson, Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, 563-333-6070. Reports regarding conduct of the Director of Compliance should be directed to Audrey Blair, Director of Human Resources.

Any report of sexual harassment will be investigated thoroughly and promptly. Confidentiality will be maintained to the extent it is consistent with an effective investigation. If an investigation confirms a violation of this Policy, corrective action will be taken by the University as appropriate under the circumstances, consistent with this Policy, which may include discipline of an employee up to and including termination of the person found to have violated this Policy, and discipline of students found to have violated this Policy up to and including expulsion.

No form of retaliation (or "getting even") will be allowed against any individual who reports a violation of this Policy. It is a violation of this Policy to retaliate against any individual who reports an incident of harassment or discrimination under this Policy, cooperates in any way with an investigation and/or grievance of an alleged incident of harassment or discrimination, or files a complaint with the EEOC or state or local commission. Any individual who believes they have experienced or witnessed any retaliation after making a report under this Policy should immediately report the incident to Kevin Carlson, Director of Compliance or to the Deputy Coordinators listed above.

### **28.103 Policy Concerning Consensual Relations Between Faculty Members/Staff and Students**

In order to foster an environment for learning and to avoid the potential for exploitation, employees of the University (including faculty, staff and administration) shall not have any dating, romantic, or sexual relationship (even if it is deemed to be consensual) with a student where the employee has direct supervision or control over the student which includes, but is not limited to, the following:

1. The student is enrolled in a course taught by the faculty member
2. The faculty member has another form of direct professional responsibility or supervision over the student.
3. The faculty or staff member is in a position to evaluate or supervise the student in another capacity, examples of which include, but are not limited to, a work-study situation, independent study, or faculty advisor situation.
4. The faculty or staff member is coaching the student.

Even in situations where a faculty or staff member does not have any of the relationships outlined above; dating, romantic or sexual relationships between students and faculty or staff are strongly discouraged by the University because of the difference in position, experience of the parties involved, and the potential for exploitation. In addition, faculty and staff members who engage in this type of conduct expose themselves to potential legal claims with serious potential repercussions in their future employment with the University. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this Policy.

Faculty and staff members are expected to conduct themselves in a professional manner at all times.

### **28.104 Sexual Misconduct and Sexual Violence**

The University will not tolerate any acts of sexual misconduct or sexual violence. The University reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination of students, and termination of employment for employees, for violations of this policy. Specific violations include:

#### **a. Sexual Harassment (as defined in detail above including Sexual Assault, Dating Violence, Domestic Violence, and Stalking.)**

#### **b. Sexual Abuse**

Under University policy, any sex act between persons is sexual abuse by either of the persons when the act is performed with the other person in any of the following circumstances:

- The act is done by force or against the will of the other. If the consent or acquiescence of the other is procured by threats of violence toward any person or if the act is done while the other is under the influence of a drug inducing sleep or is otherwise in a state of unconsciousness, the act is done against the will of the other.
- Such other person is suffering from a mental defect or incapacity which precludes giving consent, or lacks the mental capacity to know the right and wrong of conduct in sexual matters.
- Such other person is a child.

The term "sex act" is any sexual contact between two or more persons by any of the following:

- Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. (This includes the offenses of rape, sodomy, and sexual assault with an object)
- Contact between the finger or hand of one person and the genitalia or anus of another person, except in the course of examination or treatment by a person licensed pursuant to law
- Ejaculation onto the person of another.

Furthermore, an act that is against the will of a person, need not be established by physical resistance, but all circumstances surrounding the action shall be considered in making such a determination.

There are three (3) degrees of sexual abuse:

**First Degree:** A person commits sexual abuse in the first degree when in the course of committing sexual abuse the person causes another serious injury.

**Second Degree:**

A person commits sexual abuse in the second degree when the person commits sexual abuse under any of the following circumstances:

- During the commission of sexual abuse the person displays in a threatening manner a dangerous weapon, or uses or threatens to use force creating a substantial risk of death or serious injury to any person.
- The other person is under the age of twelve.
- The person is aided or abetted by one or more persons and the sex act is committed by force or against the will of the other person against whom the sex act is committed.

**Third Degree:**

A person commits sexual abuse in the third degree when the person performs a sex act under any of the following circumstances:

- The act is done by force or against the will of the other person, whether or not the other person is the person's spouse or is cohabiting with the person.
- The act is between persons who are not at the time cohabiting as husband and wife and if any of the following are true:
  1. The other person is suffering from a mental defect or incapacity which precludes giving consent.
  2. The other person is twelve or thirteen years of age.
  3. The other person is fourteen or fifteen years of age and any of the following are true:
    - a. The person is a member of the same household as the other person.
    - b. The person is related to the other person by blood or affinity to the fourth degree.
    - c. The person is in a position of authority over the other person and uses that authority to coerce the other person to submit.
    - d. The person is four or more years older than the other person.
- The act is performed while the other person is under the influence of a controlled substance, which may include but is not limited to flunitrazepam, and all of the following are true:
  1. The controlled substance, which may include but is not limited to flunitrazepam, prevents the other person from consenting to the act.
  2. The person performing the act knows or reasonably should have known that the other person was under the influence of the controlled substance, which may include but is not limited to flunitrazepam.
- The act is performed while the other person is mentally incapacitated, physically incapacitated, or physically helpless.

**c. Sexual Exploitation**

Sexual Exploitation refers to a situation in which a person takes non-consensual or abusive sexual advantage of another, and situations in which the conduct does not fall within the definitions of sexual harassment, non-consensual sexual intercourse or non-consensual sexual contact. Examples of sexual exploitation include, but are not limited to:

- Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed).
- Taking pictures or video or audio recording another in a sexual act, or in any other private activity without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent).

- Prostitution
- Sexual exploitation also includes engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or other sexually transmitted disease (STD) and without informing the other person of the infection, and further includes administering alcohol or drugs (such as "date rape" drugs) to another person without his or her knowledge or consent.

**d. Other Offenses**

Threatening or causing physical harm, extreme verbal abuse or other conduct which threatens or endangers the health or safety of any person on the basis of their actual or perceived membership in a protected class as defined in this Policy.

Hazing, which is defined in Iowa law as:

1. *a.* A person commits an act of hazing when the person intentionally or recklessly engages in any act or acts involving forced activity which endanger the physical health or safety of a student for the purpose of initiation or admission into, or affiliation with, any organization operating in connection with a school, college, or university. Prohibited acts include, but are not limited to, any brutality of a physical nature such as whipping, forced confinement, or any other forced activity which endangers the physical health or safety of the student.
1. *b.* For purposes of this section, "*forced activity*" means any activity which is a condition of initiation or admission into, or affiliation with, an organization, regardless of a student's willingness to participate in the activity.
2. A person who commits an act of hazing is guilty of a simple misdemeanor.
3. A person who commits an act of hazing which causes serious bodily injury to another is guilty of a serious misdemeanor.

Domestic Abuse, which occurs between those in an intimate relationship to each other, and pursuant to Iowa law domestic abuse occurs when a person commits assault combined with the following circumstances:

- Between family or household members who resided together at the time of the assault.
- The assault is between separated spouses or persons divorced from each other and not residing together at the time of the assault.
- The assault is between persons who are parents of the same minor child, regardless of whether they have been married or have lived together at any time.
- The assault is between persons who have been family or household members residing together within the past year and are not residing together at the time of the assault.
- The assault is between persons who are in an intimate relationship or have been in an intimate relationship and have had contact within the past year of the assault. In determining whether person are or have been in an intimate relationship, the court may consider the following nonexclusive lists of factors:
  - The duration of the relationship
  - The frequency of the interaction
  - Whether the relationship has been terminated
  - The nature of the relationship, characterized by either party's expectation of sexual or romantic involvement
  - NOTE: A person may be involved in an intimate relationship with more than one person at a time.

Stalking, and Iowa law provides that a person commits stalking when all of the following occur:

- a. The person purposefully engages in a course of conduct directed at a specific person that would cause a reasonable person to fear bodily injury to, or the death of, that specific person or a member of the specific person's immediate family.
- b. The person has knowledge or should have knowledge that the specific person will be placed in reasonable fear of bodily injury to, or the death of, that specific person or a member of the specific person's immediate family by

the course of conduct.

c. The person's course of conduct induces fear in the specific person of bodily injury to, or the death of, the specific person or a member of the specific person's immediate family. The following definitions are included in the Iowa stalking law:

- "Accompanying offense" means any public offense committed as part of the course of conduct engaged in while committing the offense of stalking.
- "Course of conduct" means repeatedly maintaining a visual or physical proximity to a person without legitimate purpose or repeatedly conveying oral or written threats, threats implied by conduct, or a combination thereof, directed at or toward a person.
- "Immediate family member" means a spouse, parent, child, sibling, or any other person who regularly resides in the household of a specific person, or who within the prior six months regularly resided in the household of a specific person.
- "Repeatedly" means on two or more occasions. Sanctions for the above-listed conduct range from reprimand up through and including expulsion (students) or termination of employment.

### **28.105 Retaliation**

Retaliation (or "getting even") is as an adverse action taken against a person because of their participation in a protected activity. Retaliation against an individual for reporting a violation of this Policy or participating in an investigation of a violation of this Policy is a serious violation of University Policy. Acts of alleged retaliation should be reported immediately to:

- 1) **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259.
- 2) **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 West Locust Street, Davenport, Iowa 52803, (563) 333-6191.
- 3) **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233.
- 4) **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275.

Any acts of retaliation will be promptly investigated, and any violations will cause the person who violated this Policy to be subject to discipline, which for employees is up to and including termination of employment, and for students discipline up to and including expulsion.

### **28.106 Remedial Action**

The University will implement initial remedial and responsive and/or protective actions upon notice of alleged harassment, retaliation and/or discrimination. Such actions could include but are not limited to: no contact orders, providing counseling and/or medical services, academic support, living arrangement adjustments, providing a campus escort, academic or work schedule and assignment accommodations, safety planning, referral to campus and community support resources. The University will take additional prompt remedial and/or disciplinary action with respect to any member of the community, guest or visitor who has been found to engage in conduct that violates this Policy.

### **28.107 Sexual Assault Awareness Team (SAAT)**

The St. Ambrose Sexual Assault Awareness Team (SAAT) is comprised of campus community members who have been trained to assist students who have experienced sexual violence. SAAT members provide support and help the student explore her/his options and rights. SAAT members' contact information is available on the web at the [SAAT members website](#).

## **28.108 Rights of Students Involved in Incidents of Alleged Sexual Violence**

### **a. Principles**

The University follows these principles regarding individuals involved in allegations of sexual violence:

1. A student subject to sexual violence is encouraged to report it to the Deputy Coordinators listed in this Policy, or to the Title IX Coordinator.
2. Every report of sexual violence will be taken seriously and prompt action will be taken as appropriate. Students who are survivors of sexual violence have the option of notifying campus security and/or the Davenport Police Department. University officials will assist students in contacting the above departments, if desired.
3. A student is not required to file a report to receive support and accommodations where reasonable and appropriate.
4. When appropriate, the University will issue a campus alert or timely notice to campus if the incident reported indicates an on-going risk to the campus community. Any release of information will protect the identity of the victim when notification is issued.
5. Supporting students involved in allegations of sexual violence is of primary consideration, as are exploring options and protecting the rights of those involved, including the individual's right to privacy as provided by law and policy and to determine what options to pursue.
6. The University will do everything reasonably possible to provide a climate that is sensitive, respectful, and supportive of individual needs.
7. During a campus conduct review procedure the survivor will be free from any suggestion that she/he is responsible or was "contributorily negligent" or assumed the risk of being assaulted. This right cannot be construed to limit such claims in any criminal or civil action for or against the University.
8. During a campus conduct review procedure students will have access to information as outlined in the conduct review procedures.
9. Involved students will have access to existing campus counseling and support services.
10. If reasonably available, academic and living arrangements may be changed upon student request. See the Dean of Students or a SAAT member for further assistance.

### **b. Reporting Sexual Violence**

Any student has the option of, and is encouraged to, go to the hospital, speak with a SAAT member, contact the Quad Cities Rape/Sexual Assault Counseling and Advocacy Program, or notify the Dean of Students office, Residence Life, Counseling Center, Campus Security, and/or the Davenport Police Department. University personnel will provide assistance with all such measures.

Reporting the sexual violence does not commit a student to filing a complaint with the University, but the University may have a duty to investigate the incident. If the student does file a complaint, the information will be kept confidential to the fullest extent permitted by law and policy, and the University will make every effort to balance "privacy rights" and the "right to know" when making decisions about what information to release to the campus community.

### **c. Safety Options**

Many victims do not know where to turn for help or what steps to take after sexual violence has occurred. Although choices about options to explore rest solely with the affected student, the University encourages students to take the following steps:

1. Get to a safe place as soon as possible.
2. Contact someone you trust such as Campus Security (911 from any campus phone or activate any of the blue cap emergency telephones located around campus), the Davenport Police Department (911 for emergency, non-emergency 563-326-7979), an SAAT member (see below), a friend, resident advisor, an on-call Student Services staff member, and/or the Quad Cities Rape/Sexual Assault Counseling and Advocacy Program (24 hours), 563-326-9191. Other on-campus resources that may be of assistance are: the Counseling Center, Health Services, or a faculty or staff member. The important thing is to seek out someone you trust and who knows how to help you.
3. Victims of sexual violence are strongly encouraged to seek immediate medical attention, available 24 hours at Genesis West or Genesis East Hospitals (563-421-1000), or at another medical facility. Costs for providing

and administering the "rape kit" are incurred by the Iowa Department of Public Health.

4. If at all possible, do not change clothes, shower, bathe, douche, or urinate. Testing is still possible even after you have taken these steps; for preservation of evidence, it is best to seek medical treatment as soon as possible. Emergency room personnel are trained to check for injuries, as well as collect physical evidence. It is important to preserve evidence as it may be necessary for proof of criminal sexual assault should you decide to pursue charges through the Davenport Police Department. Please be aware that hospital personnel are obligated to contact both the police and the Quad Cities Rape/Sexual Assault Counseling and Advocacy Program (R/SACAP). Hospital policy may also dictate that it contact the University with unidentifiable statistical reporting information. Although not obligated to do so, victims of sexual violence are highly encouraged to take advantage of the R/SACAP's services to help understand options for off-campus proceedings and to receive counseling specific to your needs. There is no charge for R/SACAP services, which are strictly confidential.

5. You may choose, immediately or later, to be put into contact with a member of the St. Ambrose Sexual Assault Advocacy Team (SAAT). SAAT members contact information is available in the SAAT brochure provided to students at the beginning of the academic year or by calling the Dean of Students Office at 563-333-6258 or the Security Operations Center at 563-333-6104 or on the web at [www.sau.edu/SAAT](http://www.sau.edu/SAAT). The advocate's role is to listen to you and to support you while you explore your options regarding: seeking medical treatment; on- and off-campus counseling resources; what is involved in the law enforcement and judicial processes; and the University process for reporting a sexual assault incident and filing a complaint. SAAT members are not counselors. Rather, she/he serves as your on-campus supporter, helping you to understand your options and staying with you throughout the University process to assist you in determining the decisions best for you.

6. Remember: you are not alone. The following services can provide you with the assistance and support you need: Counseling Center 563-333-6423, Security Department 563-333-6104, Health Services 563-333-6377, Campus Ministry 563-333-6132, Quad-Cities Rape/Sexual Assault Counseling and Advocacy Program (24 hours) 563-326-9191, Dean of Students, 563-333-6258.

**d. If someone reports an incident of sexual violence to you**

In addition to the reporting requirements set forth in this Policy, additional steps that should be taken if someone reports an incident of sexual violence to you are set forth in this paragraph. First, be supportive. Do not blame the victim or offer suggestions as to what you or he/she could have done to prevent the assault. Remember, the victim did not ask to be assaulted. Make certain he/she is in a safe place, or assist him or her in getting to a safe place. Listen and respond to what he/she says he/she needs-not what you think he/she needs. Support him/her in getting medical attention and calling for assistance.

If possible, offer to make phone calls for him/her. Offer to drive him/her to the hospital, police station, or rape crisis center.

If you are comfortable doing so, offer to stay with him/her at the hospital or police station.

**e. Timely Notice Policy**

In keeping with the requirements of the Jeanne Clery Act, the University will notify the campus community when it determines a violent or serious crime has occurred and it is reasonable to believe the crime is likely to pose a reoccurring risk to members of the campus community. The intent of these notices are to provide information that promotes safety, and allows individuals to protect themselves. When available and reasonable, the notices will contain a general location of the incident, type of incident and time of the incident. The notices will not include the name of any victims, or witnesses. The determination to issue a campus crime alert will be the responsibility of the Student Affairs division. This determination will generally be made by the members of the Security Department, Dean of Students Office, and when possible in collaboration with Communications and Marketing and any other campus department or police department offering expertise believed necessary to making an appropriate decision. Alerts will be issued using posters, campus email, and web pages. In situations that require immediate action by members of the campus community to protect themselves or property, or that require the closing of any University facilities, a campus alert using text messages and cell phones will be utilized. The institution will issue the alerts as soon after the incident as is reasonable and usually within 72 hours of an incident or as required by law. At the request of the police, alerts may be delayed so as not to jeopardize an on-going investigation. Incidents that are reported 15 or more days after the incident is believed to have occurred

will not serve to generate the creation of a timely notice unless substantive grounds exist to indicate that a threat is on-going. Incidents reported more than 60 days after an incident's occurrence will not be considered for a timely notice. Incidents received solely through third parties will be investigated but may not be used as the sole evidence in determining whether to send a timely notice to the campus.

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

The University officials, depending on their roles at the University, have varying reporting responsibilities and abilities to maintain confidentiality. In order to make informed choices, one should be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality, offering options and advice without any obligation to inform an outside agency or individual unless you have requested information to be shared. Other resources exist for you to report crimes and policy violations and these resources will take action when you report victimization to them. A student is not required to file a report to receive support and accommodations where reasonable and appropriate.

### **28.110 Equity Grievance Process for Resolving Grievances of Harassment, Sexual Misconduct and Other Forms of Discrimination**

The University will act on any formal or informal grievance or notice of violation of this Policy that is received, and a formal or informal grievance should be reported to a member of the Equity Grievance Panel, the Title IX Coordinator, a member of the administration, or any of the following Deputy Coordinators:

- 1) **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259.
- 2) **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6191.
- 3) **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233.
- 4) **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275.

The procedures described below will apply to all grievances involving students, student applicants, employees, and applicants for employment. Redress and requests for responsive actions for grievances brought involving non-members of the community are also covered by these procedures. Not every Deputy Coordinator or Equity Grievance Panel member will be involved in every issue, and only those with a "need to know" will be involved.

