



Office of People and Culture
JACKSONVILLE UNIVERSITY

EMPLOYEE HANDBOOK

This handbook contains a summary explanation of many of the benefits and University policies in effect at the time of publication. It is not intended to create an employment contract and is subject to change at any time at the discretion of the University.

It is the responsibility of each employee to review the Handbook, so the employee is familiar with University policies and procedures.

Revised 07/2022

EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

This is to provide you with information and directions to our Employee Handbook on the Jacksonville University intranet.

Go to: <https://www.ju.edu/humanresources/docs/ju-employee-handbook.pdf>
and click on the Employee Handbook link.

This Employee Handbook supersedes all previous versions that have been issued by the University. This form contains my acknowledgment that I have received directions for accessing the Jacksonville University Employee Handbook and hereby acknowledge that it is my responsibility to review the handbook so that I am familiar with University policies and procedures.

I understand that the Employee Handbook provides general statements of policy and procedures and is not an express or implied contract or promise guaranteeing any term or condition of employment or continued employment with the University for any period. I understand that the Employee Handbook and the policies and procedures on which they may be based, are subject to additions, modifications, deletions and other changes, and that the University may not be able to provide advance notice of the change. Because of this, I further understand that I should contact the Human Resources Office to obtain current information regarding the status of any particular policy, procedure or practice.

I also understand that my employment at the University is on an at-will basis, and that the University or I may terminate my employment relationship at any time, for any reason or no reason, with or without cause or notice. I understand that new employees are hired subject to a 90 calendar day introductory period. I understand that no representative of the University, except the President, has the authority to enter into an agreement with me relating to any term or condition of my employment, including, without limitation, any agreement for employment for any specified period, or to make any promises or commitments contrary to the foregoing. I further understand that any employment agreement entered by management shall not be valid or enforceable unless it is in writing and signed by both parties.

Signature of Employee

Date

Name of Employee (please print)

WELCOME MESSAGE

Welcome to Jacksonville University, we are very pleased to have you join us! As a new staff member, you will be joining a team of dedicated employees who are committed to the University's mission of preparing students for life-long success in learning, achieving, leading and serving. You will play a vital role in helping JU accomplish this mission.

JU is an open, friendly, and inclusive place to work. We strive to provide each person with meaningful employment, career opportunities, excellent benefits and a superior working environment. Working together and finding creative solutions to problems can only strengthen us, so please feel free to offer new ideas, suggestions or comments.

Remember, the support you lend faculty and students on a daily basis helps maintain the JU tradition of a caring, personal, high-quality university. Recently, U. S. News & World Report ranked JU as one of the top schools in America. This honor, along with others we've received, is the direct result of collaboration and cooperation among staff, faculty and students. We have a lot to be proud of here at JU.

Just as our students grow and progress, we want all of our employees to thrive at JU. You are encouraged to take advantage of self-development activities, educational courses and the various campus events available to you.

For detailed information about the benefits and University policies and procedures, please refer to the Employee Handbook. Our program is based on respect for each individual, and recognizing that every member of the University community is important to achieving our mission and vision.

Again, welcome to our University family. We're proud to have you join us. Challenge yourself to be the best at what you do. And, above all, enjoy your employment at JU.

Sincerely,

Tim Cost
President
Jacksonville University

JACKSONVILLE UNIVERSITY

MISSION

Our mission at Jacksonville University is to prepare each student for life-long success in learning, achieving, leading and serving.

We accomplish this mission in a small, comprehensive, independent university community located within a vibrant metropolitan setting. The University serves an ethnically and geographically diverse, predominantly undergraduate student body, as well as adult learners in selected undergraduate and graduate programs.

The Jacksonville University learning community provides personalized service, close student-faculty interaction and an extensive array of educational and co-curricular programs. Our learning experience emphasizes engaged learning, the integration of thinking with doing, and the combination of professional preparation with a strong liberal arts foundation.

VISION

Jacksonville University will be a nationally and internationally recognized university known for the success of its students, an inviting and supportive campus, innovative signature programs and strategic partnerships with business and industry.

VALUES

The Jacksonville University learning and living community values:

- students and the quality of their learning/living experience as the highest priority.
- faculty and student engagement in teaching, learning and extending knowledge within an environment of excellence and academic freedom.
- service to the University, community and society.
- honesty, integrity and mutual respect.

PROFILE

Jacksonville University is a private, independent institution. The University offers a balanced approach to coeducational higher education, combining the best attributes of the liberal arts and sciences tradition and professional studies. As a result, students are equipped not only to succeed in meaningful careers and advanced study at the graduate level, but also to function as well-educated, well-rounded citizens in society. This balanced educational preparation further enables students to respond confidently to changing and evolving career and personal opportunities. Jacksonville University offers a rigorous curriculum that addresses the diverse interests, curiosities and educational needs of the total person. While its Core Curriculum exposes students to the broad spectrum of human thought and accomplishment, specialization for specific career or life pursuits is provided within the major.

The College of Arts of Sciences, the Davis College of Business, the College of Fine Arts and the Brooks Rehabilitation College of Healthcare Sciences conduct JU's traditional undergraduate and graduate academic programs. Offering more than 40 undergraduate majors – these include newly designed majors in Electrical and Mechanical Engineering, Business Analytics, Business Information Systems and Information Systems – the University confers the Bachelor of Arts, Bachelor of Business Administration, Bachelor of Science, Bachelor of Science in Nursing, Bachelor of Fine Arts, Bachelor of Music and Bachelor of Music Education. Pre-professional studies are available for students interested in dentistry, law, medicine, pharmacy and veterinary medicine. The Aviation Program is offered in cooperation with Aerosim Flight Academy, owned by Aerosim Technologies and Delta Airlines.

Jacksonville University maintains a legacy of service to the community. It has been an ardent supporter and provider of cultural and educational programs that enhance the quality of life for Jacksonville and Florida's First Coast citizens. Recognizing the educational needs of working adults, JU also created baccalaureate programs offered during evening hours, on weekends, at off-campus locations and in accelerated formats that assist nontraditional students to continue or complete college degrees.

The Accelerated Degree Program administers degree completion options for nontraditional and adult learners. The eight-week accelerated class options offer intensive studies during weekday evenings and on weekends. Students enrolled may earn a Bachelor of Science (B.S.) degree in Social Sciences, a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree in Interdisciplinary Studies, or a Bachelor of Business Administration (B.B.A.) degree with majors in Business Administration, Finance, Marketing and or Management.

Graduate programs in Business, Choreography, Education, Health Informatics, Mathematics, Marine Science, Mental Health Counseling, Nursing, Orthodontics, Speech Pathology and Visual Arts infuse the community with highly skilled professionals who are instrumental in strengthening the local economy, improving the quality of elementary and secondary education, and meeting the health care requirements of our citizens. The College of Arts and Sciences offers a Masters of Arts (M.A.) in Mathematics and the Master of Arts/Master of Science degree in Marine Science, as well as an online Master of Education (M.Ed.) in Reading Education Program, and a Master of Science (M.S.) in Leadership and Learning with concentration in Educational Leadership and Instructional Leadership and Organization Development. The Davis College of Business has a Master of Business Administration (M.B.A.) offered in three formats: the day-time and evening M.B.A. program and the Executive M.B.A. program, as well as a Master of Science in Organization Leadership and a Doctor of Business Administration (D.B.A.) degree program. The College of Fine Arts offers the Master of Fine Arts degree in Choreography and Visual Arts. The Brooks Rehabilitation College of Healthcare Sciences offers a Master of Science in Nursing (M.S.N.) with cognates in Clinical Nurse Educator, Leadership in Healthcare Systems, Family Nurse Practitioner with the option of Emergency Nurse Practitioner Specialization, Psychiatric Mental-Health Nurse Practitioner, Nursing Informatics, and a dual degree program with the Davis College of Business: Master of Science in Nursing & Business Administration, as well as Master of Science degrees in Speech-Language Pathology, Health Informatics and the new Clinical Mental Health Counseling program scheduled to begin in Fall 2015. The Brooks Rehabilitation College of Healthcare Sciences also offers the Doctor of Nursing Practice degree in both a post MSN to DNP program and a BSN to DNP program. The Public Policy Institute offers a unique interdisciplinary Master in Public Policy degree. Two innovative 5 year programs are also offered: a combined Bachelor of Science/Master of Education degree in Elementary Education offered through the College of Arts and Sciences and 4+1 undergraduate degree/Master of Business Administration degree offered through the Davis College of Business.

Special Academic Opportunities

Jacksonville University and the Florida Coastal School of Law (Coastal Law) have entered into an agreement that will allow selected JU students who have met the requirements to enter Coastal Law after completing only three years of undergraduate study at JU. Participants will earn both a baccalaureate degree and a J.D. under the 6-year program.

The strength of our programs is a function of the University's nationally recognized faculty, some of whom have been honored by such organizations as the Carnegie Foundation for the Advancement of Teaching, the Council for the Advancement and Support of Education, the Pew National Fellowship Program, the Fulbright Scholarship Program and the American Council on Education. Each of Jacksonville University's 219 full-time professors is committed to classroom teaching; JU does not use graduate or teaching assistants in its classrooms.

Comfortably sized classes assure students of individual attention and meaningful interaction with professors and classmates. JU's average class size is 16, and the University has a student-to-faculty ratio of 14:1. Although JU faculty place high priority on teaching, they pursue research and writing projects not as ends in themselves, but as means to maintain and enhance the quality of instruction. This concern for students is an incalculable advantage to those who seek an academic environment that is both stimulating and supportive.