### **28.111 Equity Grievance Panel (EGP)**

Members of the EGP are announced in an annual distribution of this Policy to campus. The list of members and a description of the panel can also be found on the [Equity Grievance Panel website](#). Members of the EGP are trained in all aspects of the grievance process, and can serve in any of the following roles: To serve in a mediation role in conflict resolution

- To act as advisors to those involved in grievances
- To serve on hearing panels for grievances
- To serve on appeal panels for grievances

EGP members also recommend proactive policies, and serve in an educative role for the community. The President, in consultation with the Title IX Coordinator/Deputy Coordinators identified in this Policy, appoints the panel, which reports to the Title IX Coordinator and the Deputy Coordinators identified in this Policy. EGP members must be in good standing with the University. EGP members receive annual training organized by the Title IX Coordinator and the Deputy Coordinators, including a review of University policies and procedures, so that they are able to provide accurate information to members of the community. All EGP members are required to attend this annual training.

The Equity Grievance Panel includes:

- A chair from Human Resources for grievances involving employee responding parties
- One Administrative Hearing Officer who is an *ex officio* member and serves as Chair of grievance panel hearings for grievances involving student responding parties [Dean of Students or designee]
- At least 4 members of the staff
- At least 4 members of the faculty
- At least one representative from Athletics

Panel members are usually appointed to three-year terms. Individuals who are interested in serving on the EGP are encouraged to contact the Title IX Coordinator or the Deputy Coordinators set forth in this Policy.

### 28.112 Filing a Grievance

Any student, student applicant, employee, applicant for employment, or member of the University community, guest or visitor who believes that this Policy has been violated should contact one of the following Deputy Coordinators:

- 1) **Student Issues** - Report to Christopher Waugh, Dean of Students, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6259.
- 2) **University Faculty and Staff Issues** - Report to Audrey Blair, Director of Human Resources, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6191.
- 3) **Athletics Issues** - Report to Kristina Kistler, Senior Woman Administrator/Director of Compliance, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6233.
- 4) **ADA/504/Student Disability Issues** - Report to Ryan Saddler, Assoc. Vice President of Diversity, Equity, and Inclusion, St. Ambrose University, 518 W. Locust St., Davenport, Iowa 52803, (563) 333-6275.

Employees can also notify a supervisor, or students can notify an administrative advisor or faculty member, or any individual may contact the Security Department. These individuals will in turn notify the Title IX Coordinator or the Deputy Coordinators. It is also possible for employees or students to directly notify the Title IX Coordinator of a violation of this Policy. The University website also includes an [online reporting form](#) which may serve to initiate a grievance.

All employees receiving reports of a potential violation of this Policy are expected to promptly contact the Title IX Coordinator or one of the Deputy Coordinators within 24 hours of becoming aware of a report or incident. All initial contacts will be treated with the maximum possible privacy: specific information on any grievances received by any party will be reported to the Title IX Coordinator and the appropriate Deputy Coordinator, but, subject to the University's obligation to redress violations, every effort will be made to maintain the privacy of those initiating a report of a grievance, consistent with conducting an effective investigation. In all cases, the University will give consideration to the party bringing a grievance with respect to how the grievance is pursued, but reserves the right, when deemed necessary by the University, to investigate and pursue a resolution when an alleged victim chooses not to initiate or participate in a formal grievance.

### 28.113 Grievance Intake

Following receipt of notice of a grievance, the appropriate Deputy Coordinator will provide the person who reported the grievance information about potential advisors. The person reporting the grievance may also choose to proceed without an advisor. Normally, within five business days, an initial determination is made whether a policy violation may have occurred and/or whether conflict resolution might be appropriate. If the Deputy Coordinator determines that the grievance does not appear to allege a policy violation, or if conflict resolution is desired by the party bringing a grievance and appears appropriate given the nature of the alleged behavior, then the grievance does not proceed to investigation.

A full investigation will be pursued if the Deputy Coordinator determines that there is evidence of a pattern of misconduct or a perceived threat of further harm to the University community or any of its members. The

University aims to complete all investigations within a 60 business day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator and the Deputy Coordinator with notice to the parties.

#### **28.114 Investigation**

If a party bringing a grievance wishes to pursue a formal grievance, or if the University, based on the alleged policy violation, wishes to pursue a formal grievance, then the Title IX Coordinator and/or the appropriate Deputy Coordinator will appoint an investigator to conduct the investigation, usually within two business days of determining that a grievance should proceed. Examples of potential investigators include a Deputy Coordinator, a representative from the University's Security Department, or an outside investigator. Investigation of grievances brought directly by those alleging harm should be completed expeditiously, normally, and absent extenuating circumstances, within 10 business days of notice to the Title IX Coordinator or the Deputy Coordinators. Investigation may take longer when initial grievances fail to provide direct first-hand information. Investigations may also take longer if the University is on a holiday or summer break due to limited access to witnesses and information. The University may undertake a brief delay to allow evidence collection when criminal charges on the basis of the same behaviors that invoke this process are being investigated. University action will not be altered or precluded on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced. All investigations will be thorough and impartial, and will entail interviews with all relevant parties and witnesses, and obtaining available evidence.

#### **28.115 Interim Remedies**

If, in the judgment of the Title IX Coordinator and the Deputy Coordinator, the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on-campus of the accused individual or the ongoing activity of a student organization whose behavior is in question, the Title IX Coordinator and the Deputy Coordinator (or designee) may provide interim remedies intended to address the short-term effects of the alleged violation of this Policy, i.e., to redress harm to the alleged victim and the community and to prevent further violations. These remedies may include referral to counseling and health services, referral to the Employee Assistance Program, education to the community, altering the housing situation of an accused student or resident employee (or the alleged victim, if desired), altering work arrangements for employees, providing campus escorts, implementing contact limitations between the parties, offering adjustments to academic deadlines, course schedules, etc.

The University may make an interim suspension of a student, employee or organization pending the completion of the investigation and procedures under this Policy. In all cases in which an interim suspension is imposed, the student, employee or student organization will be given the opportunity to meet with the Title IX Coordinator and the appropriate Deputy Coordinator prior to such suspension being imposed, or as soon thereafter as reasonably possible, and shall have the opportunity to establish and show cause as to why the suspension should not be implemented. The Title IX Coordinator and the appropriate Deputy Coordinator have the discretion to implement or stay an interim suspension under this Policy, and to determine its conditions and duration. Violation of an interim suspension under this Policy will be grounds for expulsion or termination, pending the process set forth in this Policy. During an interim suspension or administrative leave, a student or employee may be denied access to University housing and/or the University campus/facilities/events. As determined by the Title IX Coordinator and the Deputy Coordinators this restriction includes classes and/or all other University activities or privileges for which the student might otherwise be eligible. At the discretion of the Title IX Coordinator, and the Deputy Coordinators alternative coursework options may be pursued to ensure as minimal an impact as possible on the accused student.

#### **28.116 Grievance Resolution**

During or upon the completion of the investigation, the investigator(s) will meet with the Title IX Coordinator and the Deputy Coordinator. Based on that meeting, the Title IX Coordinator and the Deputy Coordinator will make a decision on whether there is reasonable cause to proceed with the grievance. If a Deputy Coordinator

conducted the investigation, the decision as to whether there is reasonable cause to proceed with the grievance will be made solely by the Title IX Coordinator. If the Title IX Coordinator and the Deputy Coordinator decide that no policy violation has occurred, or that the preponderance of evidence (i.e., whether it is more likely than not that the accused individual committed each alleged violation) does not support a finding of a policy violation, then the process will end unless the party bringing a grievance requests that the Title IX Coordinator and the Deputy Coordinator make an extraordinary determination to re-open the investigation or to forward the matter for a hearing. This decision lies in the discretion of the Title IX Coordinator and Deputy Coordinator. If there is reasonable cause, the Title IX Coordinator and Deputy Coordinator will direct the investigation to continue, or if there is a preponderance of evidence of a violation, then the Title IX Coordinator and the Deputy Coordinator may recommend conflict resolution, a resolution without a hearing or a formal hearing, based on the below criteria.

**a. Conflict Resolution**

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

Conflict resolution will not be the primary resolution mechanism used to address grievances of sexual misconduct or violent behavior of any kind or in other cases of serious violations of this Policy, though it may be made available after the formal process is completed should the parties and the Title IX Coordinator and Deputy Coordinator believe that it could be beneficial. It is not necessary to pursue conflict resolution first in order to make a formal EGP grievance, and anyone participating in conflict resolution can stop that process at any time and request a formal hearing.

**b. Resolution Without a Hearing**

Resolution without a hearing can be pursued for any behavior that falls within this Policy at any time during the process. The Title IX Coordinator/Deputy Coordinators will provide written notification of a grievance to any member of the University community who is accused of an offense in violation of this Policy. The Title IX Coordinator and the appropriate Deputy Coordinator [together with the investigator(s)] will meet with the responding individual to explain the finding(s) of the investigation. Once informed, the responding party may choose to admit responsibility for all or part of the alleged policy violations at any point in the process. If so, the Title IX/Deputy Coordinator will render a finding that the individual is in violation of University policy for the admitted conduct, and will normally proceed to convene a formal hearing on any remaining disputed violations. For admitted violations, the Chair of the EGP will recommend an appropriate sanction or responsive action and will implement it, and act promptly and effectively to remedy the effects of the admitted conduct upon the victim and the community.

**c. Formal Hearing**

For any grievances that are not appropriate for conflict resolution and which are not resolved without a hearing, the Title IX/Deputy Coordinators will initiate a formal hearing.

**28.117 Formal EGP Procedure**

**a. Hearing Panels**

The Title IX/Deputy Coordinator will appoint a non-voting panel Chair (either the EGP Chair or the Administrative Hearing Officer [usually the Dean of Students or designee], depending on whether the responding party is a faculty member, other employee, or student and three members of the EGP to the hearing panel, none of whom have been previously involved with the grievance. Hearing panels may include both faculty and non-

faculty employees [with at least one faculty employee selected in a grievance involving a faculty member]. No member of the panel may be a practicing attorney. The panel will meet at times determined by the Chair.

**b. Notification of Alleged Violation of this Policy**

At least one week prior to the hearing, or as far in advance as is reasonably possible if an accelerated hearing is scheduled with the consent of the parties, the EGP Chair will send a letter to the parties. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The letter will contain:

- A description of the alleged violation(s), a description of the applicable procedures and a statement of the potential sanctions/responsive actions that could result.
- The time, date and location of the hearing and a reminder that attendance is mandatory, superseding all other campus activities. If any party does not appear at the scheduled hearing, the hearing will be held in their absence. For compelling reasons, the Chair may reschedule the hearing.
- Neither party may be compelled to testify at the hearing.
- The parties may have the assistance of an advisor at the hearing. The Title IX/Deputy Coordinator may grant permission for an outside advisor upon request. The parties to the hearing are expected to ask and respond to questions on their own behalf, without representation by their advisor. The advisor may consult with the advisee quietly or in writing, or outside the hearing during breaks, but may not speak on behalf of the advisee to the panel.
- Hearings for possible violations that occur near or after the end of an academic term will be held immediately after the end of the term or during the summer, as needed, to meet the resolution timeline followed by the University and remain within the 60-day goal for resolution

**c. Hearing Procedures**

EGP Hearings will be convened, usually within two weeks of the completion of the investigation, and will be conducted in private. The EGP has the authority to hear all collateral misconduct, meaning that it hears all allegations of discrimination, harassment, and retaliation, but also may hear any additional alleged policy violations that have occurred in concert with the discrimination, harassment or retaliation, even though those collateral allegations may not specifically fall within EGP jurisdiction. Accordingly, investigations should be conducted with as wide a scope as necessary.

Participants will include the non-voting Chair, the three members of the panel, the investigator(s) who conducted the investigation on the grievance, the party bringing a grievance and responding party(ies) (or three organizational representatives in a case where an organization is charged), advisors to the parties and any called witnesses. The Chair will exchange the names of witnesses the University intends to call, all pertinent documentary evidence and any written findings from the investigator(s) between the parties at least two business days prior to the hearing. In addition, the parties will be given a list of the names of each of the EGP panel members at least two business days in advance of the hearing. Should either (any) party object to any panelist, he/she must raise all objections, in writing, to the Chair immediately. Panel members will only be unseated if the Chair concludes that their bias precludes an impartial hearing of the grievance. Additionally, any panelist or Chair who feels he/she cannot make an objective determination must recuse himself or herself from the proceedings when notified of the identity of the parties and all witnesses in advance of the hearing.

The Chair, in consultation with the parties and investigators, may decide in advance of the hearing that certain witnesses do not need to be physically present if their testimony can be adequately summarized by the investigator(s) during the hearing. All parties will have ample opportunity to present facts and arguments in full and question all present witnesses during the hearing, though formal cross-examination is not used between the parties. If alternative questioning mechanisms are desired (screens, Skype, questions directed through the Chair, etc.), the parties should request them from the Chair at least two business days prior to the hearing.

Once the procedures are explained and the participants are introduced, the investigator will present the report of the investigation first, and be subject to questioning by the parties and the EGP. The investigator(s) will be present during the entire hearing process, but will only be present during deliberations at the request of the Chair. The findings of the investigation are not binding on the panel, though any undisputed conclusions of the

investigation report will not be revisited, except as necessary to determine sanctions/responsive actions. Once the investigator(s) is/are questioned, the EGP will permit questioning of and by the parties, and of any present witness. Questions may be directed through the panel at the discretion of the Chair.

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

Unless the Chair determines it is appropriate, no one will present information or raise questions concerning: (1) incidents not directly related to the possible violation, unless they show a pattern, or (2) the sexual history of or the character of the victim/party bringing a grievance.

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

In hearings involving more than one accused individual or in which two parties bringing grievances have accused the same individual of substantially similar conduct, the standard procedure will be to hear the grievances jointly; however, the Title IX/Deputy Coordinators may permit the hearing pertinent to each responding party to be conducted separately. In joint hearings, separate determinations of responsibility will be made for each responding party.

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

Hearings are recorded for purposes of review in the event of an appeal. EGP members, the parties and/or the persons who initiated the action, and appropriate administrative officers of the University, will be allowed to listen to the recording in a location determined by the Title IX Coordinator or designee. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator. Persons given access to the recording will be required to sign an agreement confirming that they will protect the privacy of the information contained in the recording.

#### **d. Decisions**

The EGP will deliberate in closed session (which will not be recorded) to determine whether the responding party is responsible or not responsible for the violation(s) in question. The panel will base its determination on a preponderance of the evidence (i.e., whether it is more likely than not that the accused individual committed each alleged violation). If an individual responding party or organization is found responsible by a majority of the panel, the panel will recommend appropriate sanctions to the Title IX Coordinator/Deputy Coordinator.

The Chair will prepare a written deliberation report and deliver it to the Title IX Coordinator/Deputy Coordinator, detailing the finding, how each member voted, the information cited by the panel in support of its recommendation and any information the hearing panel excluded from its consideration and why. The report should conclude with any recommended sanctions. This report will be submitted to the Title IX Coordinators/Deputy Coordinator within two (2) days of the end of deliberations.

The Title IX Coordinator/Deputy Coordinator generally will inform the accused individual and the party bringing a grievance of the final determination within 2-3 business days after the conclusion of the hearing, without significant time delay between notifications. Notification will be made in writing and may be delivered simultaneously to the party bringing the grievance and the accused individual by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official University

records; or emailed to the parties' University-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

#### **e. Sanctions**

Sanctions or responsive actions will be determined by the EGP. Factors considered when determining a sanction/responsive action may include:

- The nature, severity of, and circumstances surrounding the violation.
- An individual's disciplinary history.
- Previous grievances or allegations involving similar conduct.
- Any other information deemed relevant by the EGP.
- The need for sanctions/responsive actions to bring an end to the violation of this Policy.
- The need for sanctions/responsive actions to prevent the future recurrence of violations of this Policy.
- The need to remedy the effects of a violation of this Policy.

#### **i. Student Sanctions**

The following is an illustrative, not exhaustive, list of sanctions that may be imposed upon students or organizations that have been found to have violated this Policy:

*Warning:* A formal statement that the behavior was unacceptable and a warning that further infractions of any University policy, procedure or directive will result in more severe sanctions/responsive actions.

*Probation:* A written reprimand for violation of this Policy and providing for more severe disciplinary sanctions in the event that the student or organization is found in violation of any University policy, procedure or directive within a specified period of time. Terms of the probation will be specified and may include denial of specified social privileges, exclusion from co-curricular activities, non-contact orders and/or other measures deemed appropriate.

*Suspension:* Termination of student status for a definite period of time, and/or until specific criteria are met. Students who return from suspension are automatically placed on probation through the remainder of their tenure at the University. This sanction may be noted on the student's official transcript.

*Expulsion:* Permanent termination of student status, revocation of rights to be on campus for any reason or attend University-sponsored events. This sanction may be noted on the student's official transcript.

*Withholding Diploma.* The University may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities if the student has a grievance pending, or as a sanction if the student is found responsible for an alleged violation.

*Revocation of Degree.* The University reserves the right to revoke a degree awarded from the University for fraud, misrepresentation or other violation of University policies, procedures or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.

*Organizational Sanctions.* Deactivation, de-recognition, loss of all privileges (including University registration), for a specified period of time.

*Other Actions:* In addition to or in place of the above sanctions, the University may assign any other sanctions as deemed appropriate.

#### **ii. Faculty/Employee Sanctions**

Potential responsive actions for an employee who has violated this Policy include warning, required counseling, demotion, suspension with pay, suspension without pay, and immediate termination of employment. To the extent that demotion, suspension or termination are recommended as the appropriate sanction, the University will follow all other requirements of the appropriate handbook. The findings and evidence submitted under this Policy may be used at any suspension or termination hearings.

#### **f. Withdrawal or Resignation While Charges Pending**

Students: Should a student decide to withdraw and not participate in the investigation and/or hearing, the investigation will nonetheless proceed in the student's absence to a resolution. If the investigation finds the student in violation of the University's policies, the student will not be permitted to return to the University until

the Hearing Panel has heard their case. Employees: Should an employee resign while allegations are pending under this Policy, the records of the Title IX Coordinator/Deputy Coordinators will reflect that status. The process under this Policy will proceed to a resolution in the employee's absence.

**g. Appeals**

All requests for appeal considerations must be submitted in writing to the Title IX Coordinator/Deputy Coordinator within three business days of the delivery of the written finding of the EGP.

A three-member panel of the EGP designated by the Title IX Coordinator/Deputy Coordinator who was not involved in the grievance previously will consider all appeal requests. Any party may appeal, but appeals are limited to the following:

- A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.).
- To consider new evidence, unknown or unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included.
- The sanctions imposed are substantially disproportionate to the severity of the violation.

The appeals panel of the EGP will review the appeal request(s). The original finding and sanction/responsive actions will stand if the appeal is not timely or is not based on the grounds listed above, and such a decision is final. When any party requests an appeal, the other party (parties) will be notified and joined in the appeal. The party requesting appeal must show that the grounds for an appeal request have been met, and the other party or parties may show the grounds have not been met, or that additional grounds are met. The original finding and sanction are presumed to have been decided reasonably and appropriately.

Where the EGP appeals panel finds that at least one of the grounds is met, and proceeds, additional principles governing the hearing of appeals include the following:

- Appeals decisions by the EGP panel are to be deferential to the original decision, making changes to the finding only where there is clear error and to the sanction/responsive action only if there is a compelling justification to do so.
- Appeals are not intended to be full rehearings of the grievance. In most cases, appeals are confined to a review of the written documentation or record of the original hearing, and pertinent documentation regarding the grounds for appeal. Appeals granted based on new evidence should normally be remanded to the original hearing panel for reconsideration. Other appeals may be remanded at the discretion of the Title IX Coordinator/Deputy Coordinator or heard by the three-member panel of the EGP.
- Sanctions imposed are implemented immediately unless the Title IX Coordinator/Deputy Coordinator or designee stay their implementation in extraordinary circumstances, pending the outcome of the appeal.
- The Title IX Coordinator/Deputy Coordinator will normally, after conferring with the EGP appeals panel, render a written decision on the appeal to all parties within 2-3 business days from hearing of the appeal.
- All parties should be informed of whether the grounds for an appeal are accepted and the results of the appeal decision.
- Once an appeal is decided, the outcome is final: further appeals are not permitted.

**h. Failure to Complete Sanctions/Comply with Responsive Actions**

All responding parties are expected to comply with conduct sanctions/responsive/corrective actions within the time frame specified by the Title IX Coordinator/Deputy Coordinator. Failure to follow through on conduct sanctions/responsive/corrective actions by the date specified, whether by refusal, neglect or any other reason, may result in additional sanctions/responsive/corrective actions and/or suspension, expulsion and/or termination

from the University and may be noted on a student's official transcript. A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator/Deputy Coordinator.

**i. Records**

In implementing this Policy, records of all grievances, resolutions, and hearings will be kept by the Title IX Coordinator/Deputy Coordinator consistent with applicable law and University policies.

**j. Statement of the Rights of a Party Bringing a Grievance**

- To be treated with respect by University officials.
- To take advantage of campus support resources (such as the Counseling Center, Health Services, Campus Ministry, or EAP services for employees).
- To experience a safe living, educational and work environment.
- To have an advisor during this process.
- To refuse to have an allegation resolved through conflict resolution procedures.
- To be free from retaliation.
- To have grievances heard in substantial accordance with these procedures.
- To full participation of the injured party in any EGP process whether the injured party is serving as the party bringing a grievance or the University is serving as party bringing a grievance.
- To be informed in writing of the outcome/resolution of the grievance, sanctions where permissible and the rationale for the outcome where permissible.

**k. Statement of the Rights of the Responding Party**

- To be treated with respect by University officials.
- To take advantage of campus support resources (such as the Counseling Center, Health Services, Campus Ministry, or EAP services for employees).
- To have an advisor during this process.
- To refuse to have an allegation resolved through conflict resolution procedures.
- To have grievances heard in substantial accordance with these procedures.
- To be informed of the outcome/resolution of the grievance and the rationale for the outcome, in writing.

**28.118 Counseling and Support**

Harassment and discrimination issues can leave an individual with feelings of anger, guilt, shame, confusion, depression or embarrassment, among other feelings. To help resolve those feelings you are encouraged to obtain counseling services, which are available at:

Counseling Center  
Rogalski Center, 2nd Floor  
563-333-6423

Employee Assistance Program  
Genesis Health Systems  
563-386-4004

**28.119 Revision**

These policies and procedures will be reviewed and updated annually by the Title IX Coordinator/Deputy Coordinators. The Title IX Coordinator/Deputy Coordinators may make minor modifications to the procedure that do not materially jeopardize the fairness owed to any party. However, the Title IX Coordinator/Deputy Coordinators may also vary procedures materially with notice (on the University website, with appropriate date of effect identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy

and procedure. Procedures in effect at the time of its implementation will apply. The Policy in effect at the time of the offense will apply even if the Policy is changed subsequently unless the parties consent to be bound by the current Policy.

## **Grievance Procedure**

### Section 29.000

It is the University's goal to provide a pleasant working environment for all employees. This is achieved by developing and maintaining cooperative working relationships among employees based on mutual respect and understanding. The University recognizes the need for a procedure that allows employees to call attention to work-related matters that they feel need correction. The following procedure may be used for resolving such work-related problems.

29.001 A grievance is defined as an alleged violation by the University of its established policies and/or practices with respect to wages, hours, or conditions of work, or an employee claim that they have been unfairly treated by the University. This grievance process does not cover any alleged violations or claims that come within the University policy "Compliance With Title IX, Equal Opportunity, Harassment and Nondiscrimination," and for any such claims the procedures set forth in Section 28.000 of this Universal Handbook must be followed.

29.010 **Informal Procedure.** Faculty, staff and students should discuss complaints with the appropriate designee. Grievances against faculty should be discussed with the faculty member's department chair, then the college dean, and finally, if necessary with the vice president of academic affairs. Grievances against staff should be discussed with the staff member's supervisor, then the appropriate Vice President, and finally, if necessary with the Director of Human Resources. If the supervisor is the cause of the grievance, the employee may go directly to the vice president of the appropriate division or the Director of Human Resources. Grievances against students should be discussed with the dean of students. In most circumstances an informal grievance will not be considered timely unless it is presented within 30 days from the date of the occurrence. After receiving a complaint the appropriate designee will discuss the matter with all parties involved, individually or collectively, in an attempt to resolve the matter. The time limit for informal proceedings will be 30 days from the date the designee receives the complaint. If the complainant is not satisfied with the results of these informal efforts, they may use the formal procedure.

29.100 **Formal Procedure.** It is the employee's right to make their grievances known. Any employee who feels a grievance is just and has not been resolved using the informal procedure is encouraged to make use of this formal procedure. In no way will an employee's standing or job be placed in jeopardy due to the filing of a formal grievance. A formal complaint against faculty will be filed in writing with the faculty member's department chair, then the college dean, and finally, if necessary with the Provost, Vice President of Academic & Student Affairs. A formal complaint against a staff member will be filed in writing with the supervisor, then the Director of Human Resources. A formal complaint against a student will be filed in writing with the dean of students. If the basis of the complaint is found valid, immediate steps will be taken to correct the matter. Formal procedures should be initiated in a timely manner following the alleged occurrences. In most circumstances a formal grievance will not be considered timely after 30 days from the termination of the informal resolution procedure.

A formal grievance form can be obtained in the human resources office. Using this formal grievance form, the complainant shall describe the pertinent facts and circumstances of the grievance, the alleged incidents, the dates of occurrence, the persons allegedly involved, and the law, policy, or regulation allegedly violated. The complainant shall also specify the relief that they seek.

29.101 An employee with a problem or complaint about a condition of employment must present the problem verbally and in writing to their supervisor. The supervisor will act on this problem within three working days after being presented with the grievance. A written summary of the problem and the agreed upon solution should be formulated by the supervisor and the employee. If the supervisor is the cause of the grievance, the employee should go directly to the Director of Human Resources.

29.102 If the employee is not satisfied with the supervisor's decision, the employee may send their grievance in writing within the next three working days to the Director of Human Resources, who will meet with all parties involved and the supervisor to discuss the problem. These meetings can be held jointly or separately at the discretion of the Director of Human Resources. The Director will present their decision in writing to the employee in a personal meeting within five working days of the date of the written grievance. A copy of the decision will be forwarded to all parties involved, the supervisor, the appropriate Vice President and to the President.

29.103 If a satisfactory solution is still not found, either party has the right to submit a written request to the Director of Human Resources for review of the problem by a grievance committee within three working days of the date of the decision reached in Section 29.102. The Director of Human Resources will obtain a list of five employees from each party to the grievance. The Director will choose two employees from each list to serve on the grievance committee along with the appropriate Vice President. The grievance committee will meet with the parties involved and the supervisor and review the written grievance and the findings to date. These meetings can be held jointly or separately at the discretion of the grievance committee. The formal rules of evidence applicable to judicial proceedings shall not apply in the review session. The grievance committee may receive such evidence as a reasonable person would consider reliable in making important personnel decisions.

After a thorough review, the grievance committee will submit its written decision to the parties involved and the supervisor within five working days. Each member of the committee will have one vote with the exception of the vice president who will only vote in order to break a tie.

29.104 Either party has the right to appeal the findings of the grievance committee to the President of the University. The appeal must be made within three working days after the grievance committee's decision. If appealed, all pertinent materials will be referred to the President who will meet individually with all concerned parties including the employee(s), the supervisor, the appropriate Vice President and the Director of Human Resources. These meetings can be held jointly or separately at the discretion of the President. The President will communicate a decision within five working days. Copies of the decision will be sent to the parties involved, the supervisor, the Director of Human Resources and the Vice President. The President's decision will be final in all cases.

29.200 Retaliation against any complainant making a good faith complaint under the policies of the University, or retaliation against witnesses assisting in an investigation of a complaint, is expressly prohibited.

29.201 Retaliatory words or behavior that punish or threaten to punish a complainant for making a complaint under the policies of the University or witnesses assisting in the investigation of a complaint are strictly prohibited.

29.202 Discharging, threatening, or otherwise discriminating or retaliating against an employee regarding the employee's terms and conditions of employment because the employee makes or is about to make a good faith complaint is prohibited.

29.203 Any employee who feels they are a victim of retaliation should immediately bring their concerns to the attention of their supervisor/chair, the vice president in charge of their department, or the human resources office. Any reported allegation of retaliation will be promptly investigated by the University, and appropriate actions will be taken against any individuals who have engaged in any retaliation.

29.205 There is no retaliatory violation if the action by the employer occurred for separate and legitimate reasons.

## **Business Travel Expenses**

### **Section 30.000**

Employees who are required to travel on official University business will be reimbursed at current rates available on the general accounting web page for the following types of expenses:

30.100 **Out-of-Town Travel.**

30.101 Current per diem rates are published on the General Accounting portal web page.

It is understood employees attending an event/conference will on occasion be asked to attend a dinner that exceeds the per diem rates published on the General Accounting portal web page. In these instances, the employee will be allowed to charge their actual expense. In this instance this expense will require the approval of the employee's dean/department head and the Vice President for Finance. This will only be allowed once per trip and on rare occasions.

Employees attending conferences will only be allowed to claim meals not included as a part of the conference. As an example, if a conference provides breakfast and lunch, an employee will be allowed to claim dinner and incidentals only. All employees attending a conference will be required to submit a copy of the registration form that shows what is included at the conference if they wish to receive reimbursement for their meals.

30.102 Lodging—reasonable rates according to area.

30.103 Use of personal car-mileage at IRS maximum rate.

30.104 Use of personal car—mileage or gasoline.

30.105 Use of rental car – University contracted company. Please see General Accounting webpage for rental car procedures.

30.106 Other forms of transportation - fares

30.200 **In-Town Travel.**

30.201 Use of University car—gasoline.

30.202 Use of personal car-mileage at IRS maximum rate. This excludes travel within Davenport city limits.

30.300 **Receipts.** Itemized receipts must be presented to the general accounting office for all University-related expenses, except for meals per diem.

30.500 **Reimbursement Rates.** Reimbursement rates are subject to change. Check with the General Accounting Office for current rates.

**Safety and Health**

Section 31.000

31.100 **Incident Reports.** In the event of an on-the-job incident, the departmental supervisor/chair should be immediately notified and no later than 24 hours. An employee's failure to promptly report an on-the-job incident may result in a loss of benefits. Upon the determination of the departmental supervisor/chair, other individuals may be notified including the appropriate Vice President or the President. The departmental supervisor/chair will be responsible for seeing that the incident report, available through the health services department, is completed and copies forwarded to the health services, general accounting, and human resources offices within 48 hours of the incident. A copy of the incident report should be kept on file with the departmental supervisor/chair for future reference.

31.200 **Emergencies.** An employee encountering an emergency should contact their supervisor/chair. The supervisor will then make a determination of who should be contacted taking into account the emergency/urgent care plan guidelines available from the health services department.

**Employee Assistance Program**

## Section 32.000

Benefit eligible employees have access to two Employee Assistance Programs (EAP). One is through Genesis and the other is through MetLife.

[www.genesiseap.com](http://www.genesiseap.com)

<https://www.lifeworks.com/solution/employee-assistance-program-eap/>

The EAP is responsible for the operation of the program. Consultation is available to all employees and their families on a voluntary basis. EAP offers diagnostic assessment and counseling for any personal and/or family problems.

A professionally trained counselor will return calls to the 24-hour hot-line number and discuss the problem confidentially.

**The hot-line number is: 800/475-1641.**

## **Employee Benefits**

### **33.300 Pension Plan**

33.310 Employees who are under 65 years of age, and not previously covered under any other retirement plan, to which the University contributes, with the exception of Social Security, are eligible to participate in the pension fund. (Eligibility is defined as a minimum of 1000 work hours per year.)

33.320 Each eligible employee is permitted to make taxed & tax deferred pension fund contributions, up to a maximum determined by federal guidelines. The University will match up to seven percent of the employee's annual base salary.

33.330 Matching employer contributions will be 100% vested after 24 months of service. Previous employment with a post-secondary institution accredited by the Higher Learning Commission or a similar accreditation shall be credited as months of service for vesting purposes..

### **33.400 Social Security**

33.401 All employees are required to participate in the Federal Old Age and Survivor's Insurance Program provided for in the Social Security Act.

### **33.500 Worker's Compensation**

33.501 All employees are covered under Worker's Compensation insurance.

33.502 If an employee is injured performing their job responsibilities they need to report this injury to their supervisor/chair immediately but no later than 24 hours. An employee's failure to timely report an injury may result in a loss of benefits.

33.503 An employee's immediate supervisor/chair must complete an incident report for an employee injury within 48 hours. The original report should be forwarded to the director of Health Services within this time frame.

### **33.600 Medical and Dental Insurance**

33.601 All full-time employees are eligible to join the medical group insurance plan and/or the dental insurance plan, provided they work a minimum of 1560 hours per year for health and 1664 hours per year for dental. Eligible employees may enroll in the plans at the time of initial employment, open enrollment or when a major life change has occurred, such as marriage, birth or adoption of a child, divorce, death of a spouse, loss of a spouse's job, or loss of spouse's insurance coverage. Medical plan options include single or family coverage. Dental plan options include single, single plus one or family coverage. The University pays 3/4

of the monthly charge for medical insurance coverage, and 1/2 the monthly charge for dental insurance coverage. The employee pays the remainder of the cost through monthly payroll deductions.

33.602 The medical health group insurance plan and dental group insurance plan policies for employees terminating for any reason are as follows:

Medical health and dental insurance coverages are canceled for employees discharged for gross misconduct. Otherwise, coverage is canceled unless the employee is not covered (or is unable to obtain coverage for a spouse or dependent) by another group plan or Medicare and elects continuation coverage within 60 days to pay for continuing coverage at a rate of 102 percent of employer premiums. Such continuing coverage may, in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended, be continued for 18 months or longer from the date of termination of employment.

Certain events may occur that have the effect of shortening the applicable COBRA period. These events are:

1. The employer ceases to provide group health plan coverage to any of its employees;
2. The qualified beneficiary fails to pay the required COBRA premiums in a timely manner;
3. The qualified beneficiary first becomes, after the COBRA election, covered under another group health plan that does not contain any exclusion or limitation applicable to a preexisting condition of the qualified beneficiary;
4. The qualified beneficiary first becomes, after the COBRA election, entitled to Medicare; and
5. In cases where coverage has been extended to 29 months due to disability, there has been a final determination that the individual is no longer disabled.

The University will in all other ways comply with COBRA and its requirements and provisions, including those provisions that permit cancellation of comparable coverage before the end of their 18-month period outlined above. For further information, contact the human resource office.

33.603 Any employee placed on temporary layoff or an approved leave of absence who has been enrolled in the health plan for at least six months, will be offered the opportunity to continue coverage in the group during the period of lay off or leave of absence, but not to exceed six months. Any employees exercising this privilege do so at their own expense, and must remit payment to the general accounting office on or before the group's due date for payment.

### 33.700 **Vision Insurance**

33.711 All full-time employees are eligible to join the vision insurance plan, provided they work a minimum of 1664 hours per year. Eligible employees may enroll in the vision insurance plan at the time of initial employment. They may also opt to join or terminate coverage during the yearly open enrollment period, which is publicized by the human resources office and generally coincides with the start of the new calendar year. The employee pays the entire monthly charge for single, single plus one or family coverage.

### 33.800 **Long Term Disability Insurance**

33.801 Disability insurance is provided by the University in conjunction with Social Security benefits. The amount of insurance is 60 percent of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit is **\$10,000**.

33.802 The Long-Term Disability Plan includes a conversion privilege which allows eligible terminating employees the option of continuing long-term disability coverage with no requirement of medical underwriting. To be eligible to convert, the employee must have been covered on this long-term disability plan for a minimum of 12 months. For further information concerning this option, contact the human resources office.

### 33.900 **Life Insurance**

- 33.901 All full-time employees participate in the term life insurance program in the amount of \$50,000.
- 33.902 Qualified full-time employees may purchase additional supplemental term insurance. See the Human Resources Office for further information.
- 33.903 Dependent and spouse insurance coverage is also available. See the human resources office for further information.
- 33.904 Life insurance under the basic plan is canceled as of the first of the month following the date of termination or resignation. Supplemental life coverage can be continued after termination at the employee's expense.