Although most students are from Florida and the southeastern and northwestern United States, the University embraces cultural diversity. Included among its student population are persons from an average of 45 states, Puerto Rico, the Virgin Islands and 50 foreign countries.

In the traditional undergraduate program, women comprise 51 percent of JU's student body; men, 49 percent. Approximately 93 percent of JU's traditional undergraduate student body attends full-time and more than half live on campus.

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SECTION A

POSITION AND PAY

INTRODUCTORY PERIOD

All new employees hired are subject to a 90 calendar day introductory period. This time is for the employee and the supervisor, director, or division head, to determine whether this is the right position for the new employee. It gives the employee time to adjust to new responsibilities and it gives the employee's manager time to assess work and job performance.

Employees should discuss any questions or problems with their supervisor. If the employee's performance or attendance does not meet expectations and standards during the new-hire introductory period, the new employee is subject to termination without notice. Jacksonville University reserves the right to terminate employees with or without cause at any time, including the introductory period.

Employees who are transferred to new positions are also subject to the same type of introductory period for the first 90 days of their new assignment. Successful completion of either the new hire or transfer introductory period does not create a contractual commitment to continued employment.

At the end of the introductory period, the employee's performance will be evaluated and a recommendation will be made with one of three options:

1. conversion to regular status;
2. extension of the introductory period, not to exceed another 90 days; or
3. release from University employment.

All written evaluations regarding an employee's probationary status must be filed with the Office of Human Resources.

GENERAL RULES OF CONDUCT

All Jacksonville University employees are expected to treat supervisors, fellow employees, students, and the public in a professional manner—that is, with respect, integrity, courtesy, and a cooperative behavior. As an employee you project the image of the University to the students, their families, and members of the community. The University is largely dependent upon the support of the local community, corporations, parents, and alumni, and each employee is a vital part of the good public relations picture. It is very important, therefore, that a favorable image be reflected by displaying courtesy and a positive personal appearance.

POSITION CLASSIFICATION

The University classifies its employees for purposes of salary administration, overtime compensation and employee benefits. No classification guarantees employment for any specific term. The classifications are:

Regular Full-time Employees

Employees hired to work the University's normal 38.75 hour work week for 12 months per year (2,015 hours minimum). Employees may be "exempt" or "non-exempt" as defined below.

Regular Part-time Employees

Employees hired to work fewer than 12 months per year or fewer than 38.75 hours per week, but a maximum of 1,000 hours per year. Employees may be “exempt” or “non-exempt as defined below.

Temporary Employees

Employees engaged to work full-time or part-time for the University with the understanding that their employment will be terminated upon completion of a specific assignment or a period of time. Employees in this category are not eligible for any of the University’s benefit programs but may be considered “exempt” or “non-exempt” as defined below.

Non-exempt Employees

Employees who are not exempt from the Fair Labor Standards Act are required to be paid overtime at the rate of time and one half their regular rate of pay for all hours worked beyond forty (40) hours in a workweek, in accordance with applicable federal wage and hour laws.

Exempt Employees

Employees exempt from the Fair Labor Standards Act are paid a salary for carrying out a particular function, rather than for completing one or more of a series of assigned tasks during a standard workweek. Therefore, the number of hours that are worked in any given week may be variable and there is no overtime compensation or additional compensation for overtime hours worked that were not required.

NOTE: All employees are employed "at will." Employees serve at the pleasure of their department head and the University administration.

JOB DESCRIPTIONS

All classified positions at the University have a job description that provides a broad overview of the functions, duties, and principal accountabilities. At the beginning of employment, the supervisor will give the employee a job description and ask the employee for review and signature, signifying acknowledgment. Job descriptions are meant to describe the general nature and level of work being performed. They are not an exhaustive list of all responsibilities, duties, and skills required for the position. The University reserves the right to amend and change responsibilities to meet organizational needs.

WORK HOURS

At Jacksonville University for employees each working day is 7.75 hours and the weekly total is 38.75 hours. The standard work day begins at 8:30 a.m. and ends at 5:00 p.m. For employees in the Public Safety Department, the working day schedule may vary based on the needs of the University. It is recognized that in various operating areas a more flexible work schedule may be permissible.

Such a schedule is up to the discretion of each Department Manager/Director. If a flexible schedule is allowed employees must:

- Establish a standard alternative schedule
- Work a 7.75 work day
- Be present during core hours of 9:00 a.m. to 3:00 p.m.
- Have the approval of the Department Manager
- Have, where appropriate, a supervising employee present in the workplace.

Management reserves the right to alter, modify or rescind a work schedule as University requirements change from time to time.

LUNCH PERIOD

Each employee at Jacksonville University is allowed forty-five minutes for lunch. The time for lunch is scheduled by the Manager/Supervisor.

OVERTIME

All employees are exempt or non-exempt from overtime pay according to standards adopted by the United States Government under the Fair Labor Standards Act.

If an employee is classified as non-exempt this individual is entitled to overtime pay at one and one-half times their regular hourly rate of pay for each hour worked in excess of 40 hours during the workweek.

Here are some important points to remember about overtime pay:

- A Manager/Director must give approval before any employee can work overtime.
- An employee working overtime must be supervised and those supervising must be exempt employees.
- Sick time does not count as hours worked when calculating overtime pay.

NOTE: Overtime pay is not included as compensation for benefit purposes such as Group Life and various defined contribution plans.

RECORDING WORK TIME

It is the policy of Jacksonville University to comply with applicable federal and state laws that require records to be maintained of the hours worked by our employees. This is to ensure that accurate records are kept of the hours the employee actually works (including overtime hours where applicable) and of the accrued leave time is taken and to ensure that the employee is paid in a timely manner. Administrative employees will complete a monthly time card and submit it, properly signed by the supervisor, to the Payroll Office by the 10th of the month for the prior month. Time cards should reflect the employee's leave time taken. Staff employees will complete a weekly time card and submit it, properly signed by the supervisor, to the payroll office by 10:00 a.m. each Monday. Time cards should reflect the employee's actual hours worked and leave time taken.

Exceptions to this policy can be authorized by the University President and supported by proper documentation maintained in the Vice President for Finance and Administration Office.

ISSUING PAYCHECKS

Paychecks are issued by the Payroll Office. Employees should regularly review their paychecks for errors. If a mistake is found, or an item is not understood, please report it to the supervisor. Referral may be made to either the Payroll Office or the Human Resource Department. In the event a paycheck is lost or stolen, please advise the Payroll Department immediately.

PROMOTIONS/TRANSFERS

If the employee wishes to be considered for a transfer or promotion, application must be through the Office of Human Resources.

Promotions

It is University policy to consider existing employees for vacant positions whenever possible. An employee is eligible to apply for a vacant position of a higher level within his/her department or within the University provided the employee has completed six (6) months of service and is performing in a satisfactory manner. The employee will be considered, if qualified (along with others in the department, University community, as well as any outside candidates) and the position will be given to the person judged by the manager to be the best choice.

Transfers

Openings which are not filled by intradepartmental promotions are generally posted on the "Human Resources Employment Opportunities page" on the JU web site. If the employee sees a posted job, and is interested, an application may be made for consideration by speaking to the staff of the Office of Human Resources. Employees can apply for a transfer provided they have completed six (6) months of service in their present position and are performing satisfactorily. An employee who accepts either a promotion or transfer will be moved into the new position at a time which is mutually agreeable by the hiring manager and current employee's manager.

LAYOFF

If a full-time or part-time employee's position has been eliminated, the employee upon proper application will be considered for the first available position for which he/she is deemed qualified. If there are no such positions the employee's application will be considered for the first available position for which he/she is deemed qualified.

RESIGNATION

If the employee desires to terminate employment with Jacksonville University a minimum of two weeks' notice should be provided. This notice should be provided in writing to the Manager/Supervisor. An Exit Interview must be completed and forwarded to the Office of Human Resources.

TERMINATION

Employees are expected to maintain a high standard of conduct and abide by the rules of the University, department and work unit. When an employee does not observe these standards disciplinary action will result.

The following examples of misconduct could result in disciplinary action up to and including dismissal. The list is not intended to be inclusive of all types of misconduct but rather a sample listing of behavior which could result in dismissal. The employee may also be disciplined or dismissed for conduct that may not be specifically covered by this list if the conduct is harmful to the operation of the University or to the rights, reputation, and safety of University employees or students:

1. Excessive, unauthorized tardiness or absenteeism.
2. Failure to comply with University or departmental policy or regulations.
3. Insubordination - Refusal to follow instructions of the duly assigned supervisor including overt or covert questioning and/or undermining authority of management.
4. Substandard work performance.
5. Use of vile, intemperate, or abusive language or fighting, pushing, or acting in a threatening manner to any University employee, student, or visitor.
6. Negligence resulting in damage or defacement of University property.
7. Falsifying employment records or other University records including "time worked" reports.
8. Conduct on or off campus that is a violation of law or University policy, raises questions of moral turpitude and/or brings unfavorable attention to the University.
9. Dishonesty or stealing including irregularity in handling University assets; acts of theft from the University or co-workers; or actual or threatened destruction of University property.
10. Unprofessional conduct, which may adversely affect the workplace such as: intimidation, bullying and or berating others, harassment, inflammatory communication verbally as well as written (emails, memos, etc.)