## **Training and Development**

### Section 34.000

- 34.100 The University encourages every employee to improve their education and skills and to take steps to achieve personal and/or career goals.
- 34.101 **Tuition Remission**  
Tuition remission benefits may apply to an employee, employee spouse or eligible children, based upon the following criteria.
- 34.102 For purposes of all University tuition remission benefits, eligible children are defined in accordance with FAFSA guidelines, as being 23 years of age or younger. At age 24 a child is considered independent and is no longer eligible for tuition remission benefits.
- 34.103 Any person wishing to use the tuition remission benefit who does not have an undergraduate degree must be formally accepted as a degree-seeking student. The student is then eligible to participate in all federal and state grant programs. A person has one semester (if needed) to submit the appropriate paperwork to the admissions office in order to become degree-seeking.
- 34.104 No tuition remission will be granted for undergraduate studies unless timely application for financial aid, using a FAFSA, has been made to all federal grant or state aid programs (e.g., Iowa Tuition Grant for Iowa residents). The University's priority deadline for financial aid is March 15, and any employees seeking to use the tuition remission benefit for themselves or family members are strongly encouraged to complete all financial aid forms by that date. All aid received will be used to offset tuition grants. Application forms, deadlines and other information may be obtained from the financial aid office.
- 34.105 The student must meet terms of satisfactory progress in order to maintain their tuition remission benefit. This requirement is imposed by federal and state regulations, and full details of this policy may be obtained from the financial aid office.
- 34.106 Second grade options are included in the tuition remission benefit but not to exceed 12 credits during a student's eligibility period. Any class that is failed after using the maximum allowed of retakes must be covered at the student's expense. Eligible children will be required to sign a grade report request to be sent to their parent(s).
- 34.108 In no case will tuition reimbursement be applied to studies completed before an employee's date of hire.
- 34.109 A full-time employee is limited to taking nine credit hours per semester or summer term, and is limited to taking three of the nine hours allowed per term during regular work hours with supervisory approval.
- 34.110 No courses taken by the employee, can interfere with the work assignment of the employer. At all times, work will take precedence over coursework. With the supervisor's permission, an employee may come in early or stay over to compensate for lost time.

- 34.111 Tuition charges for undergraduate coursework will be remitted for eligible children of a full-time employee who dies while in the service of the University, provided the deceased was employed for a minimum of three years.
- 34.112 After three years of service, a priest may request undergraduate tuition remission for an immediate family relative: to include brothers, sisters, nieces, nephews or parents. A total of two relatives of each priest may benefit from this program during his period of active service to the University.
- 34.113 Tuition remission benefits are available to employees who are non-degree seeking. An employee is limited to one class at a time. This option is not available to the employee's spouse or child.
- 34.200 **Tuition Remission Benefit Amount**  
Contingent upon University guidelines, the amount of the tuition benefit for an employee, employee spouse or eligible children, is based upon the following criteria.
- 34.201 A full-time employee may be given 100 percent remission of tuition for undergraduate or master's coursework and 30 percent remission of tuition for Doctor of Business Administration (DBA) coursework at the University. The use of this benefit for master's or DBA coursework for faculty will be determined by the employee's Department Chair in consultation with and approved by the appropriate Dean. The use of this benefit for master's or DBA coursework for staff will be determined by their immediate supervisor in consultation with and approved by the appropriate Vice President. The maximum amount of credits covered in an academic year for master's or DBA tuition remission is limited to 6 credits fall, 6 credits spring, and 3 credits summer.
- 34.202 Spouses and eligible children of full-time employees may receive 100 percent remission of tuition on undergraduate coursework.
- 34.203 An employee with 20 or more years of full-time service may, upon resignation or retirement, be given 50 percent tuition remission for undergraduate coursework at the University. This benefit would apply to the employee, spouse and eligible children existing at the time of resignation or retirement.
- 34.204 For purposes of determining the amount of the tuition benefit for an employee, employee spouse or eligible children, a full-time employee is defined as an employee scheduled to work 2080 hours per year.
- 34.205 Full-time employees scheduled to work less than 2080 hours per year and part-time employees may receive tuition remission for themselves, spouses or eligible children on a pro-rated basis. Such employees should consult with the human resources office to determine their eligibility and the amount of the tuition remission benefit.
- 34.206 There will be a limit of two (2) half tuition remissions per cohort for the Speech Pathology, Physician Assistant, Masters of Public Health, and Person Centered Care programs. This applies to employees. If more than two apply and are qualified, those with the greatest longevity in terms of employment at the University will be granted admission and tuition remission.
- 35.300 **Exclusions to Tuition Remission**
- 35.301 Tuition benefits do not include fees.
- 35.303 No tuition remission benefits are given for coursework for doctoral programs. Please see section 34.201 regarding the Doctor of Business Administration (DBA) coursework.
- 35.304 No tuition remission benefits are given for a second undergraduate degree for an employee's spouse or child if that person has previously obtained an undergraduate degree either directly from the University or as a result of a University reciprocity agreement.
- 35.400 **Reciprocity**

By virtue of agreements with the Council of Independent Colleges Tuition Exchange Program and the Catholic College Cooperative Tuition Exchange, and with certain limitations, eligible children may attend any participating institution for undergraduate coursework on a tuition-free or reduced-tuition basis. In several instances remission is limited to 75 percent. In specific instances, the University has entered into tuition remission agreements with other institutions of higher education (particularly diocesan-related institutions). For further information, contact the financial aid office.

35.401 Applications for the Tuition Exchange Inc. Program (TE) will be accepted until January 15th for the next academic year. The University reserves the right to limit the TE exports to three new students a year. Exports will be determined by the employee's years of service. In the event that an employee already has a child in the TE program, their application will be considered only after the applicants of employees without children in the TE program have been considered.

35.500 **Non-Credit Programs**

Tuition remission as an employee benefit extends to non-credit programs under the following conditions:

35.501 That the benefit not include such things as lunches, breaks, and text materials retained by the participants. The administrative staff member (or with prior approval the department's operating budget) will pay these costs.

35.502 The program administrator will determine the mix of administrative staff and outside participants deemed desirable.

35.503 Subject to the approval of the person's supervisor, attendance at such programs during working hours is possible. The supervisor, in deciding to grant a request for participation during working hours, will consider such factors as the needs of the department or office at that time, relevance of the program to one's job and the frequency of such requests.

**Leaves of Absence**

Section 36.000

36.100 **Emergency/Bereavement Leave**

36.110 The Director of Human Resources may approve, with discretion and in consultation with the department supervisor, payment of salaries for an emergency leave for a death in the immediate family of an employee for a period of up to three consecutive working days.

36.120 For purposes of this section, the immediate family is defined as: children, parents, spouse, brothers, sisters, mothers-in-law and fathers-in-law.

36.130 Exceptions to the immediate family definition may be granted with the authorization of the appropriate Vice President and the director of human resources if requested by the department supervisor.

36.200 **Family and Medical Leave Policy.** It is the policy of the University to comply with all forms of leave for eligible employees under the Family and Medical Leave Act ("FMLA")

36.210 **Eligibility.** In order to qualify to take leave under this policy, the employee must meet all of the following requirements:

The employee must have worked for the University for at least twelve (12) months.

The employee must have worked at least 1,250 hours during the twelve (12) month period immediately before the date the leave would begin.

The employee must work where 50 or more employees are employed within 75 miles of that office.

36.211 **Basic Leave Entitlement.** To qualify for basic leave under the FMLA, the employee must be requesting a leave under this policy for one of the reasons listed below:

The birth of a child and to care for the newborn child;  
The placement of a child with the employee for adoption or foster care;  
The employee is needed to care for a family member (child, spouse or parent) with a serious health condition; or  
The employee's own serious health condition makes the employee unable to perform the functions of their job.

It is not necessary for an employee to have a biological or legal relationship with a child to qualify for leave under this policy, and employees are entitled to leave where the employee has an "in locus parentis relationship" with a child, and the key in determining "in loco parentis" is in the intention of the person allegedly in "loco parentis" to assume the status of a parent toward a child.

The term "spouse" includes individuals in a same-sex marriage. To qualify as a "spouse" of any employee under this policy the marriage must have been valid where it took place. Employees may be required to provide documentation of family relationships to qualify for leave under this policy.

- 36.212 **Military Family Leave Entitlement.** To qualify under the military family leave entitlement, the employee must be requesting leave for one of the reasons listed below:  
Exigency Leave- Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week entitlement under this policy to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.  
Care for a Covered Servicemember. Eligible employees may take up to 26 weeks of leave to care for a covered servicemember during a single 12 month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- 36.213 **Leave to Care for a Covered Servicemember with a Serious Injury or Illness.** In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, parent or "next of kin" of a covered servicemember.

Definition of "serious injury or illness." An injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of their office, grade, rank or rating.

Definition of "next of kin." A servicemember's nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

Amount of Leave Available and Calculating Leave. An eligible employee is entitled to up to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single 12-month period. The single 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave Applies on a Per Covered Servicemember Per Injury Basis. The leave under this section of the policy applies on a per-covered servicemember, per injury basis. Regardless of the number of servicemembers or injuries that arise under this policy, an employee is limited to taking no more than 26 workweeks of leave in a single 12 month period, and leave under this policy does not extend an employee's leave rights for any other reason under this policy.

36.214 **Calculating Leave.** With the exception of calculating leave to care for a covered servicemember with a serious health condition as defined above, leave under this policy is calculated on a “rolling basis” for determining the 12 weeks of leave that an employee can take under this policy. This means that an employee’s particular twelve month period is measured backward in time from the time the employee uses any FMLA leave time. The first day of an absence qualifying for FMLA leave shall be used to start the twelve (12) month rolling period. Any leave under this policy runs concurrent with any other leave entitlements provided under federal, state and local laws. If both spouses are employed by the University, their total leave in any applicable 12-month period for the birth or placement of a child for adoption or foster care, or to care for the employee’s parent with a serious health condition is limited to a total of 12 weeks.

36.215 **Leave for the Birth or Placement of a Child.** An employee’s entitlement to FMLA leave for the birth or placement of a child expires at the end of the 12-month period beginning on the date of birth.

36.216 **Definition of Serious Health Condition.** A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, which includes any one or more of the following:

**Incapacity and treatment.** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

Treatment by a health care provider on at least one occasion, which result in a regimen of continuing treatment under the supervision of the health care provider.

The requirement in this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

The term “extenuating circumstances” in this section means circumstances beyond the employee’s control that prevent the follow-up visit from occurring as planned by the health care provider.

**Pregnancy or prenatal care.** Any period of incapacity due to pregnancy, or for prenatal care.

**Chronic conditions.** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

Continues over an extended period of time (including recurring episodes of a single underlying condition); and

May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

**Permanent or long-term conditions.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

**Conditions requiring multiple treatments.** Any period of absence to receive multiple treatments

(including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

Restorative surgery after an accident or other injury; or

A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

36.217 **Intermittent or Reduced Leave Schedule.** FMLA leave may be taken intermittently or on a reduced schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a change in the employee's schedule for a period of time that reduced the usual number of hours that an employee works per workday or per week. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis because of a qualifying exigency. If an employee needs leave intermittently or on a reduced schedule basis for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt the University's operations. Employees cannot take leave on an intermittent or reduced schedule basis for the birth or adoption of a child, or to receive a child for foster care, unless the University agrees (within its sole discretion) to permit such leave.

36.218 **Notice that Employee Must Give for Family Medical Leave**

An employee must provide the University at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for the leave either the same day or the next business day.

An employee seeking FMLA leave must give written notice to the human resources department. If extenuating circumstances prevent an employee from giving the required written notice of the need for leave, an employee shall provide at least verbal notice to the human resources department sufficient to make the University aware that the employee needs FMLA qualifying leave, and the anticipated timing and duration of the leave, and the employee must submit written notice of the need for leave within a reasonable period of time. An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the University to determine whether the leave qualifies as FMLA leave. Calling in "sick" without providing more information will not be considered sufficient notice of a need for FMLA leave.

When an employee seeks leave due to an FMLA qualifying reason for which the University has previously provided FMLA protected leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave.

Absent unusual circumstances, an employee must follow the University's usual and customary call-in procedures for reporting an FMLA absence.

If an employee fails to comply with the required notice procedures, FMLA leave may be delayed or denied.

36.219 **Certification Serious Health Condition.** When an employee seeks leave under this policy to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position, the employee's request must be supported by a certification issued by the health care

provider of the employee or the employee's family member. The University will provide the employee with the certification form, which is available from the human resources department.

If the University has reason to doubt the validity of a medical certification, it can require a second opinion at the University's expense. If the opinions of the first health care provider differ from the opinions from the second health care provider, the University may require the employee to obtain a certification from a third health care provider, again at the University's expense. This third opinion shall be final and binding, and the third health care provider must be designated or jointly approved by the University and the employee.

**Exigency Leave.** When an employee seeks leave because of a qualifying exigency, the employee must provide the University with a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the status of the covered military member's active duty service. This information only needs to be provided once, unless the employee seeks qualifying exigency leave for a different active duty or for a different covered military member. Employees seeking exigency leave must also complete a certification form that is provided by the University, and available from the human resources department.

**Care for a Covered Servicemember.** When leave is sought to care for a covered servicemember with a serious illness or injury, the employee must provide the University with a certification form (which is provided by the University and available from the human resources department), and the certification must be completed by an authorized health care provider of the covered servicemember. Any one of the following health care providers may complete such a certification: (1) a United States Department of Defense provider; (2) a United States Department of Veterans Affairs health care provider; (3) a Department of Defense TRICARE Network authorized health care provider; or (4) a Department of Defense non-network TRICARE authorized private health care provider.

36.220 **University's Response to an Employee's Request for Family Medical Leave Eligibility Notice.** When an employee requests FMLA leave, or when the University acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the University will notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. If an employee is not eligible for FMLA leave, the University will notify the employee and state at least one reason why the employee is not eligible.

**Designation Notice.** When the University has enough information to determine whether an employee's leave is being taken for an FMLA qualifying reason (e.g. after receiving a certification from the employee), the University will notify the employee whether the leave will be designated and will be counted as FMLA leave within five business days, absent extenuating circumstances.

**Contact With Healthcare Providers.** The University may contact the employee's healthcare provider to seek clarification and to determine the authentication of a medical certification, but before any such contact would occur, the employee would be provided an opportunity to resolve any deficiencies in the medical certification. Any contact with the employee's healthcare provider would be through the Human Resources Department, and under no circumstances would the contact be made through the employee's supervisor.

36.223 **Maintenance of Benefits During Leave.** During an approved leave under this policy, the University will maintain the health insurance benefits for which the employee is eligible as if they continued to be actively employed. If the University provides a new health plan or changes its health plan, the employee is entitled to the new or changed benefits to the same extent as if the employee were not on leave. If paid leave is substituted for unpaid FMLA leave, the employee's portion of the health insurance premium will continue to be taken out as a regular payroll deduction. If leave is unpaid, the employee must pay their portion of the health insurance premium by the 15th day of each month. If the employee fails to timely make premium payments, the University will notify the employee in writing at least 15 days before the coverage would lapse. If the employee's premium payment is more than 30 days late, the University's obligation to maintain health insurance ceases. If the employee fails to return to work at the end of the

leave period, they will be required to reimburse the University for the cost of the premiums paid by the University for maintaining health insurance coverage during the period of unpaid leave, unless certain criteria are met for the employee's failure to return to work.

- 36.225 **Employee Reinstatement.** When an employee returns to work from FMLA leave, the University will generally return the employee to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. The exception to this provision is if an employee is deemed to be a "key employee," and the University may deny re-employment to "key" employees.
- 36.226 **Other Employment during Leave.** An employee taking leave under this policy may not engage in other income-generating work or employment during the leave without prior written approval from the University. If an employee breaches this condition, the employee will be considered to have violated the terms of the leave, and to have voluntarily terminated their employment with the University.
- 36.227 **Returning from Leave.** Employees are expected to return to work when the reason for the leave has terminated. Upon returning from an approved Family and Medical Leave of Absence granted as a result of an employee's own serious health condition, an employee must present written medical certification from their medical care provider stating that they are able to resume work and able to perform the essential functions of their job. "Return to Work Medical Certification" forms may be obtained from the human resources department. An employee's failure to provide such certification at the time the employee attempts to return to work may result in a delay or denial of job restoration. After an employee complies with this requirement, the University will return the employee to the same position the employee held when leave commenced, or if the former position is not available, to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
- If an employee does not return to work on the agreed upon date after expiration of leave under this policy, the employee will be considered to have voluntarily terminated their employment, and they will be treated in accordance with voluntary termination procedures. If an employee is unable to return to work after the expiration of leave under this policy the employee should contact the human resources department.
- 36.228 **Non-Interference/No Retaliation.** The University will not intentionally interfere with or deny the exercise of any right under this policy, and the University will not discharge or discriminate against any person because of the exercise of that employee's rights under this policy. Any employee who believes that this policy has been violated must promptly report the issue to the human resources department or to the President. All complaints will be promptly investigated, and confidentiality will be maintained to the extent it is consistent with an effective investigation. No employee will be subject to retaliation or "getting even" for reporting a violation of this policy
- 36.229 **Notice of Rights.** A notice of employee rights and responsibilities under the FMLA is attached at the end of this Handbook and is posted at the University.
- 36.600 **Military Leaves.** The University complies with all applicable federal and state laws regarding military leave, and that an employee seeking military leave should notify their supervisor and the human resources office.
- 36.700 **Pregnancy Leave.** Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. St. Ambrose University may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the University. Employees may substitute accrued time off for unpaid leave under this policy. If leave is unpaid, the employee must pay their portion of the health insurance premium by the 15<sup>th</sup> day of each month. If the employee fails to timely make premium payments, the University will notify the employee in writing at least 15 days before the coverage would lapse. If the employee's premium payment is more than 30 days late, the University's obligation to maintain the employee's health insurance ceases.

## Security

### Section 37.000

- 37.100 A detailed list of campus rules and regulations governing the actions of students as well as employees may be obtained from the office of student affairs.
- 37.200 The security department is staffed, and personnel are available to assist anyone in the campus community in any university owned property 24 hours a day, seven days a week. The department consists of non-sworn professionals, part time officers and student employees, who provide campus patrols and respond to emergencies and requests for assistance. These individuals' efforts are supplemented with the use of state certified officers from the Davenport Police Department and Scott County Sheriff's Department. These sworn officers are used during key time and special events. This allows a sworn officer to be present and reduces the response time should an arrest be necessary. It also simplifies the process of reporting crimes for members of the campus community. The Security office is located in the Rogalski Center. For routine business, call security at 333-6104. For more information on security policies, procedures and services, contact the director at 333-6260.
- 37.201 **Incident Reporting**  
Suspicious and criminal activity, along with safety concerns, should be reported to the Security Department. For emergencies, Blue Cap phones are located around campus. Activation of any of these phones opens a direct line between the caller and the 24-hour security desk. A strobe light on the top of the phone is also activated, directing attention to the caller. Security also can be reached by calling 911 from any campus phone; by using elevator phones; or red emergency phones in the lobbies of Hayes and Lewis Halls, Galvin Fine Arts Center and the Beehive. The call will ring directly to the security desk and receive an immediate response from the security staff. If the incident is criminal in nature, the victim/complainant is encouraged to report the incident to the Davenport Police Department. The Security Department will assist by serving as an advocate for the victim/complainant as they complete the report filing process.
- 37.202 **Public Property Reported Crime**  
The Davenport Police Department generally notifies the University when off-campus incidents may impact the university community.  
Immediately report suspicious activity or persons to the security department.
- 37.300 Emergencies are situations where an immediate response is needed to mitigate the danger of death, injury or serious property damage. When confronted with a situation where one of these outcomes appears to be likely, remember to stop, think and then act. Your action should always be to remove yourself and others from the danger as quickly and safely as possible. Your second action should always be to contact the security department. Following are some guidelines for specific situations that may occur:
- 37.301 **Campus Emergency Notification.** The University anticipates using multiple methods to notify the campus of emergency conditions. As part of its emergency notification system, the University has partnered with e2Campus to provide emergency alerts to employees, students and parents. This system will allow the University to provide alerts when there is a need to close the campus or when it is reasonable to assume that campus community members need to take immediate action in order to protect themselves or their belongings. The campus will continue to provide timely notices of criminal activity through campus e-mail accounts, and posters unless there is substantive reason to believe that immediate protective action is required (see Timely Notice Policy for additional information).

Currently, the emergency notification system provides options for you to receive an alert via a text message sent to a mobile phone, by email, or in both formats. To sign up to receive a mobile phone alert complete the form at [www.sau.edu/alerts](http://www.sau.edu/alerts). If you want to receive an email alert as well, you can do so by following the instructions you receive when your mobile account is validated.

To sign up to receive an email alert only click on the "Click Here To Sign-Up Using EMAIL Only" link at the end of the web page. NOTE: When you enter a username, you cannot include a space.

37.302 **Fires in campus buildings.** The University conducts fire drills on campus twice a year for all classrooms and offices in addition to the residence hall drills. Every employee should know the location of the nearest fire exit and fire fighting equipment. In case of fire, the following recommendations will help ensure safe and efficient evacuation from the building. 1) Isolate fire by closing any doors. 2) Pull nearest fire alarm. 3) Evacuate building immediately and stay at least 75 feet away. 4) Follow all staff instructions. 5) Call to report fire. When the fire alarm sounds check the door with the back of your hand. If the door is too hot to touch: 1) Do not try to open door. Remain in room. 2) Wedge cloths under door to keep smoke out. 3) Open window and wave a sheet or towel. 4) Stay low, breathe fresh air near window. 5) If possible, dial 911 and report your situation and location.

If the door is cool and hallway clear: 1) Exit via nearest stairwell. 2) Close all doors as you leave. 3) If there is heavy smoke in a stairwell, go back and try another exit. 4) If all exits are blocked, go back to your office. Close your door and signal for help from the window. Once you have exited the building notify fire department personnel or Security of anyone who is still inside the building.

37.303 **Severe weather.** In the event of severe weather tune into local radio or television stations to monitor the severity. The University will use the campus emergency alert system to notify persons in the event of a tornado warning. If a tornado warning is indicated take steps to minimize potential damage, and heed instructions from university officials and emergency personnel. Generally it is safer on the ground floor or basements of buildings, especially in rooms without windows. If such an area is not available, hallways or bathrooms provide some coverage. For additional protection, get under a piece of sturdy furniture such as a workbench, desk, or heavy table. Remain in the protected area until the warning has been canceled.

37.304 **Inclement Weather.** University-wide class cancellations or delays due to bad weather are infrequent events at St. Ambrose. Inclement weather decisions arising out of overnight weather events are typically made by 6 a.m., after assessing travel conditions and forecasts, and determining Physical Plant Services' ability to clear parking lots and sidewalks. Should it be determined that it is necessary to cancel or delay classes, one of the best ways to get timely and accurate information about such decisions is via the University's Emergency Notification System.

Regardless of the University's operating status, all campus community members are reminded to use their best judgment regarding their personal circumstances and safety during times of inclement weather.

37.305 **Flooding on campus.** In the event that flooding occurs on campus it is generally small scale and will not require evacuation, however, Campus Security will monitor the situation and communicate with the campus as needed. During severe weather please tune into local radio or television stations to monitor the situation. Please follow the instructions of staff and emergency services personnel. If you have to be out during heavy rain remember the following guidelines: Avoid floodwaters as these may be contaminated with chemicals or sewage. Do not walk through moving water. Six inches of moving water can make you fall. If you have to walk in water, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you. Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground if you can do so safely. You and the vehicle can be quickly swept away. The following are important points to remember if you must drive during flood conditions: Six inches of water will reach the bottom of most passenger cars causing loss of control and possible stalling. A foot of water will float many vehicles. Two feet of rushing water can carry away most vehicles including sport utility vehicles (SUV's) and pick-ups.

37.306 **Workplace Violence.** Violence cannot be prevented, but the effects can be mitigated through proper planning and an alert mind. Take all threats of violence as "real" and report them to security. If you suspect that a meeting may become volatile try to have a second person present and when possible ensure that you are sitting closest to the door. If the meeting becomes verbally charged and it does not appear that you can calm the situation, end the meeting and reschedule. If the person you are meeting with makes any movement such as jumping up or pounding fists leave the room, go to another location where you are safe, and contact security. Contact the director of security for help planning any meeting you feel has the potential to become violent.

37.307 **Threatening Communication.** All phone calls, emails, letters or social media that threaten physical violence should be immediately reported to security. Save the original correspondence and any associated material (i.e. envelopes or boxes).

37.308 **Acts of violence on campus.** While there is no one way to prevent violent acts such as active shooters on campus, please be alert to your surroundings and immediately report any persons acting suspicious to Campus Security.

If you believe you have heard the sounds of weapons firing in a building that you are in, go into a room and lock the door. Stay away from windows and keep low to the ground. Attempting to evacuate under these conditions is more likely to bring you into harm's way.

In the event of a shooting, the Security Department will be working closely with the Davenport Police Department to isolate and resolve the situation. The DPD will determine the best time and routes for evacuation. Campus Security will also work as quickly as possible to lock the doors into our buildings and to communicate with the campus community.

37.309 **Bomb Threats.** Bomb threats, as the name implies, are for the most part not carried out. However, the potential for loss of life, serious injury or major property damage requires that each threat be investigated and receive immediate attention. Bomb threats are usually received by the security desk, police department or an office within the threatened building. Regardless of how the initial call is received, immediate action must be taken.

If you receive a bomb threat, listen for the following information and/or ask the caller the following questions:

**WHERE** is the bomb?

**WHEN** will it explode?

**WHAT** kind of bomb is it?

**WHEN** was it placed?

**WHAT** does it look like?

**WHY** was it placed?

**WHY** are you calling now?

Log the exact time of the call and IMMEDIATELY contact the Security Operations Center at 333-6104.

37.310 **Closed Circuit Television Cameras.** In an effort to enhance the protection of the people and property of the University community, closed circuit television cameras (CCTV) are located at various locations around campus. While increasing surveillance is a common tool used to combat crime, maintaining a sense of privacy among community members is also important to maintaining a healthy environment. In order to ensure the privacy of community members, the cameras will only monitor generally accepted public areas, and the images will only be available to law enforcement or appropriate personnel. This system will provide the ability to review images should crimes be reported in these areas, and it may also be used to monitor suspicious behavior reported on the campus grounds.

37.311 **Lost and Found.** Any property found on campus should be brought to the Security office in the Rogalski Center as soon as possible. Reasonable effort will be made to contact the owner. All found property will be kept for 3 months from the date it is turned in. In order to assist with recovery, all lost items of value should be reported to the Security office.

37.312 **Personal Security.** The Security Department is dedicated to maintaining a safe environment for all employees, and visitors. Part of its mission is to enhance the security of members of the University community by reducing the likelihood of crime, and the fear of crime by providing patrol and emergency intervention, campus escort/unlock services, and education. The Security staff feels a strong responsibility to inform every one of the steps they can take to reduce risk: Lock rooms, offices and cars when you leave, even for a few minutes. Do not leave belongings unattended in public areas. Thieves can enter an area, take property and be gone in a matter of seconds. Keep first floor windows locked and curtains closed when you are not there.

There is safety in numbers. When possible, travel in groups. When this is not an option, call the campus escort service at 333-6104 for an escort to any place on campus. This service is provided 24 hours a day, seven days a week. Be aware of your surroundings. Take the time to avoid potentially dangerous situations

or persons. Trusting your instincts and using common sense are your best protective techniques. Any time you notice suspicious activity or persons, report it by calling security staff as soon as possible.

- 37.400 Educational programs on security issues are offered throughout the year. These range from personal defense to computer safety. These programs are open to staff members. Contact the director of security for information on current offerings.
- 37.500 **Key Control.** The purpose of this policy is to set forth procedures for the issuance and control of keys, and for accounting for keys when employees terminate or transfer.
- 37.501 **Issuance of Keys.** Requests for issuance of keys to buildings, offices and other secured areas should be made on the basis of demonstrated need. All requests for keys must be submitted to the physical plant services office in writing by the supervisor/chair. The employee's supervisor/chair must sign the form. The physical plant services office locksmith will make the key. The person to whom the key is to be issued must sign a "key inventory" form acknowledging receipt of the key and their responsibilities as a key holder. Keys should not be loaned out. Keys may not be copied by anyone except the physical plant services office locksmith.
- 37.502 **Return of Keys.** When an employee transfers to another office, any keys in their possession are to be returned to the physical plant services office, which will reissue keys to replacement personnel as needed. When a key is no longer needed, or an employee is terminated or retires, it is the responsibility of the supervisor/chair to take possession of the key and return it to the physical plant services office. The human resources director will confirm with the supervisor/chair that terminating and retiring employees have returned all keys in their possession as part of the required exit procedures.
- 37.503 **Lost or Stolen Keys.** The person to whom a key is issued must notify their supervisor/chair immediately if a key is lost or stolen. The supervisor/chair should inform the security and physical plant services offices about the missing key. Anyone who loses a key(s) may be assessed a fee of up to \$300 to replace lock cylinders in the affected area(s). Human Resources is notified by Physical Plant on any lost key(s) and the cost associated with it.
- 37.504 **Campus Crime Report.** The University complies with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act by making the following information available:  
Current policies on reporting criminal action and other emergencies  
Current policies on sexual assault  
Current policies on alcohol and drug use  
Currently offered educational programs and their frequency  
Crime statistics for the last three years
- The Director of Security in cooperation with the Davenport Police Department and other campus officials compiles this information annually. This information is available at [www.sau.edu/cleryreport](http://www.sau.edu/cleryreport). Those wishing a paper copy of this report should contact the Communications and Marketing Department at 563/333-6295.
- 37.505 **Crime Log.** In accordance with federal regulations a crime log is available for review by anyone. This log is available in the security director's office and may be reviewed during normal business hours. Please call 333-6260 to set up a time to review the log. This log contains only basic information in order to protect the confidentiality of those involved.
- 37.600 **BeeCard.** Requests for issuance of a BeeCard to buildings, offices and other secured areas should be made on the basis of demonstrated need. Faculty and staff may obtain their BeeCard after completing all of their employment paperwork. For more information regarding a replacement card go to <http://www.sau.edu/academics/academic-resources/dean-of-students/student-id>

## Revision Procedure

Section 38.000

The Human Resources Committee will review this Universal Manual every three years and at any other time deemed necessary by the Director of Human Resources and/or the President.

The University, at the discretion of the President, reserves the right to review and amend or change any policy contained herein at any time with or without notice.

## **Alcohol and Drugs**

### Section 39.000

- 39.100 The purpose of this policy is to work toward the prevention of substance abuse in the University community. The use of illicit drugs is prohibited by this policy. All employees are required to obey all state, federal and local laws and regulations regarding the prohibition of illicit drugs and the rules regarding use of alcohol on campus, on University property, or as part of any University sponsored events. A University sponsored event for purposes of this policy is an event that is directly organized and/or sponsored by the University.... Employees who violate state, federal or local drug or alcohol laws are subject to criminal prosecution; and employees who violate University policies are subject to institutional sanctions up to and including termination of employment. In addition, improper use or abuse of prescription drugs or alcohol can seriously injure the health of employees, impair the performance of their responsibilities and endanger the safety and well-being of fellow employees, students and members of the general public.
- 39.280 University employees must fully comply with all laws of the State of Iowa, including those regarding the possession and consumption of alcohol on University property and as part of a University sponsored event.
- 39.201 The following are specific provisions: no one may dispense or give alcohol to a person under the age of 21 or to anyone visibly intoxicated; no one may permit the possession or consumption of alcohol by a person under the age of 21 or by anyone visibly intoxicated; and no one under the age of 18 may dispense alcoholic beverages.
- 39.202 Employees over the age of 21 may consume alcoholic beverages (in compliance with Iowa law) at certain official University functions on University property or part of a University sponsored event, only where authorized by University officials.
- 39.203 Consumption of alcohol, intoxication, or the misuse of alcohol while on the job is prohibited.
- 39.300 Illegal drugs are not permitted on campus or at any location at which University business is conducted. This means all employees are absolutely prohibited from unlawfully manufacturing, distributing, possessing or using controlled substances in the workplace, on University property, or at a University sponsored event.
- 39.301 Following is a partial illustrative list of controlled substances that are barred from use by University policy and applicable laws: heroin, morphine, cannabis (marijuana, hashish), stimulants (cocaine, amphetamines), depressants (tranquilizers), hallucinogens (PCP, LSD, “designer drugs”).
- 39.302 Any employee convicted of violating a criminal drug statute in the workplace must inform the University of such conviction (including pleas of guilty or nolo contendere) within five days of the conviction occurring. Failure to so inform the University will result in severe disciplinary action, up to and including termination for the first offense.
- 39.303 For employees convicted of violating a criminal drug or alcohol statute in the workplace, the University reserves the right, within its discretion, to offer participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline, with the employee required to participate satisfactorily as a condition of continued employment. However, it is the University’s position that these resources are best used voluntarily before workplace problems occur. If an employee has failed to avail themselves of such help and such problems do occur, the University will have little choice but to act severely against such abusers in the interests of protecting all employees.
- 39.400 Violations of alcohol or drug policies shall result in appropriate disciplinary action up to and including termination of employment. If the use or abuse of drugs and/or alcohol threatens to cause disorder or danger to the members of the University community, others, or campus property, appropriate action will be taken. Enforcement and discipline shall

be consistent and due process appropriate for the offense shall be applied in accordance with established University policies and procedures.

- 39.401 When the University identifies substandard work or unacceptable job performance that may be attributed to substance abuse, it may offer evaluation and subsequent treatment, and require completion and proof of completion of treatment as a condition of continued employment. It is the responsibility of the employee to cooperate in their treatment. Discipline up to and including termination of employment may occur if the individual does not meet acceptable job performance standards, or if the individual continues to violate drug or alcohol policies of the University.
- 39.402 Allowance will be made for time off for recovery and for medical and counseling services for staff in accordance with PTO/RSD policies, and applicable laws. Strict confidentiality will be maintained, to the fullest extent possible, in all matters related to referral and treatment.
- 39.403 The University encourages employees who have substance abuse problems to seek help through the Employee Assistance Program (EAP). EAP is a confidential short-term counseling service provided by the university and offered as part of the benefits package. This counseling service is for a variety of issues including substance abuse. For more information contact the Human Resources office.
- 39.500 All employees are asked to acknowledge that they have been informed of the above policy and agree to abide by it in all respects. By law, such acknowledgment and agreement are required as a condition of continued employment.

### **Tobacco-Free Environment**

#### Section 40.000

- 40.100 In consideration of the health, safety and comfort of all University students, employees and visitors, and in compliance with Iowa state law (Iowa Code Chapter 142D, “The Smoke Free Air Act”), the use of any form of tobacco including electronic or e-cigarettes is prohibited in or on any property owned by the University.
- 40.101 This policy prohibits smoking and the use of any form of tobacco in, but is not limited to, all of the following: residential housing, offices, classrooms, student residences, lounges, hallways, dining facilities, rest rooms, entryways and enclosed areas owned by the University.
- 40.102 This policy prohibits smoking and the use of any form of tobacco on, but is not limited to, all of the following: University grounds including parking lots, athletic fields, and any other outdoor area under the control of the University.
- 40.103 Smoking and the use of any form of tobacco is prohibited at all times in University-owned or leased vehicles. Smoking is prohibited inside any vehicle, whether University-owned or privately-owned, located on school grounds.
- 40.104 Smokers are required to properly dispose of any tobacco materials before entering any campus property or the grounds. No ashtrays or smoking receptacles will be available on campus.
- 40.105 The sale of tobacco products is prohibited on campus.
- 40.106 All applicants for employment and students will be advised of the tobacco-free policy.
- 40.107 Employees and students who want help curbing their use of tobacco may obtain literature and smoking cessation assistance from the St. Ambrose University Human Resources Office or Health Services Office.
- 40.108 All students, employees and visitors share responsibility for adhering to and enforcing the policy.
- 40.109 Anyone in violation of Iowa law may be subject to the state’s regulation, enforcement and civil penalties.

- 40.110 Any employee who observes another employee smoking in an area where smoking is prohibited should immediately notify their supervisor or the human resources department. Any employee who violates the No Smoking Policy will be subject to discipline, up to and including termination. Violations of this may also be reported to the Smokefree Air Act Hotline by calling 1-888-944-2247 or visiting <https://smokefreeair.iowa.gov>.
- 40.111 The University shall not discharge, refuse to employ, or retaliate in any way against an employee, prospective employee, or student for exercising their rights under Iowa Code Chapter 142D, "The Smokefree Air Act," including the right to register a complaint or prosecution of a claim. Any employee, prospective employee or student who feels they may have been retaliated against for exercising their rights under this policy should promptly report the matter to the human resources department.

## **Conflict of Interest**

### Section 41.000

- 41.100 This policy applies to all individuals who exercise authority over the activities of the University including specifically, the President, Vice Presidents, Deans, Department Heads, Department Chairs and Directors and any other individuals who procure goods or services on behalf of the University or approve expenditure of University funds (hereinafter collectively referred to in this policy as "employees").
- 41.101 Business relationship. One in which an employee or a member of their family as defined below serves as an officer, director, manager, employee with supervisory authority, partner, trustee, or owner of more than a 35% interest of an organization that does business with the University.
- 41.102 A *Conflict of Interest* refers to a situation in which an individual's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, an individual's professional judgment in exercising any University duty or responsibility, including the conduct or reporting of research. Typically, a Conflict of Interest may arise when an individual has the opportunity or appears to have the opportunity to influence the University's business, administrative, academic, patient care, research, or other decisions in ways that could lead to financial, professional, or personal gain or advantage of any kind, whether or not the value is readily ascertainable. Some common examples that present conflicts of interest are those that involve the hiring or retention of employees, suppliers and contractors, utilizing University resources, sharing confidential University information or one's use of work time
- 41.103 Family. A spouse, parents, siblings, children, or any other relative or person not previously identified if such relative or person resides in the same household as the employee.
- 41.104 It is the policy of the University that its employees conduct the affairs of the University in accordance with the highest, ethical, legal and moral standards. All decisions and actions of the University's employees are to be made in a manner that advances the best interests of the University. The integrity of the University must be protected at all times and the responsibility of all employees to act in the best interest of the University must be evident in both actions and appearance. A conflict of interest, or the appearance of a conflict of interest, exists when the personal or family interests of the University's employees are or could be perceived to be inconsistent or interfere with the best interests of the University. This also includes applying the time and effort for which they are compensated, and the use of University resources towards the best interest of the University.
- 41.105 To avoid a real or perceived conflict between an employee's or their families' personal or professional interests and the University's interests, an employee must not be in a position to make a decision for the University if their personal, professional or family interests may be directly influenced or affected by the outcome.
- 41.106 The University's employees are responsible for their conduct under this policy. A list of rules or examples cannot provide direction for all of the many and varied circumstances that may arise. In the case of

questionable circumstances, employees should consult their direct supervisor for help.