11. Absence for three consecutive days without properly notifying the University.
12. Obtaining a leave of absence under false pretenses.
13. Failure to report to work upon expiration of an approved leave of absence.
14. Concealing or having possession of any weapons, firearms, or explosives while on University premises.
15. Any willful act, careless act, or conduct detrimental to University operations or the safety and rights of other persons on University premises.
16. Excessive or unauthorized use of University telephones for other than University business.
17. Failure to work the assigned work schedule, which may include overtime assignments.
18. Unauthorized use, possession, or distribution of intoxicants, illegal drugs, designer drugs, controlled substances or use of or possession of other drugs that would adversely affect an employee's performance on University premises.
19. Reporting for work under the influence of drugs or alcohol, or the unlawful manufacturing, distribution, dispensation, possession and/or use of a controlled substance as per the Drug Free Work Place Policy.

SECTION B

BENEFITS

The University has established a variety of employee benefit programs designed to assist employees and eligible dependents in meeting the financial results of illness, death, employee disability, job-related illness or accidents, as well as help to plan for retirement.

The University reserves the right to amend or terminate any of these programs or to require or increase any contribution level for any of the benefits at its discretion. This reserved right may be exercised in the absence of financial necessity.

This section of the Handbook is meant to highlight some features of the benefit plans. The plans are described in more detail in the summary plan descriptions (SPD's) which were provided upon the employee's enrollment in these programs. Complete descriptions of the master contracts are maintained in the Human Resource Department. In the event of any contradiction or misinterpretation of any information in this Handbook, the master contracts will govern in all instances.

SECTION 125 - "FLEXPLAN"

Currently the University offers Regular Full-time employees a program that permits financial contribution to the majority of the benefit programs to be taken on a pre-tax basis. Utilizing this plan allows employees to pay for medical, dental and some ancillary benefits with pre-tax dollars, thereby reducing overall taxable income. The University must adhere to certain laws (under Section 125 of the Internal Revenue Code) regarding the offerings of this tax savings program. The benefit elections that the employee makes and pays for on a pre-tax basis are intended to remain in force for the entire calendar year (or the remaining portion of that year if recently hired or just became eligible to participate). Once an election has been made, it cannot be changed unless the employee has had a change in family status or the employee or spouse has had a significant change in their employment. Some common examples of family status changes are:

- Marriage or divorce;
- Birth, adoption or legal guardianship;
- Death of a covered family member;
- Loss of outside coverage because spouse's employment ends;
- A change from full-time to part-time employment (or vice versa) by the employee; or
- A significant change in medical coverage because of a change in a domestic partner or spouse employment.

NOTE: The employee is required to give written notice to the Human Resource Department within thirty days of any such changes. Forms for this purpose can be obtained from the Human Resource Department.

MEDICAL INSURANCE

Group medical insurance is available to all Regular Full-time employees. Full-time employees become eligible to enroll in the health insurance plan upon employment. Premium contributions are re-established every year and therefore are subject to change. The employee may select between a Health Maintenance Organization (HMO) and a Preferred Provider Plan (PPO). An employee who enrolls when first eligible is automatically accepted.

If the employee elects not to participate within the first thirty days of employment and decides at a later time to enroll, the employee must wait until the next period of open enrollment.

If a covered employee or dependent should lose benefits due to termination of employment; divorce; or ineligibility of the dependent child (known as “Qualifying Events”), the University will extend the availability of medical insurance coverage through COBRA. The employee is required to provide the Office of Human Resources written notice within 60 days of the qualifying event. Upon written notification, the Office of Human Resources will initiate the application process for the employee’s completion if they wish to continue benefits beyond the termination of coverage of an employee or dependent.

In order for the employee’s benefits to continue during periods of unpaid absences, the employee must make arrangements with the Office of Human Resources for any payments normally taken via payroll deductions. Benefits cease upon termination of employment or retirement.

LIFE INSURANCE

The University provides to all Regular Full-time employees a group term life insurance plan and accidental death and dismemberment (AD&D) plan. The benefits for each plan are equal to one times annual salary, rounded to the nearest thousand, with a maximum coverage of \$150,000. The University provides for the cost of the entire premium for the one time annual salary benefit, therefore, there is no cost to the employee. The employee also has the option to purchase additional group term insurance through the same insurance carrier. The cost of this additional group term is paid for entirely by the employee. Benefits cease upon termination of employment or retirement.

DENTAL INSURANCE

As the University recognizes the need for a dental plan that suits each employee’s particular situation, two dental plans are available to all Regular Full-time employees. Both plans offer comprehensive, affordable coverage. Employees may select the plan that best suits their needs and budget.

The University offers two dental plan options. The Co-Pay Plan offers a strong level of benefits, when you receive treatment from a dentist in the network. The Indemnity Plan (PDO) allows you to receive treatment from any dentist. Both plans provide coverage for preventative check-ups and coverage for both basic and major services.

DISABILITY INSURANCE

Short Term Disability Benefits

The University offers a short term disability plan for all Regular Full-time employees through an insurance carrier which provides a weekly benefit for the partial replacement of income while the employee is disabled due to an illness or accident, unable to work, and under the care of a doctor.

- Benefits begin: On the first (1st) day of an accident or the eighth (8th) day of an illness.
- Duration of benefits: Up to 26 weeks.
- Benefit: 60% of weekly salary, to a maximum benefit of \$500 per week. If an employee is not actively at work on the effective date of insurance, coverage is postponed until return to active full-time work. The employee can purchase this coverage when first employed. The cost is paid for by the employee.

General Limitations and Exclusions

Benefits are not payable for any disability due to an accidental bodily injury arising out of, or in the course of, employment, or due to disease covered by a Worker's Compensation Act or similar legislation. Participation ends upon termination of employment or retirement.

Long Term Disability Benefits

Jacksonville University provides to all Regular Full-time employees Group Long-Term Total Disability Benefits. For Administrative employees coverage is effective the first of the month coinciding with; or next following employment. For Staff employees' coverage is effective the first day of the month following one year of employment. This plan provides the employee with an income, for a certain duration of time, should he or she become totally disabled and unable to earn an income. Benefits begin following a period of six months of continuous total disability. The University contributes the entire premium for each participant; therefore, there is no cost to the employee for this benefit. The amount of disability income benefit will be 60 percent of salary, coordinated with Social Security Disability Income and/or Worker's Compensation Insurance, not to exceed \$10,000 per month. Participation ends upon termination of employment or retirement.

WORKER'S COMPENSATION INSURANCE

All employees of the University, regardless of their work status, are covered under the State of Florida's worker's compensation laws. If an employee is injured while working in an approved capacity for the University, the University will provide prompt medical care and compensation for lost wages if the employee should be unable to work due to injury. The employee is required to report all accidents, regardless of severity, immediately (within one hour) to his or her supervisor. The employee is also required to complete a written report, detailing the injury in the Human Resource Department within 24 hours of the accident in order to receive benefits under the state's worker's compensation laws. The injured employee's supervisor is responsible for the submission of the employee's accident report to the Office of Human Resources within 24 hours of any accident. Failure to follow these procedures may result in disciplinary action.

Absences due to a work-related injury must have the written approval from the University-appointed physician. The University will attempt to provide an injured employee with modified work responsibilities based on the physician's recommendations and employee's limitations. Employees who have been absent due to a work-related injury must also obtain a "return to work" release from the attending physician before the employee may report back to duty.

Although not required by State of Florida worker's compensation laws, the University will pay the first seven days of lost wages for any employee who is required to be absent from work due to a work-related injury that has been reviewed and approved by the University physician. After the first seven days, the University's insurance carrier will make payments to the employee for lost wages based on current state statutes. This payment is not full salary but based on a percentage of the wages in effect at the time of the injury. In order for the employee's benefits to continue during such an absence, the employee must make arrangements with the Human Resource Department office for any payments normally taken via payroll deductions.

TAX-DEFERRED ANNUITY PLAN

Regular full-time and part-time employees working 1,000 hours or more in a twelve (12) month period are eligible to voluntarily contribute a portion of their salary, tax-deferred (as regulated by Section 403(b) of the Internal Revenue Code), into a retirement investment fund of their choice. These plans are known as "defined contribution" plans and as such make no guarantee as to the level of retirement benefits.

Employees are encouraged to begin planning for retirement early in their career in order that the University's retirement plans, social security benefits and the employee's personal savings/investments can grow together to provide for a stable financial future. Eligibility for the 403(b) plan is effective following one year of employment. The one year waiting period is waived if, immediately prior to your employment you were previously employed for a minimum of one year with a higher education institution. Should the employee wish to contribute, the University currently matches the employee rate of contribution as follows:

<u>University Contribution</u>	<u>Employee Contribution</u>
1%	1%
2%	2%
3%	3%
4%	4%
5%	5%
6%	6%

An employee can make changes to the rate of contribution on a quarterly basis (up to four times in a calendar year.)

Note: Providers of retirement plans are not evaluated or endorsed by the University.

EMPLOYEE ASSISTANCE PROGRAM

The University offers free, independent and confidential counseling services for all Regular Full-time and Part-time employees and their dependents. Services are available for those individuals experiencing difficulties with stress, emotional problems, substance abuse, and financial problems. Each eligible employee is provided with EAP information and a telephone number upon employment. Since the University pre-pays for these services, there is no charge to the employee for services nor is there any notification to the University regarding the use of these services, thereby protecting the patient's confidentiality.

TUITION BENEFITS AT JACKSONVILLE UNIVERSITY

Jacksonville University encourages employees to continue their education in hopes of improving their knowledge, skills, and abilities. Tuition benefits will be granted to eligible Regular Full-time employees after 90 days of service. Effective April 30, 2022, Programs covered by tuition benefits are bachelor degrees, continuing education and master's degree with the exception of: Master's of Speech Language Pathology, Master's of Health Informatics, Master's of Clinical Mental Health Counseling, and Juris Doctor. Additionally, the On-Line Nursing Program and Doctoral programs are not covered by tuition benefits.

The tuition benefits are available to employees and members of their immediate family, except when such family member in his/her own right is eligible or receives cash awards for tuition costs from sources outside the University. Any employee applying for the JU Tuition Benefit for their own use or for their dependent, who would otherwise be eligible to receive a merit scholarship, will be unable to use both the merit scholarship and employee tuition benefits; the merit scholarship will be cancelled in favor of the tuition benefit. In addition, any employee applying for the JU Tuition Benefit for their own use or for their dependent, who would otherwise be eligible to receive FRAG (The Florida Resident Access Grant), **must** file a current year FAFSA (Free Application for Federal Student Aid) to be eligible to receive the JU Tuition Benefit. Failure to file the FAFSA may prevent you from receiving this benefit. Immediate family includes the spouse, domestic partner and unmarried biological dependent children, legally adopted children and step-children. The dependent child must be 25 years of age or under, and residing in the home of the employee. If an application is made for a domestic partner, please see the Office of Human Resources for the required forms.

Benefit Limitations

1. A maximum of three classes, or nine (9) credit hours, whichever is greater, for both fall and spring semesters and three classes, or nine (9) credit hours, whichever is greater, for both summer semesters. There is no semester credit hour limitation for a spouse or dependent children.
2. The tuition benefits are only for attendance at Jacksonville University. Benefits do not include room, board, general fee, student support fee, or other fees and charges.
3. In the event of termination of employment (voluntary or involuntary with Jacksonville University), the tuition benefit for an eligible dependent or employee when enrolled will continue without penalty until the end of the then current semester.
4. For an employee whose termination is a result of retirement, tuition benefits will be granted to the extent of one academic year for each two years of full-time service when at least ten years of continuous service has been completed immediately prior to retirement.
5. Enrollment in graduate programs is contingent upon enrollment and space availability.
6. Dependent Survivor Provision: In the event of death or total disability of a regular full-time employee, one academic year for each two years of service will be granted for the spouse and unmarried dependent children. For example, if an employee with 10 years of service dies, the surviving spouse and eligible children would be eligible for a total of 5 academic years of tuition benefits.
7. Programs covered by tuition benefits are bachelor degrees, continuing education and master's degree with the exception of: Master's of Speech Language Pathology, Master's of Health Informatics, Master's of Clinical Mental Health Counseling, and Juris Doctor. Additionally, the On-Line Nursing Program and Doctoral programs are not covered by tuition benefits.

NOTE: The value of graduate courses may be considered income to the employee. Tuition benefits for graduate programs provided to an employee are tax-free for the first \$5,250 in tuition per year. Tuition benefits for graduate programs provided to a dependent of an employee are taxable at the full tuition rate charged. As the tax provision may change as required by law, please contact your personal tax advisor for additional information. Contact the Office of Human Resources for further details.

Application Process

All recipients of tuition benefits must meet the usual admission and scholastic standards. Once accepted, a standard University tuition benefits application form, available in the Office of Human Resources, must be completed and returned to the Office of Human Resources at least thirty (30) days prior to registration.

Release Time

“Release Time” is the allowance, by the appropriate supervisor, of the employee to attend courses during the normal operating hours while compensation continues on an hourly or salaried basis. Supervisors may release employees a maximum of three (3) hours per week to complete courses that are directly related to the performance of the job of the employee. This is contingent upon the written recommendation of the supervisor and the Dean of the school/college, or head of the administrative organization. The release time provision is designed to support job related personal development. The University encourages participation in the professional development of its staff through the educational opportunities of the Tuition Benefits Plan, but this must be accomplished within the primary goal of the efficient performance of the individual employee’s task within their department.

Work Schedule

Supervisors may rearrange the schedules of employees, without “release time,” to accommodate a class schedule if this does not interfere with the satisfactory performance of the job. Such changes must be recommended, in writing, by the supervisor and by the dean of the college/school, or head of the administrative organization.

SECTION C

TIME OFF

VACATION FOR ADMINISTRATORS (EXEMPT)

The University recognizes the importance of vacation in providing each administrative staff member the opportunity for rest, recreation, and personal activities. The amount of vacation a regular full-time employee accrues is as follows:

<u>Rate per Month (days)</u>	<u>Annual</u>
1.666	20 days

At the beginning of employment, administrative staff will begin to earn 1.666 days per month until the new fiscal year (July 1), at which time the employee will be updated with twenty days of vacation time to use over the next 12 month (annual) basis. In no event is an administrative employee granted more than twenty days of vacation during any 12 month period. Vacation days should be taken in increments of whole days but in no event can vacation be taken in increments smaller than (1/2) one-half days.

The pay rate for vacation time will be based on the employee's normal rate of pay. In the case of those employed on an hourly basis, the vacation pay will be based on the hourly rate and normal hours, excluding any overtime, scheduled to be worked for that position.

All vacation leave must be approved in advance by the appropriate department manager or supervisor. Vacation periods may be changed based on departmental needs. Employees will be paid for any vacation days accrued (at the rate of 1.666 days per month times the number of months worked in the fiscal year) and unused upon their separation from the University. An employee who provides the University with less than two weeks' notice or is terminated for cause will not be eligible for payment of unused vacation. If more vacation time has been taken than granted, the employee will need to reimburse the University as a deduction from the final paycheck. Termination payment will be based upon the employee's salary at the time of termination. Administrators may not use vacation time in lieu of notice of intent to separate from the University. Any payment of vacation time following termination of employment does not extend the period of time the employee is considered employed for the purpose of benefits.

Vacation and sick leave days will not be updated during unpaid leave of absence, including leave due to Worker's Compensation injuries, or during breaks in service; however, they will be updated during an approved paid leave of absence, paid vacation, or paid sick leave period. Any balance of vacation granted and not used will be "lost" when new vacation time is earned, unless the manager states the nature of a job prevented the use of all vacation time. Unused vacation balances that are approved for carry-over must be taken within 90 days following vacation update. A memo from the Department Manager requesting vacation carry-over must be forwarded to the Office of Human Resources no later than July 10th. For carry-over of vacation to be approved, the employee's time cards must be current. Vacation carry-over not taken within 90 days will be dropped. Vacation carry-over is not eligible for payment in the event of separation of employment.

Regular part-time employees will accrue vacation time on a pro-rated basis

VACATION FOR STAFF (NON-EXEMPT)

The University recognizes the importance of vacation in providing each staff member the opportunity for rest, recreation, and personal activities.

The amount of vacation a regular full-time employee accrues depends on length of service as follows:

<u>Years of Employment</u>	<u>Rate per Month (days)</u>	<u>Annual</u>
0 through 2 years	.833	10 days
3 through 4 years	1.000	12 days
5 through 9 years	1.250	15 days
10 through 19 years	1.500	18 days
20 + years	1.666	20 days

During the Introductory Period (first 90 days of employment or any extension thereof), employees may not draw upon vacation time. Upon the successful completion of the introductory period, the granted vacation time will be released to the current year's vacation account. Vacation days should be taken in increments of whole days but in no event can vacation be taken in increments smaller than (1/2) one-half days.

The pay rate for vacation time will be based on the employee's normal rate of pay. In the case of those employed on an hourly basis, the vacation pay will be based on the hourly rate and normal hours, excluding any overtime, scheduled to be worked for that position.

All vacation leave must be approved in advance by the appropriate department manager or supervisor. Vacation periods may be changed based on departmental needs. Employees will be paid for any vacation days accrued (at the rate indicated above based upon years of service and the number of months worked in that calendar year) and unused upon their termination from the University. An employee who provides the University with less than two weeks' notice or is terminated for cause will not be eligible for payment of unused vacation. If more vacation time has been taken than accrued, the employee will need to reimburse the University as a deduction from the final paycheck. Termination payment will be based upon the employee's salary at the time of termination. Staff members may not use vacation time in lieu of notice of intent to separate from the University. Any payment of vacation time following termination of employment does not extend the period of time the employee is considered employed for the purpose of benefits.

Vacation and sick leave days will not be granted during unpaid leave of absence, including leave due to Worker's Compensation injuries, or during breaks in service; however, they will be granted during an approved paid leave of absence, paid vacation, or paid sick leave period. Any balance of vacation granted and not used during the current anniversary year will be "lost" when new vacation time is earned, unless the manager states the nature of a job prevented the use of all vacation time. Unused vacation balances that are approved for carry-over must be taken within 90 days following vacation update. A memo from the Department Manager requesting vacation carry-over must be forwarded to the Office of Human Resources no later than January 10th. For vacation carry-over to be approved, the employee's time cards must be current. Vacation carry-over not taken within 90 days will be dropped. Vacation carry-over is not eligible for payment in the event of separation of employment.

Regular part-time employees will accrue vacation time on a pro-rated basis

HOLIDAYS

The University designates certain days as holidays during the year. Paid holidays are limited to full-time and part-time employees with Regular status and are paid only if the holiday occurs during a period of time the employee is normally scheduled to work and the employee is in a paid status.

If the employee works a part-time regularly scheduled work week, salary will be paid on a pro-rated basis receiving the number of hours that is normally worked per day. In those University facilities where it is necessary, certain employees may be required to work on holidays. If the employee is a non-exempt staff member and scheduled to work on a holiday compensation will be at double-time for actual hours worked on the holiday.

Employees who are on leave without pay will not be paid for holidays.