- 41.107 When employees identify a conflict of interest, or a potential conflict of interest, they should communicate this in writing to the University's Vice President of Finance. Based on the size and type of conflict or potential conflict of interest, the Vice President of Finance may engage the President's Cabinet or the University's Audit Committee for counsel. The Vice President for Finance will then determine whether, or under what conditions, the activity or business relationship will be allowed.
- 41.108 The decisions of the Vice President of Finance may be appealed to the University's President in writing, unless the conflict or potential conflict of interest is at the Presidential level. In this case the decision should be appealed to the Chair of the University's Audit Committee. The decision of the President or the Audit Committee is final.
- 41.109 In addition to giving notice for a conflict of interest or a potential conflict of interest, all key employees of the University (President, Vice Presidents, Deans and Directors) will be required to complete a Conflict of Interest Questionnaire on an annual basis. These questionnaires will be reviewed by the University's Vice President for Finance who will approve or disapprove of situations or relationships where conflict exists. These decisions may also be appealed as noted above.
- 41.110 Use of University stationary and logo. The official stationary of the University may not be used for outside business, personal, or political activities of employees. It is also not appropriate for Employees to use the name of the University or any of its symbols, trademarks or identifying symbols in printed materials outside the scope of University business and employees are prohibited from the use of such items for matters intended to endorse or promote individual enterprises or enhance their personal gain. Any exceptions must be approved in writing by the University's President and Vice President for Finance. Failure to adhere to this requirement may subject the employee to disciplinary action up to and including termination.
- 41.111 Use of University facilities and equipment. University materials, facilities and equipment must not be used for personal reasons or for personal interests. This does not include situations where employees are renting or using facilities or equipment through proper University channels. All other appeals for the use of University facilities, equipment and materials should be communicated in writing to the Vice President for Finance.
- 41.112 Employees who do not comply with this policy are subject to disciplinary action, up to and including termination of employment.

## **Whistle Blowing**

### Section 42.000

- 42.000 The purpose of this policy is to encourage all trustees, faculty, staff and students (hereinafter collectively referred to in this policy as "Individuals") of the University, acting in good faith, to report violations of University policy, violations of federal, state and local laws and regulations and/or financial wrongdoing. Individuals who report such misconduct will also be protected from retaliation as a result of reporting their concerns.

Financial wrongdoing is defined as suspected violations of law, external regulations or University policy of a financial nature or misuse of University resources. Such violations may include, but are not limited to, theft or inappropriate use of cash or other University property, falsification of hours worked for payroll purposes and inappropriate spending of cash through the accounts payable process. The policy is not intended and may not be used for such issues as personal or employment grievances, general compensation and benefit complaints, or opinions on policy.

- 42.100 Individuals who have identified suspected noncompliance with University policies, violations of federal, state and local laws and/or financial wrongdoing should inform their direct supervisor. If an individual is

not comfortable bringing an issue to their direct supervisor, or is not satisfied with the response from their direct supervisor, they should bring the matter to the Director of Human Resources. Students should address their concerns to the Director of Human Resources. Trustees should direct all concerns to the Chair of the University's Audit Committee or the Chairman of the Board of Trustees.

- 42.101 Although the University encourages Individuals to report concerns as outlined above, there are times when an Individual may feel it is necessary to report a concern outside of the traditional reporting mechanism. In this case and in any instance where an Individual has concerns related to the University President, Vice Presidents, or members of the Board of Trustees, they should send a confidential e-mail to [auditcommittee@sau.edu](mailto:auditcommittee@sau.edu). This mailbox is only accessible to the University's Audit Committee.
- 42.102 **Retaliation Prohibited.** Individuals who communicate their concerns in good faith shall not be subject to retaliation, including harassment or any adverse employment, academic or educational consequence. Individuals may not directly or indirectly use or attempt to use the official authority or influence of their position for the purpose of interfering with the right of an Individual to make a disclosure of concern to the University. Any Individual who retaliates or threatens to retaliate against another Individual as a result of their disclosure of a particular concern under this policy is subject to disciplinary action by the University, including termination of employment or expulsion. Any Individuals who believe they have been retaliated against after making good faith reports should immediately report these alleged retaliations to the Director of Human Resources.
- 42.103 **False Allegations.** Individuals who give information they know to be false will be subject to appropriate disciplinary action by the University, including termination of employment or expulsion
- 42.104 **Confidentiality.** Whistleblower concerns may be communicated on a confidential basis. Such concerns will be kept confidential to the extent possible, consistent with the need to investigate the claim and any applicable laws.
- 42.105 The whistleblower should generally not discuss allegations outside of the reporting and investigation process set forth in this policy so that the University has the opportunity to conduct a full investigation.
- 42.106 **Note:** If an individual self-discloses their identity directly or indirectly through their own actions outside of the official investigation process, the University is not obligated to maintain confidentiality.

## **Animal Policy**

### **Section 43.000**

#### **General Policy**

The University's general policy is that individuals are not permitted to bring animals to University buildings or grounds. However, the University complies with the Americans With Disabilities Act of 1990, the ADA Amendments Act of 2008, and applicable state laws with respect to employees with disabilities. The University strives to make its application, hiring and work environment accessible to all, and the University will make exceptions to its animal policy when necessary to provide a reasonable accommodation to a qualified individual with a disability. In addition, there are certain exceptions to this policy for laboratory animals as defined below.

#### **Service Animals**

A service animal is defined, for purposes of this policy, as an animal that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Illustrative examples include service animals that guide individuals with impaired vision, and service animals that alert individuals to an impending seizure.

#### **Requests for the Use of Service Animal**

Requests for the use of a service animal as an accommodation of a disability must be submitted to the Director of Human Resources. The submission must include information as to how the service animal accommodates the

employee's disability. See also policy section 22.210 titled "Employees with Disabilities."

### **Employee Responsibilities Regarding Service Animal**

- The service animal must be vaccinated and licensed as required by law and local ordinance, and the employee must provide a copy of the proof of vaccinations for the service animal with documentation signed by a licensed veterinarian.
- The employee bringing a service animal to work is responsible for the safety, health, behavior and actions of the service animal at all times.
- The University will provide an area where the service animal can be taken outside to relieve itself, and will also coordinate with the employee's work breaks to provide an opportunity for the employee to take the service animal outside to relieve itself.
- The employee is responsible proper disposal of waste from the service animal, and any other cleanup relating to the service animal.
- In public or common spaces, the employee must keep the service animal on a leash/lead or crated at all times; wandering off leash is not permitted.
- Reasonable behavior is expected from the service animal, and issues with behavior by the service animal will be addressed with the employee. If a service animal is disruptive or aggressive, the employee may be asked to remove the service animal from the University premises. In addition, if improper behavior happens repeatedly, the employee may be instructed not to bring the service animal on the University premises until the issues have been addressed and the behavior has been corrected.

### **Access to University Property**

An approved service animal is allowed to work with the employee in all University areas. However, the service animal may not be allowed in spaces that may be considered unsafe for the service animal or persons using the area. Such areas may include, but are not limited to: medical facilities, labs, mechanical rooms, or similar areas where the service animal's presence may constitute a danger or fundamental alteration of the program or activity conducted in that area.

### **Laboratory Animals**

Laboratory animals are defined, for purposes of this policy, as animals that are a part of a specific classroom experience and which will be used to further a student's educational understanding or used to sustain other animals used in scientific study. The approval for the uses and maintenance of laboratory animals must be obtained from the Chief Academic Officer prior to the animal being brought to campus or the purchase of the animals. Animals shall not be allowed to run at large on campus, left unattended or unleashed on campus property.

### **Questions/Reports**

Employees with questions about this policy, or who believe this policy has not been followed should contact the Human Resources Department at [humanresources@sau.edu](mailto:humanresources@sau.edu), or (563) 333-6364.

### **Weapons in the Workplace**

Section 44.000

To ensure the University maintains a workplace safe and free of violence for all employees, the University prohibits the possession or use of perilous weapons on University property and at all University sponsored events. "Perilous weapons" include, but are not limited to, firearms, explosives, knives in excess of 5 inches and other weapons that might be considered dangerous or that could cause harm. A license to carry the weapon on University property does not supersede University policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All University

employees are subject to this provision, including contract and temporary employees. This policy also applies to visitors, customers and other individuals conducting business on University property.

“University property” is defined as all University-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the University’s ownership or control. This policy applies to all University-owned or leased vehicles and all vehicles that come onto University property.

The University reserves the right at any time and at its discretion to search all University-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. The University may request a search of personal property at the worksite or locked University property assigned to an individual if there is reasonable suspicion that evidence of illegal or prohibited activities resides therein. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

Any state, federal, or local law enforcement officers who are acting in the performance of their official duties are exempt from this policy.

This policy is administered and enforced by the human resources department. In addition, the University may refer any violation of this policy to law enforcement. Anyone with questions or concerns specific to this policy should contact the human resources department.

## **Conduct in the Workplace**

### Section 45.000

It is this University’s policy that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of harassment and violence.

#### **Procedures**

Employees are expected to conduct themselves in an appropriate manner as determined by policy.

Employees have the right to conduct their work without disorderly or undue interference from other employees. The University prohibits employees from violating this right of their co-workers.

The University encourages a congenial work environment of respect and professionalism. Therefore, the University prohibits employees from intentionally harming or threatening to harm other employees, students, vendors, visitors or property belonging to any of these parties. This prohibition includes but is not limited to intentional acts such as:

- Physically harming others.
- Verbally abusing others.
- Using intimidation tactics and making threats.
- Sabotaging another’s work, for example, altering wording on a word document without employee’s knowledge or changing the language in an email.
- Stalking others.
- Making malicious, false and harmful statements about others.
- Publicly disclosing another’s private information.

Employees are responsible for maintaining their work area in a neat and professional manner.

Employees are responsible for assuring the security of University confidential/proprietary material in their possession and similarly maintaining the security of University-provided equipment. Employees concerned for the security of their work area or equipment must inform their supervisor of such concerns.

The University reserves the right to search unlocked and/or publicly used University property at any time without consent if probable cause exists. The University may request a search of personal property at the worksite or locked University property assigned to an individual if there is reasonable suspicion that evidence of illegal or prohibited activities resides therein. Refusal of such a request may result in

disciplinary action up to and including termination.

The University may take disciplinary action against employees whose conduct violates this or other University policies and practices. The employee should consult the department supervisor and/or the Human Resources Director on such matters.

For discussion of weapons in the workplace, please see the University's Weapons in the Workplace Policy. For discussion of harassment, please see the "Compliance With Title IX, Equal Opportunity, Harassment and Nondiscrimination Policy" set forth in Section 28.000 of this Universal Manual.

## **Cell Phone**

### Section 46.000

#### **Procedures**

##### **1. Personal Cellular Phones**

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of University phones. Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others, and such conduct is prohibited. Employees are encouraged to make any personal calls on non-work time where possible and to ensure that friends and family members are aware of University policy.

The University will not be liable for the loss of personal cellular phones brought into the workplace. Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.

##### **2. Personal Use of Company-Provided Cellular Phones**

Where job or business needs demand immediate access to an employee the University may issue a business cell phone to an employee for work-related communications.

Employees in possession of University equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. In addition, the University has the right to inspect, monitor, and access any information on any cellular phone that is used for any University business. Employees do not have any expectation of privacy in any cellular phones used for University business.

##### **3. Safety Issues for Cellular Phone**

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones at all times. The University is not responsible for any employee who fails to comply with state, federal or other regulations relating to the use of cell phones.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving – use of a cell phone while driving is not required by the University. Safety must come before all other concerns. Texting is also prohibited while driving.

Employees who are charged with traffic violations or violations of any laws or regulations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.

##### **4. Video or Audio Recording Devices**

The use of camera phones, PDA's or other audio or video recording capable devices within the University may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of University trade secrets or other protected information. Therefore, the non-business use of camera or other video-capable recording devices within the University is ordinarily prohibited without the express prior

permission of senior management and of the person(s) present at the time. This prohibition is specifically applicable to restrooms and locker rooms. A video or audio device used for business purposes is permissible.

## **5. Discipline for Violations**

Any employee who violates any section of this policy is subject to discipline up to and including termination.

## **Child Abuse Policy**

### **Section 47.000**

The purpose of this policy is to encourage and require any report of child abuse to appropriate authorities. The University seeks at all times to protect the welfare of minors on its campus. This includes minors who are on the University's campus or participating in off-campus University-sponsored programs. The policy is intended to be interpreted broadly, and any uncertainty about whether to report a potential violation or potential abuse should be resolved in favor of making a report.

### **Who Must Report**

This policy requires anyone, including any employee who, in the scope of their employment responsibilities, examines, attends, counsels, or treats a child, to report suspected physical or sexual abuse of a child to the appropriate authorities. A report should be made to both the University's Security Department and to law enforcement within 24 hours. All University employees, including but not limited to, faculty, staff, coaches, student employees, and administrators are required to report any suspected abuse. If you are not sure whether you are required to report, this policy encourages you to err on the side of caution and report the suspected abuse. You do not need to have proof that the abuse has occurred in order to report.

All reporters must report child abuse when they see, know about, or reasonably suspect the abuse of a child. A report should be made within 24 hours after becoming aware of the suspected abuse. This includes reporting any type of abuse of a child, including physical or sexual abuse. For the purposes of this policy, the following definitions apply:

“Child” means any person under the age of 18 years.

“Physical Abuse” means non-accidental acts or admissions that cause, or fail to prevent, physical injury to a child.

“Sexual Abuse” means the commission of a sexual offense according to Iowa law, including rape, sexual assault, molestation, incest, indecent exposure, or exploitation of a child in a manner in which the child is used for gratification or sexual enjoyment of another person.

### **Procedures**

In the event of an emergency, first call 9-1-1.

Suspected abuse must be reported to both: (1) St. Ambrose University's Security Department, phone number: 563-333-6104, and (2) the Davenport Police Department, phone number: 563-326-6154.

When making a report of child abuse under this policy, the reporter shall provide the following information to the best of their knowledge:

The name of the alleged victim;

The name of the alleged perpetrator;

Time and date of the incidents being reported;

Location where the incidents occurred; and

Any additional information known about the abuse.

### **Mandatory Reporters**

It is possible that some reporters, as well as others who interact with minors, who are on the University's

campus or participating in off-campus University-sponsored programs, may be Mandatory Reporters of child abuse under Iowa Code § 232.69. These individuals have additional responsibilities to report all forms of child abuse as described in Iowa Code § 232.68(2). Pursuant to § 232.69, Mandatory Reporters must report suspected abuse to the Department of Human Services. Child abuse should be reported to the Department of Human Services by calling the toll free child abuse reporting hotline 24 hours/day, 1-800-362-2178.

**The University encourages everybody, including those who are not Mandatory Reporters under Iowa Code § 232.69, to report all forms of child abuse to the Department of Human Services in addition to reporting to the University's Security Department and the Davenport Police Department under this policy.**

### **Prohibition on Retaliation**

Consistent with Iowa law, the University will take no retaliatory action against any employee who makes a good faith report of child abuse pursuant to this policy.

## **Minors On Campus Policy**

Section 48.000

### **Purpose**

St. Ambrose University ("University") welcomes minors who visit the University and participate in activities and programs held by University Sponsoring Units and on University property. To provide for appropriate supervision of minors who are involved in University-sponsored activities and programs, and programs held by third parties/sponsoring units on University property, this Policy sets forth rules to be followed. In addition to the rules set forth below, all minor visitors are subject to general University policies, including conduct policies, and any applicable federal, state, and local laws. This Policy does not apply to general, public events where parents/guardians are invited/expected to provide supervision of minors on University property, or to events where parents/guardians and teachers are explicitly required to accompany their children<sup>1</sup>. The requirements under this Policy vary depending on the specific activity at issue, and the age of the minor.

### **Definitions As Used In This Policy:**

**Minor:** A person, under the age of eighteen (18) years.

**University Facilities:** Facilities owned by, or under the exclusive control of, the University.

**Programs:** Programs and activities offered by various academic or administrative units of the University, or by non-University groups using University facilities. This includes but is not limited to workshops, sport camps, academic camps, conferences, pre-enrollment visits, and other similar activities.

**Sponsoring Unit:** The academic or administrative unit of the University which offers a program, or gives approval for a third party to use University facilities and/or housing for a program.

**Authorized Adult:** Individuals, age 18 and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities, recreational, and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adult role may include positions such as counselors, chaperones, coaches, instructors, etc. This definition does not include temporary guest speakers, presenters, and other individuals who have no direct contact with program participants other than short term activities supervised by Authorized Adults. Authorized Adults are considered to be mandated reporters as defined by Iowa law. Further guidance on reporting child abuse for St. Ambrose University employees is provided in the Child Abuse

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<sup>1</sup> Nothing in this policy is intended to supersede the policies and procedures in place at the Children's Campus for the reporting of and response to situations of suspected child abuse. Moreover, nothing in this policy is intended to supersede obligations imposed by law regarding the mandatory reporting or maintenance of privilege by specified professionals.

Reporting Policy.