The following holidays are generally observed during the academic year:

- Labor Day
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas (specified annually to accommodate calendar variances)
- New Year's Day
- Martin Luther King Day
- Spring Break (specified annually to accommodate calendar variances)
- Memorial Day
- Independence Day

The University reserves the right to alter the holiday schedule from year to year. A University Bulletin will be sent to all employees every year providing the specific holiday schedule.

DEATH IN THE FAMILY

If there is a death in the employee's immediate family, three (3) days' time off will be allowed with pay and two (2) additional days paid leave may be charged to accrued sick leave, if available. Immediate family is defined to mean: spouse, child, parents, stepparents, grandparents, brother, sister, stepson or stepdaughter, or in-laws of same.

Time off to attend the funeral of non-immediate family members may be charged to the employee's vacation time or may take time off on a non-paid basis.

JURY DUTY

Jacksonville University views jury duty as a vital part of responsible citizenship and is supportive of its employees when they are called to serve as jurors. Employees, providing a copy of their summons for jury duty at least five (5) days in advance of such service, will receive regular straight time pay for up to four (4) work weeks of jury service, if arrangements can be made to provide for the employee's work responsibilities during that time without incurring unacceptable additional cost to Jacksonville University. If employees serve beyond the period of paid jury duty, if any, they may apply paid vacation or personal time and/or take unpaid jury duty leave.

Employees must use vacation or personal time for court appearances for purposes other than jury service.

MILITARY LEAVE

In accordance with applicable federal and state laws, a leave of absence without pay for military or Reserve duty will be granted to an employee if they are called to active military duty or to Reserve or National Guard training. The employee should submit copies of military orders along with the completed leave of absence form to the supervisor for processing. During the time of military leave, benefits will be continued in the following manner:

Reserve or National Guard Training (summer camp normally two (2) weeks)

The employee's pay and benefits will continue during this time conditioned upon return to active employment.

Call-up

The employee's eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

SICK LEAVE

All Regular Full Time employees will be eligible for sick leave on the first day of employment with the University. Sick leave is intended to be used for personal medical purposes. The University does allow an employee to use up to 4 accrued sick days per calendar year to care for a sick or injured family member as long as these days come from the employees accumulated sick leave days.

The rate at which sick leave will be granted will be as follows:

- One day per month of continuous employment up to a maximum of 30 work days.

Sick Leave is a benefit provided to assist employees with those occasional times when it is necessary to be absent due to illness or for medical/dental appointments. Medical/dental appointments, when possible, should be scheduled and approved in advance by the appropriate supervisor and scheduled in a manner that minimizes disruption of workflow. Each employee should attempt to maintain a balance of at least 30 days of sick leave in preparation for lengthy illness. Excessive use of unscheduled sick time may be cause for disciplinary action.

After an employee has accumulated 30 days of sick leave, he or she will be allowed to convert all days over 30 into Personal Days at the rate of two (2) sick leave days for one (1) Personal Day up to a maximum of 10 Personal Time days. Personal Days may be taken in half day increments (1/2) but no smaller. Employees will not be paid for unused sick leave or Personal Days upon separation from the University.

All sick leave taken by exempt or non-exempt employees must be reported on a timely basis to the Payroll Department on the appropriate forms. If an employee is absent for three (3) days or more, a doctor's certificate/note permitting a return to work must be submitted to the supervisor/manager who will forward the note to Human Resources.

Regular part-time employees will accrue sick leave on a pro-rated basis.

Sick Leave Donation Policy

The employee who is the recipient of sick leave must be employed at least one year; have exhausted all available sick leave, vacation and personal time; and have an extended illness, which requires an extended absence of 5 or more days. The recipient may receive a maximum of 15 days per calendar year from co-workers.

The donor may donate a maximum of 5 days of sick leave per individual recipient per year, providing that the donor has a minimum of 20 days of sick leave remaining for his/her own future use after the donation of time to a co-worker. Request for sick leave donation must be made in writing and sent to the Office of Human Resources for approval.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

ELIGIBLE EMPLOYEES

Employees of the University who have worked for the University for at least 12 months and have worked at least 1,250 hours during that time may request a Family Medical Leave to a total of 12 workweeks of leave during any 12-month period when leave is taken for one or more of the following circumstances.

- (1) The birth of a son or daughter of an employee and to care for the child;
- (2) The placement of a son or daughter with an employee for adoption or foster care;
- (3) To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
- (4) The employee is unable to perform the functions of the position because of the employee's own serious health condition;
- (5) To care for a covered service member with a serious injury or illness;
- (6) A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
(a) inpatient care, meaning an overnight stay at a hospital, hospice, or residential medical care facility; or
(b) involves continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, employees who wish to take leave must do so within 12 months of the date of the birth or placement of the child.

Where both spouses work for the University, their total leave in any 12-month period is limited to 12 weeks, if leave is taken (1) for the birth or adoption of a child; or (2) to care for a sick parent.

The "12-month period" during which Family Medical Leave may be taken, is the period beginning 12 months from the start date of the requested leave.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own, to care for a parent, son, or daughter with a serious health condition, or to care for a covered service member with a serious injury or illness. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the University's operations. Employees are also required to give the University, through the Office of Human Resources, thirty (30) day's notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave that is foreseeable and due to a family member's or the employee's own serious health condition, the employee may be transferred by the University to a temporary alternative job for which the employee is qualified and which better accommodates the University's needs and that of the employee.

HIGHLIGHTS OF THE 2009 MILITARY FAMILY LEAVE:

Military Caregiver Leave: The first of these new military family leave entitlements, eligible employees who are family members of covered service members will be able to take up to 26 workweeks of leave in a "single 12-month period" to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. Eligible employees include the spouse, son, daughter, parent, or next of kin of a covered service member.

Qualifying Exigency Leave: The second new military leave entitlement provides eligible employees who are family members of any current member of the Armed Forces, including member of the National Guard or Reserves, or a member of the Armed Forces, National Guard, or Reserves who is on the temporary disability retired list up to 12 workweeks of leave during any 12 month period for one or more qualifying exigencies. Qualifying exigencies include such things as: (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; and (h) additional activities not encompassed in the other categories but agreed to by the employer and employee.

NOTICE

When leave is foreseeable, employees must follow the University's usual and customary call-in procedures for reporting an absence, absent unusual circumstances. Supervisors need to report these leaves to the Office of Human Resources as soon as possible. The following is the current, expected notice:

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby;
2. The expected placement of a child for adoption or foster care;
3. Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
4. Planned medical treatment in case of the employee's own serious health condition;
5. Planned medical treatment for a serious injury or illness of a covered service member.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the University, through the Office of Human Resources, with as much advance notice as is practicable. Such notice should be in writing, but may be given orally when circumstances so require. Employees are requested to confirm oral notice in writing. Notice must be provided in writing to the Office of Human Resources of the University. When notice is not given in these circumstances, the employee will be considered to have taken "unauthorized leave" and subjected to appropriate disciplinary action.

Within five days of the time the University learns of the request for FMLA leave, it will provide the employee with an eligibility notice, which will inform the employee as to whether the general FMLA eligibility requirements have been met. Once the University has enough information to determine whether a particular leave qualifies for FMLA leave, the University will, within five business days, provide the employee with a designation notice, which will state that the FMLA leave has been granted and will identify the number of hours, days, or weeks that will count against the FMLA entitlement.

CERTIFICATION

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within fifteen (15) days of the written request for leave. "Health care provider" includes physician's assistant. The certification must contain:

The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;

The approximate date on which the serious health condition began;

A statement or description of appropriate medical facts regarding the patient's health condition for

which FMLA leave is requested. The medical facts must be sufficient to support the need for leave. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability;

If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member;

If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, information to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;

If an employee requests leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and

If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member and an estimate of the frequency and duration of the required leave.

After an employee submits a complete and sufficient medical certification, the University may contact the employee's health care provider for purposes of clarification and authentication of the medical certification. Pursuant to HIPAA privacy rules, such contacts may only be initiated by a health care provider, human resources professional, leave administrator, or management official, but not by the employee's direct supervisor.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis.

The University may, at its expense, require second and third medical opinions regarding a serious health condition.

USE OF PAID LEAVE

Paid leave can be elected as follows: 1) The University requires that available paid leave be used for all or a portion of FMLA leave; 2) Employees must advise the University of the purpose of any paid leave request so that an FMLA designation may be made in a timely fashion in the appropriate case.

RECERTIFICATION

An employee who has taken leave because of a serious health condition or that of a family member is required by the University to obtain subsequent written recertification of the medical condition every thirty (30) days unless the original certification stated that the condition would last longer than thirty (30) days in which case the recertification is required at the time the stated duration has expired. The University also requires employees on leave under this provision to report periodically, in writing, every thirty (30) days on his or her status and the intention of the employee return to work.

RESTORED EMPLOYMENT

Eligible employees who comply with all provisions of this Policy and who return from FMLA leave have the right to return to the position that they held when they went on leave, or they may be placed, at the discretion of the University, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all eligible benefits.

Restored employees, eligible employees returning from FMLA leave, are not entitled to accrue employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Office of Human Resources a certification from the employee's health provider stating that the employee is able to perform the essential functions of the employee's job. Where reasonable job safety concerns exist, the University may also require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent leave.

MAINTENANCE OF BENEFITS

The University will maintain group health plan coverage for employees on FMLA leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the University may recover any premiums the University paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the University to the employee.

In the event, however, that the employee fails to return to work due to the continuation, recurrence or onset of a serious health condition of a family member or that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the University will not attempt to recover such premiums. In this circumstance, the employee is required to provide, in writing to the Office of Human Resources, a certification from the employee's health care provider to that effect.

OTHER UNPAID LEAVES OF ABSENCE

Scope

In general, unpaid leaves of absence other than for those regulated by the Family and Medical Leave Act, are considered a privilege and in no instance are leaves not governed by these regulations granted automatically. All requests for unpaid leaves of absence other than those governed by state or federal regulations are granted entirely at the discretion of the responsible department head and the University.

NOTE: Leave without pay for periods exceeding thirty (30) days will affect the benefits of the employee and must be coordinated with the Office of Human Resources.

Unpaid leaves of absence may be granted for any of the following reasons:

1. Education (must be of mutual benefit to the employee and the University and not covered by tuition benefits);
2. Military obligation;
3. Personal business;
4. Other purposes necessary to the well-being of the employee and/or otherwise deemed beneficial to the University, or,
5. Medical leave (other than those regulated by the FMLA).

Terms and Conditions of Leave

1. The employee is required to submit a written request to their department head, 30 days in advance, for any unpaid leave of absence, with a copy of the request to the Director of Human Resources.
2. A personal leave of absence is available only to regular employees who have been on the University's payroll for the previous 12 months.
3. The service requirement does not apply in the case of unpaid leave for military duty or an emergency leave of less than five (5) working days.

4. The University requires that available paid leave be used before an unpaid leave of absence begins.

Reinstatement

An employee returning within the agreed-upon leave period from an approved, unpaid leave may be reinstated to their same or similar position. An employee on medical leave must submit certification that he or she is fit for duty and able to perform the essential functions of his or her position prior to being restored to employment.

Termination

1. An employee who does not return from work when the leave expires will be considered to have voluntarily resigned, absent extenuating circumstances acceptable to the University.
2. The purpose of allowing unpaid leave is not to allow an employee to work for another employer. Doing so without prior approval may subject the employee to termination.
3. Refusal of an offer of reinstatement will be treated as a voluntary resignation.

SECTION D

UNIVERSITY POLICIES

CALLING IN-ABSENCE FROM WORK

If an employee calls in to report any problem with attendance he or she must speak with the manager or, in his or her absence, the immediate supervisor within thirty (30) minutes of the scheduled report time.

A call directed to another employee of the department will not be recognized as an acceptable report of absence. If an employee is absent for three (3) days or more, a doctor's certificate/note permitting a return to work must be submitted to the supervisor/manager who will forward the note to Human Resources.

CONFLICTS OF INTEREST

No employee or their immediate relatives (spouse, parents, brothers, sisters, or children, and their spouses) should engage in outside interests conflicting in fact or appearance with the interest of the University which may influence the judgment or action of the employee in the conduct of the University's business. These interests include serving or selection as an officer, employee, consultant, or sharing in profits or other results, or receiving payment, gifts, service, entertainment, or other substantial benefits or promises from any University supplier, customer, or their agent.

Any person having a question concerning a possible conflict of interest should contact the Office of Human Resources.

CONTACTS WITH THE NEWS MEDIA

No employee should discuss University positions or University business with members of the news media without first clearing their remarks with the University Marketing Communications Office.

CONTINUOUS SERVICE

Employee benefits are based upon the period of "Continuous Service." The following rules have been established:

- "Continuous Service" shall include an approved Leave of Absence provided that at the termination of the Leave of Absence the employee returns directly to work. In the event the employee does not return to work at the end of the Leave of Absence, the "Continuous Service" will terminate on the last day of the approved Leave of Absence.
- "Continuous Service" shall include periods of Military Leave for employees who enter Reserved service directly from the employment of the University and provided they return directly to work at the termination of the Military Leave.
- "Continuous Service" shall include credit for prior service in the event an employee is laid off due to a reduction in force and later returns to a full-time position with the University. The period of time the employee is gone will be subtracted from the prior service to determine the net credit.

For example, if an employee with two years' service returns to work following a layoff after a period of six months, the employee will be credited with 1 1/2 years' service.

In all other cases when an employee terminates employment and later returns to work at Jacksonville University, all benefits and service credit will be based upon the most recent employment date.

Alcohol and Controlled Substance Policy

(See also Drug Free Schools and Campus Policy, distributed separately)

In compliance with Federal law, it is the policy of Jacksonville University to maintain an alcohol- and drug-free workplace and campus in order to promote the health and safety of our employees, our students, and the general public.

1. Policy Statement

Jacksonville University prohibits the unlawful manufacture, distribution, dispensation, possession or use of alcohol and/or controlled substances on University owned or controlled property, or during University-sponsored activities. Further, no employee or student may report to work or campus while under the influence of drugs or alcohol.

2. Awareness Program

In support of its Federal Compliance Policy, Jacksonville University is implementing a drug awareness program to acquaint employees and students with the serious health risks associated with the abuse of drugs and alcohol; the dangers of drug abuse in the workplace and on campus; the availability of the counseling, rehabilitation and employee assistance programs; and the penalties for drug and alcohol abuse violations.

3. Sanctions

Violation of this policy will result in referral to a substance abuse assistance or rehabilitation program and/or disciplinary action which may include probation, suspension, dismissal, or termination. Violators will also be subject to referral for prosecution. Violations of Federal or State law concerning controlled substances can result in incarceration and/ or fines. Please see the attached charts for more information on federal, state, and local laws regarding illegal drug and alcohol use and possession.

Any employee convicted of a violation in the workplace of any criminal drug statute is required to notify Jacksonville University within five (5) days of the conviction. In order to comply with Federal law, Jacksonville University will then notify any Federal contracting agency within ten (10) days of a notice of conviction when said employee is engaged in the performance of a Federal contract or grant.

4. Condition of Employment and Enrollment

All Jacksonville University employees and students will, as a condition of their employment and enrollment, abide by the terms of the foregoing statements.

5. Health Risks

Alcohol and drug abuse can lead to many physical and psychological health risks. Physical risks associated with drug abuse can include several central nervous system disorders such as cerebral anoxia and coma, Guillain-Barre syndrome, meningitis, brain abscesses, and many other neurologic complications. Other common physical damage resulting from drug abuse can include heart failure, hypertension, lung abscesses, other pulmonary complications, liver damage, both Type A and B hepatitis, musculoskeletal conditions such as osteomyelitis and muscle damage, and even immunologic abnormalities, including the risk of HIV with injectable drugs.

Many of the same physical risks exist with alcohol abuse, especially cirrhosis of the liver, hepatic coma, severe brain damage, alcoholic epilepsy, and various cancers. The most obvious health risks associated with drug and alcohol abuse are psychological. Addiction to these chemicals can cause drug and alcohol induced schizoid behaviors, depression, dependency, and hostile and self-destructive impulses.

Withdrawal symptoms are dangerous as well and can even be life-threatening. Common withdrawal symptoms after both alcohol and drug abuse include anxiety, seizures, hallucinations, paranoia, mood swings, and vomiting. For additional information regarding the health risks of drug and alcohol abuse, please see the U.S. Department of Justice's Drugs of Abuse and the National Institute on Alcohol Abuse and Alcoholism.

EQUAL EMPLOYMENT OPPORTUNITY

Recognizing the value of using all available human resources, Jacksonville University affords equal opportunity in employment without regard to race, color, age, veteran status, gender, national origin, religion, marital status, sexual orientation, gender identity or presence of a disability. This non-discrimination policy applies to all aspects of educational and employment decisions, including recruitment, admission, hiring as well as retention, compensation, transfer and opportunities for advancement.

EMERGENCY CONTACT

Emergency contact information on each employee is maintained in the Office of Human Resources. All employees should keep the information current by completing a form available in the Office of Human Resources.

EMPLOYMENT OF RELATIVES

The University subscribes to the philosophy that all employment decisions should be based solely on the merits of the individual candidate.

However, it is considered inappropriate for staff to be in a working relationship (same department/division) with immediate family or household members. Staff should neither initiate nor participate in, directly or indirectly, decisions involving a direct benefit (including employment or appointment, retention, promotion, salary, work assignments, leaves of absence or any other employment condition) to members of their immediate family or household.

Immediate family for the purpose of this policy includes: spouse, children (including stepchildren), parents, grandparents, grandchildren, brothers, and sisters (including stepbrothers and stepsisters), aunts and uncles, and in-laws of all the above. Household members include individuals regularly sharing the staff member's residence.

GRIEVANCE PROCEDURES

The University recognizes that problems involving employer-employee relations will arise from time to time. We believe that it is in the best interest of both the University and the employee to resolve these matters as soon as possible and at the lowest possible level. In order that employees may be assured fair consideration of their problem(s), a means of review and appeal, without prejudice, to higher levels of authority has been established.

PROCEDURE TO FILE GRIEVANCE

A grievance is a complaint by an employee regarding the interpretation or application of University rules and regulations, working conditions, or alleged improper treatment, which has not been resolved satisfactorily in an informal manner between the employee and his or her immediate supervisor.

A grievance complaint must set forth a clear indication of unfairness resulting in harm or damage to the aggrieved person, arising out of management failures, working conditions, or employment relationships. The complaint must be concerning a matter within the control of the department head, and must state the relief sought. This relief must also be within the authority of the department head to grant in whole, or in part.

Complaints or grievances, except those relating to the termination of employment, should be taken up in the following manner:

Step 1: The employee should first attempt to address the complaint or grievance informally by discussing it with his or her immediate supervisor.

NOTE: Although the University encourages the resolution of problems by information discussion between employee and supervisor, the employee is free to discuss the complaint with the University Grievance Officer or Director of Human Resources in an attempt to resolve the issue(s) in an informal manner. However, any informal discussions must be held before a formal complaint is filed.