### **Program Policy Procedures**

#### **1. Documentation Required From Minor Participants and Their Parent/Guardian(s)**

The sponsoring unit shall:

- A. Advise parents/guardians in writing of the procedure for notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problem, natural disasters, or other significant program disruptions. (See Attachment A)
- B. Provide information to parents or legal guardians detailing the manner in which the minor participant can be contacted during the program. (See Document A)
- C. Maintain a directory list of all minor participants and Authorized Adults, include the minor's age, gender, address, parent/guardian names, and emergency contact information.
- D. Obtain a fully completed Medical Treatment Authorization Form that has been signed by the minor and the parent/guardian for each minor participant in the program. Any request to amend the approved form must be approved by the University Human Resources Department prior to its distribution or use. The required Medical Treatment Authorization Form is attached to this Policy. (See Attachment B)
- E. Obtain a Parent/Guardian Consent and Release/Waiver of Liability that has been executed by the minor participant and their parent/guardian. This includes a Photo and Media Release. The form to be utilized to comply with this requirement is attached, and only substitutions that have been approved in writing by the University Human Resources Department are permitted. (See Attachment C)
- F. Provide the minor participants with Program Policies and discipline measures applicable to the program. Program participants and staff must abide by all University regulations and may be removed from the program for non-compliance with these policies. (See Attachment A)

#### **2. Medical Treatment, Distribution of Medication, and Emergency Services**

- A. Maintain a fully completed Medical Treatment Authorization Form that has been signed by the parent/guardian for each minor participant in the program.
- B. Distribution Of Medication  
Authorized Adults will only distribute a minor participants' medication under the following conditions:
  - The parent/guardian has described the medication and dosage in the Medical Treatment Authorization.
  - The minor participant's parent/guardian provides the medication in its original pharmacy container labeled with the participant's name, medicine name, dosage and timing of consumption. Over-the-counter medications must be provided in their manufacturers' container.
  - The Authorized Adult shall keep the medication in a secure location, and at the appropriate time for distribution shall meet with the minor participant.
  - The Authorized Adult shall allow the minor participant to self-administer the appropriate dose of medication as shown on the container.
  - Any medication which the minor participant cannot self-administer must be stored and administered by a licensed healthcare professional associated with the University or, if no one is available, arrangements must be made with another health care professional in advance of the minor participant's arrival. The individual in charge of the program should consult with the University's Health Services Department and the Accessibility Resource Center to discuss reasonable accommodations in this situation.
  - Personal "epi" pens and inhalers may be carried by the minor participant during activities.
- C. Access To Emergency Medical Services  
The Sponsoring Unit shall arrange for access to emergency medical services as needed. Medical care appropriate for the nature of the events, expected attendance, and other variables should be discussed with the University Health Service Department.

#### **3. Program Policies**

All program participants and staff must abide by these program policies. Program participants and staff may be removed from the program for non-compliance with these policies:

- The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- No violence, including sexual abuse or harassment, will be tolerated.
- Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying is prohibited.
- No use of tobacco products (smoking is prohibited on University grounds and in all buildings) will be tolerated.

- The operation of a motor vehicle by minors is prohibited while attending and participating in the program.
- The parking of staff and participant vehicles must be in accordance with University parking regulations.
- If leaving University property during the program, policies and procedures governing when and under what circumstances participants may leave University property during the program, must be provided to the parent/guardian in writing.
- No theft of property regardless of owner will be tolerated.
- Misuse or damage of University property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of University property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.

#### 4. Supervision of Minors

The sponsoring unit shall:

- A. Ensure adequate supervision of minors while they are on University property. Some of the factors to consider in determining “adequate supervision” are the number and age of participants, the activity(ies) involved, type of housing if applicable, and age and experience of the Authorized Adults.
- B. Provide and supervise Authorized Adults, who must be at least 18 years of age, in accordance with the following: The ratio of counselors to program participants must reflect the gender distribution of the participants, and should meet the following:

Standards for resident camps are:

- One staff member for every five campers ages 4 and 5
- One staff member for every six campers ages 6 to 8
- One staff member for every eight campers ages 9 to 14
- One staff member for every ten campers ages 15 to 17

Standards for non-residential camps and programs\* are:

- One staff member for every six participants ages 4 and 5
- One staff member for every eight participants ages 6 to 8
- One staff member for every twelve participants ages 9 to 14
- One staff member for every fifteen participants ages 15 to 17

\* The Children’s Campus shall be subject to the applicable State of Iowa regulations.

#### 5. Use of University Property

All supervised participants in a University program or a program taking place on University property are permitted in the general use facilities (e.g. athletic fields, public spaces, academic buildings) but may be restricted from certain areas of the facilities (e.g. storage rooms, equipment rooms, athletic training rooms, staff/faculty offices) or from utilizing certain equipment, and use is subject to other activities and events taking place at the University.

#### 6. Required Background Checks For Authorized Adults

The Sponsoring Unit shall:

- A. Obtain a satisfactory background check for every Authorized Adult (paid or unpaid) prior to the Authorized Adult’s participation in any program covered by this Policy. This background check must be reviewed and approved by the University Human Resources Department prior to the Authorized Adult working with minors. The University Human Resources Department will maintain a confidential file with background check information.
- B. If an alternative background check is to be considered as a replacement for a background check under this Policy, verifications must be reviewed and approved by the University Human Resource Department prior to the Authorized Adult interacting with minors.
- C. Authorized Adults are required to notify the Human Resource Department of an arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction. This includes any arrests or convictions that occur either between the date of disclosure for a University run background check and the date work begins, or the date of issuance of the publicly-available background check, and the date work begins. This report does not include routine and minor traffic offenses.
- D. When there are High School students, including prospective athletes, participating in pre-enrollment visitation, the hosting St. Ambrose University student(s) will not be required to undergo a background check.

#### 7. Training for Authorized Adults

The Sponsoring Unit shall:

- A. Provide training for Authorized Adults that must include, at a minimum, information about responsibilities and expectations; policies, procedures, enforcement; appropriate crisis/emergency responses; safety and security precautions; confidentiality issues involving minors; mandated reporting; and University responsibility/liability.
- B. Ensure that the Authorized Adults know how to request local emergency services and how to report suspected child abuse (Authorized Adults are considered mandatory reporters under this Policy).
- C. Provide training to Authorized Adults to ensure they are aware of their responsibility to inform program participants about safety and security procedures, University rules, rules established by the program, and behavioral expectations.
- D. Assign an Authorized Adult to be accessible to participants in the program.
- E. Required Child Abuse Prevention/Protecting Minors Training  
The sponsoring unit shall require each Authorized Adult who will be participating in a program covered by this Policy to attend Child Abuse Prevention/Protecting Minors training. Child Abuse Prevention/Protecting Minors is training conducted by an online training program through Get Inclusive. The training makes participants aware of the signs of child sexual abuse, the methods and means by which offenders commit abuse, and steps one can use to prevent child sexual abuse. The policies and procedures are incorporated into the training, defining child sexual abuse and neglect, knowing their responsibilities as mandated reporters, address challenges in identifying and reporting abuse and neglect, recognizing children who are at greater risk and human trafficking. All Authorized Adults participating in programs covered by this Policy must stay current with their Child Abuse Prevention/Protecting Minors training in order to be allowed to work with minor children. If they allow their Child Abuse Prevention/Protecting Minors training to lapse, they will no longer be allowed to participate or be employed by the University to participate in programs involving work with minors.

#### 8. Interactions Between Authorized Adults And Minors

- A. The Sponsoring Unit shall take all necessary steps to ensure that:
  - There is adequate supervision of minors, and the appropriate number of Authorized Adults are present during activities where minors are present.
  - Authorized Adults do not have any direct electronic contact with minors without another adult being included in the communication.
  - Authorized Adults do not have one-on-one contact with minors; there must be two or more Authorized Adults or minors present during activities where minors are present.
  - Authorized Adults do not accept gifts from a minor or give gifts to a minor without the knowledge of such minor's parent/guardian.
  - In the case of adults supervising minors overnight, Authorized Adults should not enter a minor's room, bathroom facility, or similar area without another adult in attendance.
  - Separate accommodations for adults and minors are required other than the minors' parents or guardians.
  - Authorized Adults do not engage in abusive conduct of any kind toward, or in the presence of, or involving a minor.
  - Authorized Adults shall not strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.
  - Authorized Adults shall not pick up minors from or drop off minors at their homes, other than the driver's child(ren), except as specifically authorized in writing in advance by the minor's parent or legal guardian.
  - Authorized Adults shall not provide alcohol or illegal drugs to any minor.
  - Authorized Adults shall not provide prescription drugs or any medication to any minor unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment. Any authorized medication may be distributed as outlined in this Policy.
  - Authorized Adults shall not make sexual materials in any form available to minors participating in programs or activities covered by this Policy, or assist minors in any way in gaining access to such materials.
- B. When University housing is utilized for a program for minors under this Policy, the sponsoring unit must adopt and implement rules and regulations for proper supervision of minors including:
  - Written permission signed by the parent/guardian for the minor to reside in University housing overnight. (see Attachment D)
  - A curfew time which is age-appropriate for the participants, but in no case shall it be later than midnight.
  - In-room visitation to be restricted to participants of the same gender.
  - Guests of participants (other than a parent/legal guardian and other program participants) are restricted to visitation in the building lobby and/or floor lounges, and only during approved hours specified by the program.
  - The program must comply with all security measures and procedures specified by the University Residence Life Department and Security Department.

- Pre-enrollment visit programs for high school students housed overnight in residence halls must be registered with the Residence Life Department.
- Provide a list of all program participants and a directory of program staff to the University Security Department at least one (1) week prior to start of the specified program. This list shall include participant's name; local room assignment (if applicable); gender, age, address, and phone number(s) of parent or legal guardian, as well as emergency contact information.

### **Report of Assault or Abuse**

If a program participant discloses any type of assault or abuse (at any time previously or during the program), or an Authorized Adult has reason to suspect that the participant has been subject to such assault or abuse, the Authorized Adult, as a mandated reporter, must inform the Program Director (Department Manager/Director for non-camp activities) immediately, unless the Authorized Adult believes that the Program Director (Department Manager/Director for non-camp activities) may be involved in the allegations of assault or abuse. The Program Director (Department Manager/Director for non-camp activities) and the Authorized Adult will then call the *Iowa Department of Human Services Hotline* at (800-362-2178) (available 24 hours a day, 7 days a week). In addition, the Program Director (Department Manager/Director for non-camp activities) must immediately call *University Security* at (563-333-6104). Authorized Adults must make all reasonable efforts to ensure the safety of minors participating in programs and activities covered by this Policy, including removal of minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement. If a situation is felt to present immediate danger to a minor, call 911 immediately followed by a call to the University's Security Department.

### **Participation Pending Investigation**

If an allegation of inappropriate conduct has been made against an Authorized Adult participating in a program, the Authorized Adult shall immediately discontinue any further participation in programs and activities covered by this Policy until such allegation has been satisfactorily resolved.

### **Interactions with Minors Not Involved in University Programs**

1. The following provides for appropriate interaction with minors who are not involved in University sponsored programs, programs held at the University and/or programs housed in University facilities.

- A. It may apply to interaction with minors during:
  - Work study and service project opportunities where St. Ambrose students, faculty, staff, volunteers and others associated with the University represent the University
  - Off-campus and campus recruiting activities, excluding when there are High School students, including prospective athletes, participating in pre-enrollment visitation, hosted by St. Ambrose University student(s).
  - Non-University sponsored events held on campus. Examples would include private music lessons given by members of the University faculty, Girl or Boy Scout troop visits facilitated by a member of the University's faculty and staff, etc.
- B. Faculty, staff, students, volunteers, and others associated with St. Ambrose University are required to abide by the following rules when interacting with minors while representing the University:
  - There is adequate supervision of minors, and the appropriate number of Authorized Adults present during activities where minors are present.
  - Authorized Adults do not have any direct electronic contact with minors without another adult being included in the communication.
  - In the case of adults supervising minors overnight, Authorized Adults should not enter a minor's room, bathroom facility, or similar area without another adult in attendance, consistent with the policy of not having one-on-one contact with minors.
  - Separate accommodations for adults and minors are required other than the minors' parents or guardians.
  - The Authorized Adults do not engage in abusive conduct of any kind toward, or in the presence of, a minor.
  - The Authorized Adults do not strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.
  - The Authorized Adults do not pick up minors from or drop off minors at their homes, other than the driver's child(ren), except as specifically authorized in writing by the minor's parent or legal guardian.
  - The Authorized Adults shall not provide alcohol or illegal drugs to any minor. Authorized Adults shall not provide prescription drugs or any medication to any minor unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment.
  - The Authorized Adult does not make sexual materials in any form available to minors participating in programs or activities covered by this Policy or assist them in any way in gaining access to such materials.
- C. All minors on campus must be escorted or supervised at all times by an Authorized Adult. It is the responsibility of the parent/guardians or other Authorized Adult to make appropriate off-campus arrangements if the minor cannot be accompanied at all times while on campus.
  - Minor children are not allowed in classrooms where classes are in session unless there are no other options reasonably available, and permission is granted by the faculty member. The minor child must not be left unattended and the student may be asked to leave if the minor child becomes disruptive.

- Bringing a minor child to work is generally not allowed unless there are no other options reasonably available. A parent/guardian must provide supervision of the minor child at all times and the child should not interfere with workplace activities.
  - Minor children are not allowed in high risk areas such as laboratories, medical facilities, mechanical rooms, construction zones, food preparation areas, athletic equipment facilities, or areas containing tools, equipment, or hazardous materials.
  - Exceptions to this policy may include minors who are enrolled in undergraduate and graduate programs for academic credit.
- D. Any Authorized Adult who is aware of any known or reasonably suspected violation of this Policy shall report the violation or alleged violation as follows:
- For situations involving emergencies, call 911 or Campus Security at (563-333-6104).
  - For situations that do not involve emergencies, report to the sponsoring unit, which in turn has an obligation to report the matter to the St. Ambrose University Human Resources Department (563-333-6191).

#### **Compliance of Non-University Sponsored Programs**

Non-University entities providing Authorized Adults for supervision of minors in Non-University sponsored programs must provide to the University satisfactory evidence of compliance with all of the requirements of this Policy at least thirty (30) days prior to the scheduled use of University facilities. This includes a signed and approved agreement for use of University facilities, program participation information, and proof of liability insurance coverage with minimum liability limits of \$1 million per occurrence and \$3 million aggregate. All Authorized Adults must provide proof of a background check and proof of training for all Authorized Adults on their responsibilities as a mandatory reporters, and emergency response procedures.

#### **Program Registration**

The Sponsoring Unit shall register the program or activity in which minors are expected to participate with Student Academic Services at least sixty (60) days prior to the first scheduled date of participation by minors. The Sponsoring Unit shall provide evidence of compliance with all of the requirements of this Policy at least thirty (30) days prior to the scheduled use of University facilities.

#### **Prohibition Against Retaliation**

The University expressly prohibits any form of retaliatory action against a person for reporting a violation of this Policy or because of their participation in an investigation of a violation of this Policy. Acts of alleged retaliation should be reported immediately to the Human Resources Department, which will be investigated and prompt remedial action will be taken if a violation of this Policy is found.

#### **Requested Exceptions to This Policy**

Any exceptions to the application of this Policy must be approved in advance, and in writing, by the Human Resources Department at 563-333-6191.

#### **FORMS (found on pages 75-82):**

- A. Program Policies & Procedures
- B. Medical Treatment Authorization Form
- C. Consent, Assumption of the Risk, Waiver and Release of Liability
- D. Overnight Visitor Agreement (under age 18)

### **Gifts from External Parties to Employees**

#### Section 50.000

Employees in certain positions have the ability to influence procurement and contractual decisions. Employees in these positions have a particular responsibility to avoid situations that will constitute a conflict of interest, or have the appearance of a conflict of interest. No such employee shall pursue their own interest at the expense of the University.

A conflict of interest can occur when a personal interest interferes with the independent judgment required by employees in order to perform their duties and responsibilities in the best interests of the

University. This policy is intended to establish a minimum standard for all University employees.

The acceptance of significant material gifts or special favors (defined as \$200 in value or higher) by an employee of the University from anyone doing business with, or soliciting business from, the University is not permitted. The only exceptions to this are minor gifts and token courtesies that do not place, or do not have the appearance of placing, the recipient under any obligation when making decisions on the University's behalf.

When an employee is offered a gift or hospitality, they should discuss the offer with their direct supervisor. However, University employees can accept the following:

A plaque or an award;

Items of insignificant value that are commonly given to everyone (e.g. key chains, T-shirts, coffee mugs or bags);

Informational materials that are commonly given by vendors to everyone (e.g. booklets, audio or video tapes);

Goodwill exchange gifts when University officials are on a mission abroad or visiting other domestic institutions or when officials from other institutions visit St. Ambrose University. Because the refusal of a gift could offend the hosting officials, such gifts can be accepted. If the gifts are of significant value (i.e. greater than \$200) they become the property of the University and should be discussed with the employee's direct supervisor;

Business meals with a prospective vendor or at professional meetings and conferences are allowed if the University gains from such attendance and if the value of the meal does not exceed \$200.

Examples would include investigations of a vendor's capability to service the University, review of new product or facility, and when individuals perceive that continuing discussions with a vendor through mealtime has merit. Repetitive mealtime meetings should be discouraged. Meals associated with pure entertainment, where University business is not discussed, are not considered business meals;

Gifts of social entertainment, if the value of the entertainment is less than \$200 per person and the gift does not obligate the employee; and

Gifts of food or drink delivered to the University, provided the food and drink is less than \$200 and is shared with members of the University community.

## **Conflict of Commitment**

### Section 51.000

The purpose of this Policy is to provide guidance on the University's requirements related to possible Conflicts of Commitment resulting from Outside Employment and Outside Professional Commitments;

- 51.100 A *Conflict of Commitment* refers to a situation where an individual engages in external activities, either paid or unpaid, that interferes with their primary obligation and commitment to the University. This includes teaching at other institutions. Individuals employed full-time at the University should evaluate and arrange their external interests in order to avoid compromising their ability to carry out their primary professional obligations to the University (which may include clinical obligations). Most conflicts of interest or commitment can generally be avoided or resolved through the exercise of personal judgment. Teaching at other institutions requires prior approval of the Department Chair, College Dean, and Chief Academic Officer or other appropriate VicePresident.

## **Chosen Name Policy**

### Section: 52.000

- 52.00 St. Ambrose University is an independent, comprehensive, and Catholic diocesan university firmly grounded in the liberal arts and Catholic identity and values. In accordance with our core values, we believe in the inherent God-given dignity and worth of every person. As such, the University and its

community strives to develop an understanding of human cultures, achievements, capabilities, and limitations to promote justice and peace and use our talents in service to others and the world. We welcome people from other countries and cultures to study, learn, and work at St. Ambrose.

Therefore, the University recognizes that as a community many of its members use names other than their legal names to identify themselves. As long as the use of this chosen name is not for the purposes of misrepresentation, the University acknowledges that a "chosen name" can and should be used wherever possible in the course of University business and education.

It is the policy of the University that any student, active or retired faculty or staff member, or alumni may choose to identify themselves within the University's information system (Colleague) with a chosen name in addition to the person's legal name. It is further understood that the person's chosen name shall be used in as many University communications and reporting measures as possible, acknowledging the instances when the use of a legal name is required or the University's data enterprise system limits such use. The legal last name must be used in all circumstances.

The individual is free to determine the chosen name they want to be known by in the University's information systems. However, inappropriate use of the chosen name policy (including but not limited to avoiding a legal obligation or misrepresentation) may be cause for denying the request.

#### Who Can Set a Chosen Name?

Because chosen names are set using the University's data enterprise system (Colleague), only those individuals with access can set chosen names. As such, students must notify the Office of the Registrar of a chosen name by completing the Name Change form on the Registrar's webpage (<http://www.sau.edu/academics/academic-resources/registrar/policies>) or portal page (<https://mysau.sau.edu/Academics/OfficeofRegistrar/Pages/default.aspx>).

#### List of Instances Where "Chosen Name" Will Likely Be Used:

- Class rosters
- Advising rosters
- Student Planning Advising software
- BeeCard (school ID)
- Alumni communications
- Advancement communications
- Email addresses
- University mailings
- University press releases

#### Chosen Names FAQ

Can any member of the St. Ambrose community request a chosen name?

Any student, active or retired faculty or staff member, or alumni may choose to identify themselves within the University's information system (Colleague) with a chosen name in addition to the person's legal name.

How do I set a chosen name?

Students and Employees (both retired and active) may complete the Name Change form on the Registrar's portal page (<https://mysau.sau.edu/Academics/OfficeofRegistrar/Pages/default.aspx>).

Alumni may complete the Name Change form on the Alumni webpage

(<http://www.sau.edu/alumni/connect/update-your-information>)

Can I set my chosen name to whatever I want?

Yes, but the University reserves the right to deny or remove a chosen name if it is used inappropriately or in a way that is not authentic or in the spirit of dignity and worth of the University's core values of diversity and integrity.

Can I use my chosen name for everything at the University?

No. Your legal name will continue to be used in business processes that require use of the legal name, such as for financial aid, payroll records, contracts, and transcripts.

How do I correct or change my legal name for University systems?

Please contact the Office of the Registrar at 563-333-6204 between the hours of 8am - 4:30pm Monday through Friday.

How do I put my chosen name on my BeeCard (ID)?

Please visit the Bee Card Service Desk located in the Dean of Students Office 8am - 4:30pm Monday through Friday.

How do I use my chosen name for my email address?

Please contact the IT helpdesk at 563-333-6383 or submit a servicedesk ticket at <http://www.sau.edu/IT>

## **Email Policy**

### **Section 53.000**

53.000 St. Ambrose University (SAU) provides electronic mail for use by students, faculty, staff, emeritus faculty, alumni and others affiliated with SAU. SAU encourages the appropriate use of email to further its mission goals. SAU provides email for use when engaging in activities relating to instruction, research, clinical and public service, and management and administrative support. SAU also permits incidental personal use provided that such use does not interfere with SAU operations, does not generate incremental identifiable costs to the University, or does not negatively impact the user's job performance. For a full description of the policy <http://www.sau.edu/policies/email-policy>

## **Social Media**

### **Section 54.000**

54.000 Social media has introduced a new means of communication, collaboration and engagement. St. Ambrose University supports the open exchange of ideas among students, faculty, staff, alumni, community, and the broader world. As technology is influencing the speed, means, and audience for this exchange of ideas, it is incumbent upon all St. Ambrose employees to use social media responsibly. The purpose of this policy is not to restrict the flow of useful and appropriate information, but to protect the legitimate business rights of St. Ambrose University. For a full description of the policy <http://www.sau.edu/policies/social-media-policy>

## **Network & Acceptable Use**

### **Section 55.000**

55.000 The St. Ambrose University Computer Network (SAUNET) is a university-wide computer network that provides access to electronic mail, to library and other information services, to local computing resources and, through its connection to the Internet, to computing and information resources throughout the world. Its purpose is to enrich the education of students, to expand the research opportunities of faculty, and to enhance communication across all constituencies of the university. Students, staff and faculty are encouraged to use the network for educational research projects, for personal and professional e-mail with colleagues and friends, to help facilitate administrative tasks and improve workgroup communication, and to access educational information both within the university and throughout the Internet. For a full description of the policy <http://www.sau.edu/policies/network-policy>

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*Employee Suggestion Form*

**Instructions:** You may make a copy of this form, or obtain a form from the human resources office. Write your suggestion clearly indicating exactly what is to be done; if you need more space or if it is necessary to draw a sketch use the back of this form or securely attach a sheet of plain paper.

**My suggestion is:**

**My suggestion will accomplish the following:**

P l e a s e P r i n t

Employee's Name \_\_\_\_\_

Department \_\_\_\_\_ Date \_\_\_\_\_

**All suggestions become the property of the University to do with as it sees fit.**

Employee's Signature.....

Appendix C to Part 825–Notice to Employees Of Rights Under FMLA (WH Publication 1420)

**EMPLOYEE RIGHTS AND RESPONSIBILITIES  
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

**Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Benefits and Protections**

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

**Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer 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 the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

**Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

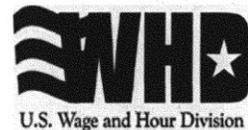
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)





## **Program Policies and Procedures** (Attachment A)

All program participants and staff must abide by these program policies and procedures. Failure to follow policies and procedures listed below, or additional program rules, may result in dismissal from the program without a refund and other disciplinary actions where appropriate.

- All participants must submit a fully completed Medical Treatment Authorization Form
- All participants must submit a Consent and Release/Waiver of Liability Form as executed by the minor participant and their parent/guardian
- The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- No violence, including sexual abuse or harassment, will be tolerated.
- Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying is prohibited.
- No use of tobacco products (smoking is prohibited on University grounds and in all buildings) will be tolerated.
- The operation of a motor vehicle by minors is prohibited while attending and participating in the program.
- The parking of staff and participant vehicles must be in accordance with University parking regulations.
- If leaving University property during the program, policies and procedures governing when and under what circumstances participants may leave University property during the program, must be provided to the parent/guardian in writing.
- No theft of property regardless of owner will be tolerated.
- Misuse or damage of University property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of University property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- Parents/guardians must provide contact information in the event of an emergency, including medical or behavioral problems, natural disasters, or other significant program disruptions
- In the event that a parent/guardian needs to contact the minor participant, they can contact:  
\_\_ (program point of contact) \_\_\_\_\_
- In the event of an emergency, please contact University Security at 563-333-6104

\*Additional Program Policies/Rules may apply



**MEDICAL TREATMENT AUTHORIZATION (Attachment B)**

All minors who are involved in University-sponsored programs, programs held at the University and/or programs housed in University facilities, are required to have their parent/guardian complete this document and return it to the University. The information on this document will be shared on a need to know basis only, and will otherwise be kept confidential.

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender \_\_\_\_ E-Mail \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Mother \_\_\_\_\_ Father \_\_\_\_\_ Guardian \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**List the following information for the person who carries medical insurance on the participant:**

**\*\*\*\**Please provide a copy of the insurance card*\*\*\*\***

Full Name \_\_\_\_\_ Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

Insurance Co. \_\_\_\_\_ ID, Group & Plan Nos. \_\_\_\_\_

**MEDICAL HISTORY OF PARTICIPANT**

**CURRENTLY HAS (OR HAS EVER HAD)**

**NO YES**

- |   |       |                     |
|---|-------|---------------------|
| 1. ALLERGIES TO FOODS   | _____ | _____ SPECIFY _____ |
| 2. ALLERGIES TO MEDICATIONS   | _____ | _____ SPECIFY _____ |
| 3. ENVIRONMENTAL ALLERGIES  | _____ | _____ SPECIFY _____ |
| 4. ASTHMA (OR OTHER RESPIRATORY ILLNESS)  | _____ | _____ SPECIFY _____ |
| 5. DIABETES   | _____ | _____ SPECIFY _____ |
| 6. SEIZURE/EPILEPSY   | _____ | _____ SPECIFY _____ |
| 7. HEART OR BLOOD PRESSURE CONDITION  | _____ | _____ SPECIFY _____ |
| 8. ORTHOPEDIC ISSUES REQUIRING MEDICAL ATTENTION  | _____ | _____ SPECIFY _____ |
| 9. ANY CONDITION LIMITING STRENUOUS ACTIVITY  | _____ | _____ SPECIFY _____ |
| 10. SERIOUS ILLNESS/INJURY REQUIRING HOSPITALIZATION  | _____ | _____ SPECIFY _____ |
| 11. ATTENTION DEFICIT DISORDER (ADD) or AD/HD*  | _____ | _____ SPECIFY _____ |
| 12. A PSYCHIATRIC DIAGNOSIS (such as depression, OCD, panic/anxiety disorder, eating disorder)* | _____ | _____ SPECIFY _____ |
| 13. EMOTIONAL HEALTH CONCERN*   | _____ | _____ SPECIFY _____ |
| 14. SEEN OR IS CURRENTLY SEEING A PROFESSIONAL TO ADDRESS MENTAL/EMOTIONAL CONCERNS*            | _____ | _____ SPECIFY _____ |

\*If you answered "yes" to statements 11-14 above, please attach a separate sheet providing details.

ANY OTHER HEALTH RELATED ISSUE(S): SPECIFY \_\_\_\_\_

DAILY MEDICATIONS (NAME, DOSAGE, TIMES, CONDITION MEDICATION TREATS)  
SPECIFY \_\_\_\_\_

AS NEEDED MEDICATIONS (NAME, DOSAGE, FREQUENCY, CONDITION MEDICATION TREATS)  
SPECIFY \_\_\_\_\_

Is this person normally aware of their own health care needs? Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** Medication must be provided in its original pharmacy container, labeled with participant's name, medicine name, dosage, and timing of consumption. Over-the-counter medication must be provided in the original manufacturers' container.

**Additional Information:** Please provide in the space below any additional information about the participant's health that you think is important for us to be aware of, and you can attach additional pages as necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Emergency Contact:**

Name & Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ Phone # \_\_\_\_\_

Name & Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ Phone # \_\_\_\_\_

The undersigned certifies that they are the parent/guardian of the minor child participant identified below, and that their son/daughter has permission to engage in the programs and activities at St. Ambrose University. In the event of an urgent medical matter, if I cannot be reached, I hereby give permission to the St. Ambrose University official and/or his/her designee to secure and authorize in my absence any and all medical treatment they deem necessary, including but not limited to Emergency Department treatment, laboratory tests, radiological tests/procedures, intravenous fluids, medications, physician services, and/or surgical procedures, for my child named above. In addition, I give my permission for the St. Ambrose University official and/or their designee to exchange information regarding my child's medical history and current medical/health status with the physician and medical facility staff. The undersigned parent/guardian also agrees that they will be fully responsible for paying any expenses related to any medical treatments.

X \_\_\_\_\_ X \_\_\_\_\_

Parent/guardian if participant under 18 years Participant under 18 years

\_\_\_\_\_  
Print Name Print Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



### **CONSENT, ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY (Attachment C)**

This Consent, Assumption of the Risk, Waiver and Release of Liability applies to minors who are participating in activities/programs that are sponsored by St. Ambrose University ("University"), programs that are held at the University, and/or programs that are housed in University facilities, which may be held by other third parties. Please read this document carefully because it contains important information, and by signing this document you are expressly assuming risks and waiving all legal liability for all claims for injuries, damages or loss that you and/or your minor child may sustain as a result of participation in any of the above-described activities/programs.

**Certification of Status-** The undersigned certifies that they are the parent or legal guardian of the minor child identified in this Agreement

**Fitness to Participate/Assumption of the Risk-** The undersigned parent/guardian and participant affirmatively state that the participant is physically and mentally fit to fully participate in the activities/programs at the University. The undersigned parent/guardian and participant also recognize that not all activities associated with the activities/program will be supervised, and that the University is not responsible for any injury or loss the participant may suffer.

The undersigned parent/guardian and participant also agree and recognize that the activities/programs that the participant may engage in at the University may involve inherent risks and hazards, and that the University cannot guarantee the safety of the participant. Potential risks and hazards include, but are not limited to (this is an illustrative not exhaustive list):

- Injury from physical injury, or even death, resulting from accident, medical care or treatment, lack of medical treatment, natural disasters, violent weather or other acts of God.
- Physical injury or exertion, mental or emotional distress.
- Potential acts of third parties including potential criminal or improper acts by third parties.
- Loss of property.

The undersigned parent/guardian and participant expressly recognize these risks, and assume all of these risks and responsibilities related to or arising out of the participant's participation in the activities/programs at the University.

**Use of Photographs/Images-** The undersigned parent/guardian and participant agree that the University can photograph the participant during activities/programs at the University, and that any such photographs are the sole property of the University. The undersigned parent/guardian and participant further agree and understand that the University may post such pictures on the Internet and social media websites, and that the undersigned parent/guardian and participant will not be consulted prior to the use of any such photographs.

**Reimbursement for Medical Expenses**- In a separate form, the parent/guardian of a minor participant is required to provide the University with an executed Medical Treatment Authorization Form. In the event that the University obtains medical care for the minor participant pursuant to that consent, the undersigned agrees to reimburse the University for all expenses related to the medical treatment, and further agrees to release the University (including any University volunteers, officers, employees, insurers, affiliates, agents and representatives) from any and all liability related to such treatment.

**Release, Waiver and Covenant Not to Sue**- The undersigned, as the parent/guardian of the participant, hereby consent to their child's participation in the activities/programs program/activity to be held on or about \_\_\_\_\_, at St. Ambrose University.

The undersigned parent/guardian hereby forever RELEASE, WAIVE, AND COVENANT NOT TO SUE (on my own behalf and on behalf of my child), St. Ambrose University and their volunteers, officers, employees, independent contractors, insurers, anyone associated or affiliated with St. Ambrose directly or indirectly, agents and representatives (hereinafter collectively referred to as "Released Parties"), from any and all liability to myself, my child, my spouse, my family and any personal representatives, heirs, and assigns for any and all damages and/or loss, including but not limited to medical expenses, personal injury, death, loss of consortium and/or society, property damage, costs and attorneys' fees, whether caused by the negligence, omissions, or fault of any kind of the Released Parties or otherwise, that my child may sustain as a result of their participation in the above-described activities. I further state that if, despite this release and waiver of liability, I, my child, or anyone on behalf of my child, makes a claim against the Released Parties, I will indemnify, save and hold the Released Parties harmless from any and all loss, liability, damage or cost that may be incurred as a result of such a claim.

I acknowledge that the activities/programs that my child will engage in at the University may be dangerous and involve both known and unknown risks of property damage, serious personal injury or even death, and that any supervision or activities by the Released Parties does not ensure the safety of my child, and that none of the Released Parties are an insurer of my child's personal safety or property.

**Governing Law**- This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without taking into consideration the State's conflict of law provisions.

By signing below, I acknowledge I have read the foregoing document and intend it be in full force and effect, and that no one has made any representations to me concerning the safety or danger of the above-described activities other than the representations in this Agreement.

**IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO THE TERMS SET FORTH ABOVE.**

**I HAVE READ THE FOREGOING DOCUMENT AND I AM VOLUNTARILY SIGNING THE AGREEMENT AND I INTEND THAT IT BE IN FULL FORCE AND EFFECT.**

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED PARENT/GUARDIAN NAME

\_\_\_\_\_  
PRINTED PARTICIPANT NAME

DATE \_\_\_\_\_

DATE \_\_\_\_\_



## Overnight Visitor Agreement (under age 18) (Attachment D)

In consideration of my child participating in a visit at St. Ambrose University ("University") and using St. Ambrose facilities, the undersigned, as the parent/guardian of \_\_\_\_\_, enters into this Agreement and gives permission for my child to visit St. Ambrose and also stay overnight in University housing on or about the dates of: \_\_\_\_\_.

**Certification of Status-** The undersigned certifies that they are the parent or legal guardian of the minor child identified in this Agreement.

**Compliance With University Policies-** I understand that my child is responsible for their behavior at all times, and that any violation of the University's policies and code of conduct may result in disciplinary action against my child, and possible denial from acceptance to the University or University Programs, or the revocation of acceptance to the University, depending on the specific circumstances of the conduct.

The undersigned participant agrees that they will adhere to the conduct provided in the St. Ambrose University Student Handbook. This includes, but is not limited to: the prohibition of the consumption of alcohol, drugs, or other illegal or illicit material, and vandalism of University property. The undersigned participant will follow the residence hall rules and regulations regarding signing in, visiting hours, and noise levels. The undersigned participant also agrees to be respectful to room hosts' property and will act in accordance to rules regarding cell phone use if attending a class while on campus.

**Acknowledgement Of Activities-** The undersigned agrees and acknowledges that they have familiarized themselves with the activities that the undersigned and/or their child will be participating in at St. Ambrose, and agree that the undersigned and/or their child will fully participate in these activities without restriction or limitation. The undersigned also agrees and understands that not all activities during the visit will be supervised.

**Illness/Injury/Medical Treatment Authorization-** The undersigned parent/guardian agrees that in the event of injury or illness, the University staff member in charge may act on my behalf and at my expense in obtaining medical treatment for my child, and I have submitted an executed Medical Treatment Authorization Form to authorize this treatment. The undersigned also acknowledges that they will be responsible to pay for any expenses relating to any such medical treatment.

**Release/Waiver/Covenant Not To Sue-** The undersigned parent/guardian hereby forever RELEASES, WAIVES, AND COVENANTS NOT TO SUE (on my own behalf and on behalf of my child), St. Ambrose University and their volunteers, officers, employees, independent contractors, insurers, anyone associated or affiliated with St. Ambrose directly or indirectly, agents and representatives (hereinafter collectively referred to as "Released Parties"), from any and all liability to myself, my child, my spouse, my family and any personal representatives, heirs, and assigns for any and all damages and/or loss, including but not limited to medical expenses, personal injury, death, loss of consortium and/or society, property damage, costs and attorneys' fees, whether caused by the negligence, omissions, or fault of any kind of the Released Parties or otherwise, that my child may sustain as a result of their visit to the

University. I further state that if, despite this release and waiver of liability, I, my child, or anyone on behalf of my child, makes a claim against the Released Parties, I will indemnify, save and hold the Released Parties harmless from any and all loss, liability, damage or cost that may be incurred as a result of such a claim.

The undersigned acknowledges that the activities/programs that my child will engage in at the University may be dangerous and involve both known and unknown risks of property damage, serious personal injury or even death, and that any supervision or activities by the Released Parties does not ensure the safety of my child, and that none of the Released Parties are an insurer of my child's personal safety or property. By signing below, I acknowledge I have read the foregoing document and intend it be in full force and effect, and that no one has made any representations to me concerning the safety or danger of the above-described activities other than the representations in this Agreement.

**Governing Law**- This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without taking into consideration the State's conflicts of law provision

**IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO THE TERMS SET FORTH ABOVE.**

**Overnight Visitor Agreement (under age 18)**

**I HAVE READ THE FOREGOING DOCUMENT AND I AM VOLUNTARILY SIGNING THE AGREEMENT AND I INTEND THAT IT BE IN FULL FORCE AND EFFECT.**

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED PARENT/GUARDIAN NAME

\_\_\_\_\_  
PRINTED PARTICIPANT NAME

DATE \_\_\_\_\_

DATE \_\_\_\_\_