Step 2: If the matter is not resolved to the employee's satisfaction through the informal discussion, the employee may proceed to the first stage in the formal grievance procedure by presenting the grievance in writing to the immediate supervisor, clearly identifying this action as a formal complaint, describing the first step in the grievance procedure, and the resolution desired. The written grievance must be presented to the immediate supervisor within fifteen working days of the last informal meeting to resolve the grievance with that immediate supervisor. Upon receipt of this written grievance, the immediate supervisor shall have fifteen working days in which to provide the employee a written answer to his/her grievance.

Step 3: If the employee is not satisfied with the answer from the immediate supervisor, such employee may, within fifteen working days of receiving a reply from the immediate supervisor, present the grievance in writing to his/her immediate supervisor's superior, the department director, or administrator, with a copy forwarded to the University Grievance Officer and Director of Human Resources. Upon the receipt of this written grievance, the administrator shall have fifteen working days in which to provide the employee an answer in writing, with copies forwarded to the Grievance Officer and Director of Human Resources.

Step 4: If upon receipt of the answer from the administrator, the employee remains unsatisfied; such employee may take the grievance to the final level of review by the Grievance Officer. To do so, the employee must provide written notification of such dissatisfaction to the Grievance Officer, with a copy to the Director of Human Resources within five days after receiving the answer from the supervisor's superior, or the department head. The Grievance Officer shall promptly investigate and, if necessary, conduct a hearing upon the grievance. The Grievance Officer shall render a written decision concerning the matter within 30 calendar days and furnish copies thereof to the parties involved, including the Director of Human Resources.

The decision of the Grievance Officer will be final unless the employee appeals to the President within five days of the decision in Step 4 and the President of the University exercises the right to review the decision and modify or reverse it.

After a review of the case, the Grievance Officer will notify all parties involved, including the Director of Human Resources of the findings and final determination. The decision of the Grievance Officer will be final unless the President of the University exercises the right to review the decision and reverse it.

Employee Rights and Responsibilities Associated With The Grievance Procedure

If a University employee engaged in the grievance procedure requires time away from the department for counseling or discussion of the grievance with University official(s) or Grievance Officer, the employee will be required to provide adequate advance notice to the supervisor. This is to insure his or her absence will not unduly interfere with departmental operations. An employee will be given what is deemed by the Director of Human Resources a reasonable amount of University time to present the grievance to management. In scheduling the time, place and duration of any grievance meeting, both the employee and the administration will give due consideration to the duties each has in the essential operations of the department. No employee shall lose their rights because of the administration's imposed limitations in scheduling meetings.

A University employee engaged in the grievance procedure and still on the job will be expected to maintain acceptable performance levels in the discharge of their duties and departmental responsibilities. Employees who utilize the grievance procedure are assured freedom from reprisal as a result of the airing of their grievance.

NOTE: Any employee who fails to follow the grievance procedure shall lose any right in pursuing the grievance and the grievance will be subject to dismissal.

NAME CHANGES

When the employee has a name change, he or she should first change the records at the Social Security Office, then bring the corrected Social Security card to the Office of Human Resources and complete a new W-4 form changing name and status if necessary.

PARKING

Free parking is available for all employees in designated areas. The Office of Campus Safety and Security is responsible for the regulations and enforcement of traffic and parking at Jacksonville University. All vehicles driven on campus by University employees must be registered with the Campus Security Office and have a current parking decal.

RETIREMENT

Employees will be eligible for retirement provided they retire after reaching age 55 with a minimum of ten years' service at the University.

NON-HARASSMENT POLICY

Jacksonville University believes that all employees should be able to enjoy a workplace atmosphere free from all forms of discrimination and harassment. Harassment on any basis, including sex, religion, race, national origin, disability, age, veteran status, or marital status is prohibited. A detailed policy on Sexual Harassment follows. Harassment is a form of misconduct that undermines the integrity of the employment relationship and includes such behaviors as jokes, insults, epithets, threats, and derogatory comments. If you believe you are a victim of harassment, you should promptly report the incident(s) to your supervisor; or, if you are not comfortable doing so, to another supervisor or the Director of Human Resources.

Any supervisor or manager who becomes aware of possible unlawful harassment should promptly advise the Director of Human Resources. Jacksonville University will promptly investigate all such charges; maintaining confidentiality, to the extent possible.

The University reserves the right to continue or suspend all proceedings if the complainant or defendant files a charge with the EEOC (Equal Employment Opportunity Commission) through the courts, or a state agency.

Title IX Sexual Harassment and Non-Discrimination Policy

Section 1: Introduction

- 1.1 Policy Statement:** Jacksonville University is committed to creating and maintaining a living, learning and working environment that is free from unlawful discrimination based on gender in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in education programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits gender discrimination in employment; and the Campus Sexual Violence Elimination Act, Clery Act, and the Violence Against Women Act (VAWA). Sexual Harassment and Retaliation under this Policy will not be tolerated by Jacksonville University and is grounds for disciplinary action, up to and including, permanent dismissal from JACKSONVILLE UNIVERSITY and/or termination of employment.
- 1.2 Purpose:** Jacksonville University takes all reported sexual misconduct and harassment seriously. Jacksonville University will promptly discipline any individuals within its control who are found responsible for violating this Policy. Additionally, reported sexual misconduct and harassment that does not meet the definitions and jurisdiction of this Policy will be referred for review to the Senior Vice President of Student Affairs and Dean of Students if allegedly committed by a student or the Director of Human Resources if allegedly committed by an employee under the respective [Code of Conduct](#) in compliance with VAWA and Clery Act.
- 1.3 Applicability:** This Policy applies to students and employees as follows:
- a. To Students:** Where the Respondent is a student at Jacksonville University at the time of the alleged conduct, the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Jacksonville University's Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Jacksonville University's Education Program or Activity.
 - b. To Employees:** Where the Respondent is an employee at Jacksonville University at the time of the alleged conduct, where the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Jacksonville University's Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Jacksonville University's Education Program or Activity.
- 1.4 Title IX Coordinator and Key Title IX Officials:** The Title IX Coordinator is the Jacksonville University administrator who oversees Jacksonville University's compliance with Title IX. The Title IX Coordinator is responsible for administrative response to reports and Formal Complaints of Sexual Harassment. The Title IX Coordinator is available to discuss the grievance process, coordinate supportive measures, explain Jacksonville University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators to facilitate these responsibilities.

Any member of the Jacksonville University community may contact the Title IX Coordinator with questions. Title IX Coordinator and Deputy Title IX Coordinator contact information is as follows:

TITLE IX COORDINATOR

KRISTIE GOVER, ED.D.

- Senior Vice President of Student Affairs and Dean of Students
- Phone: (904) 256-7067
- Email: kgover1@ju.edu

DEPUTY TITLE IX COORDINATORS

ALLAN FORTÉ

- Senior Vice President Chief People and Culture Officer
- Phone: (904) 256-7025
- Email: aforte@ju.edu

KEVIN BENNETT

- Director of Campus Security
- Phone: (904) 256-7585
- Email: kbennet1@ju.edu

DAVINA HAMILTON

- Associate Dean of Students
- Phone: (904) 256-7067
- Email: dhamilt3@ju.edu

In addition to the Title IX Coordinator, Jacksonville University appoints investigators, decision makers and informal resolution facilitators who have roles in the formal grievance process more fully explained in Sections 6, 7, and 8 of this policy.

The Title IX Coordinator, Deputy Title IX Coordinators, investigators, decision-makers, and informal resolution facilitators will receive annual training in compliance with Title IX. All administrators in these roles will not rely on gender stereotypes and will provide impartial investigations and adjudications of Formal Complaints of Sexual Harassment. All materials used to train these administrators will be publicly made available on Jacksonville University's website in accordance with Title IX requirements.

The Title IX Coordinator, Deputy Title IX Coordinators, investigators, decision-makers, and informal resolution facilitators shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

- 1.5 Notification:** Jacksonville University will use University electronic mail (email) for purposes of communication and notification under this Policy.
- 1.6 Free Speech:** Freedom of speech and principles of academic freedom are central to the mission of institutions of higher education. Constitutionally protected expression cannot be considered Sexual Harassment under this Policy.
- 1.7 Dissemination of Policy:** This Policy will be made available to all Jacksonville University administrators, faculty, staff, and students online at <https://www.ju.edu/titleix/index.php> and in Jacksonville University student catalog(s) and any employee handbook of operating procedures.
- 1.8 Effective Date:** The effective date of this Policy is August 14, 2020.
- 1.9 Retaliation and False Statements Prohibited:** Neither Jacksonville University nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.
 - a.** Alleged violations of Retaliation will be referred to the Senior Vice President of Student Affairs and Dean of Students or designee to be investigated and resolved under the respective [Code of Conduct](#).
 - b.** The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this Policy.

- c. Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy does not constitute Retaliation prohibited under Policy. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

1.10 Amnesty: Reporting Sexual Harassment is encouraged at Jacksonville University. Thus, it is imperative that Complainants and witnesses share information without fear of potential consequences for minor policy violations including, but not limited to, underage consumption of alcohol or the use of illicit drugs. Jacksonville University offers parties and witnesses amnesty from such minor violations but may include educational opportunities for individuals in lieu of a finding of responsibility or punitive sanctions.

1.11 Other University Policies: This Policy takes precedence over other University policies and procedures concerning Sexual Harassment under Title IX in the event of a conflict.

1.12 Conflicts of Interest

No employee or their immediate relatives (spouse, parents, brothers, sisters, or children, and their spouses) should engage in outside interests conflicting in fact or appearance with the interest of the University which may influence the judgment or action of the employee in the conduct of the University's business. These interests include serving or selection as an officer, employee, consultant, or sharing in profits or other results, or receiving payment, gifts, service, entertainment, or other substantial benefits or promises from any University supplier, customer, or their agent. Any person having a question concerning a possible conflict of interest should contact the Office of Human Resources.

1.13 Alleged violations of the student or employee Code of Conduct that rise from the same events as alleged Sexual Harassment under this Policy will be investigated and resolved under the grievance process in this Policy unless the Sexual Harassment has been dismissed under Section 5.2 of this Policy.

Section 2: Definitions

2.1 Definitions of Prohibited Conduct Under this Policy¹

2.1.1 Sexual Harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (Quid Pro Quo);
- (2) Unwelcome conduct determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity²; or
- (3) Sexual Assault, Dating Violence, Domestic Violence or Stalking as defined in this Policy.

2.1.2 Sexual Assault means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation, including Rape, Fondling, Incest, and Statutory Rape as defined in this Policy.

2.1.3 Rape means the 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.

¹ See [Appendix A](#) for applicable State law definitions.

2.1.4 Fondling means the touching of the private body parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving Consent because of his/her age or because of his/her temporary or permanent mental Incapacity.

2.1.5 Incest means sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Florida law.

2.1.6 Statutory Rape means sexual intercourse with a person who is under the statutory age of Consent.

2.1.7 Dating Violence means violence committed by a person—
(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship,
- The type of relationship,
- The frequency of interaction between the persons involved in the relationship.

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

2.1.8 Domestic Violence includes felony or misdemeanor crimes of violence committed by:

- a current or former spouse or intimate partner of the victim,
- a person with whom the victim shares a child in common,
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- a person similarly situated to a spouse of the victim under the domestic or family violence laws of Florida, or
- 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 Florida.

2.1.9 Stalking means engaging in a Course of Conduct directed at a specific person that would cause a Reasonable Person to—

- fear for their safety or the safety of others; or
- suffer Substantial Emotional Distress.

2.2 Definitions Related to Sexual Harassment: Consent, Course of Conduct, Incapacitation, Reasonable Person, Substantial Emotional Distress

2.2.1 Consent: Consent to engage in sexual activity must be informed, knowing and voluntary. Consent exists when all parties exchange mutually understandable affirmative words or behavior indicating their agreement to freely participate in mutual sexual activity.

The following further clarifies the definition of consent:

- Each participant in a sexual encounter is expected to obtain and give consent to each act of sexual activity. Consent to one form of sexual activity does not constitute consent to engage in all forms of sexual activity.
- If at any time it is reasonably apparent that either party is hesitant, confused or unsure, both parties should stop and obtain mutual verbal consent before continuing such activity.

- Consent may be withdrawn by either party at any time. Withdrawal of consent must also be outwardly demonstrated by words or actions that clearly indicate a desire to end sexual activity. Once withdrawal of consent has been expressed, sexual activity must cease.
- Consent consists of an outward demonstration indicating that an individual has freely chosen to engage in sexual activity. Relying on non-verbal communication can lead to misunderstandings. Consent may not be inferred from silence, passivity, lack of resistance or lack of an active response alone. A person who does not physically resist or verbally refuse sexual activity is not necessarily giving consent.
- Individuals with a previous or current intimate relationship do not automatically give either initial or continued consent to sexual activity. Even in the context of a relationship, there must be mutually understandable communication that clearly indicates a willingness to engage in sexual activity.
- An individual who is physically incapacitated from alcohol or other drug consumption (voluntarily or involuntarily), or is unconscious, unaware or otherwise physically helpless is considered unable to give consent. For example, one who is asleep or passed out cannot give consent.

2.2.2 Course of Conduct means two or more acts, including, but not limited to, acts in which the individual directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person's property.

2.2.3 Incapacitation: An individual who is incapacitated is not able to make rational, reasonable judgments and therefore is incapable of giving consent. Incapacitation is the inability, temporarily or permanently, to give consent, because the individual is mentally and/or physically helpless due to drug or alcohol consumption, either voluntarily or involuntarily, or the individual is unconscious, asleep or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if he/she demonstrates that they are unaware of where they are, how they got there, or why or how they became engaged in a sexual interaction. Where alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. Some indicators of incapacitation may include, but are not limited to, lack of control over physical movements, being unaware of circumstances or surroundings, or being unable to communicate for any reason.

An individual in a blackout state may or may not meet the definition of incapacitation. Such an individual may appear to act normally but may not have later recall of the events in question. The extent to which a person in this state affirmatively gives words or actions indicating a willingness to engage in sexual activity and the other person is unaware – or reasonably could not have known – of the alcohol consumption or blackout, must be evaluated in determining whether consent could be considered as having been given.

2.2.4 Reasonable Person means a reasonable person under similar circumstances and with similar identities to the victim.

2.2.5 Substantial Emotional Distress means significant mental suffering or anguish that may, but does not necessarily require, medical or other professional treatment or counseling.

2.3 Other Defined Terms

2.3.1 Actual Knowledge means Notice of Sexual Harassment allegations to the Title IX Coordinator or any Official with Authority, except that actual knowledge is not met when the only individual with actual knowledge is the Respondent.

- 2.3.2 Business Day** means any weekday not designated by Jacksonville University as a holiday or administrative closure day. When calculating a time period of Business Days specified in this Policy, the Business Day of the event that triggers a time period is excluded.
- 2.3.3 Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as “parties” throughout this Policy.
- 2.3.4 Confidential Employee** means an individual who will not report any information about an incident to the Title IX Coordinator without the Complainant’s permission.
- 2.3.5 Disciplinary Sanctions** are imposed only after a finding of responsibility through the grievance process or an agreement through the informal resolution process.
- 2.3.6 Education Program or Activity** includes locations, events, or circumstances over which Jacksonville University exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs. This includes conduct that occurs on Jacksonville University property, during any Jacksonville University activity, or in any building owned or controlled by a student organization that is officially recognized by Jacksonville University.
- 2.3.7 Formal Complaint** means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that Jacksonville University investigate the allegation of Sexual Harassment.
- 2.3.8 Official with Authority** means an individual who has the authority to institute corrective measures and is required to report Sexual Harassment to the Title IX Coordinator to initiate Jacksonville University’s response to the Sexual Harassment allegations. Officials with Authority are limited to the following positions at Jacksonville University, Title IX Coordinator and Deputy Title IX Coordinators.
- 2.3.9 Remedies** are designed to restore or preserve equal access to Jacksonville University’s Education Program or Activity. Remedies may include, but are not limited to, the same individualized services as Supportive Measures; however, Remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 2.3.10 Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as “parties” throughout this Policy.
- 2.3.11 Responsible Employee** means any individual who is employed by Jacksonville University and not deemed to be a Confidential Employee. Responsible Employees are required by Jacksonville University to report Sexual Harassment to the Title IX Coordinator promptly upon receiving a report of a Sexual Harassment.
- 2.3.12 Retaliation** means intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve gender discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX or this Policy.

2.3.13 Supportive Measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed.

Such measures are designed to restore or preserve equal access to Jacksonville University Education Programs or Activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Jacksonville University educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Section 3: Reporting Sexual Harassment and Preservation of Evidence

3.1 Reporting to Jacksonville University

3.1.1 Reporting to Title IX Coordinator: Reports of Sexual Harassment may be made to the Title IX Coordinator in any of the following ways, by anyone, at any time: email, phone, [online form](#), mail. Reports may be made to the Title IX Coordinator in person at 2800 University Blvd. N., Davis Student Commons, Jacksonville, FL 32211 during normal business hours. After Title IX Sexual Harassment has been reported to the Title IX Coordinator, the Title IX Coordinator will promptly offer supportive measures to the Complainant, regardless of whether the Complainant was the reporter of the Sexual Harassment.

3.1.2 Reporting to Officials with Authority: The following positions are Officials with Authority: Title IX Coordinator and Deputy Title IX Coordinators. If they are notified of Sexual Harassment, they will promptly respond to the report of Sexual Harassment.

3.1.3 Reporting to Confidential Employees: The Student Counseling Center and Student Health Center staff at Jacksonville University are Confidential Employees. Reports made to Confidential Employees are considered confidential reports and will not be reported to the Title IX Coordinator without the Complainant's permission and will not constitute actual notice to Jacksonville University.

3.1.4 Reporting to Responsible Employees: Employees who are not defined as Confidential Employees are required to report Sexual Harassment to the Title IX Coordinator who will respond to the Sexual Harassment.

3.1.5 Anonymous Reporting: Anonymous reports may be made by telephone, in writing or [electronically](#) with Title IX Coordinator. A decision to remain anonymous, however, may greatly limit Jacksonville University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating this Policy.

3.2 Reporting to Law Enforcement: Reports may be filed with local law enforcement agencies. The Title IX Coordinator can assist with contacting law enforcement agencies. Law enforcement investigations are separate and distinct from Jacksonville University investigations.

- Jacksonville Sheriff's Office Non-Emergency, phone number – (904) 630-0500

3.3 Reporting to Outside Agencies: Students and employees may report to external agencies:

Students

Atlanta Office for Civil Rights
U.S. Department of Education
61 Forsyth St. S.W., Suite 19T10
Atlanta, GA 30303-8927
Telephone: 404-974-9406
Email: OCR.Atlanta@ed.gov

U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201
Toll Free Call Center: 1-877-696-6775

Employees

U.S. Equal Employment Opportunity Commission
131 M Street, NE
Washington, DC 20507
202-663-4900 / (TTY) 202-663-4494

3.4 Outside Agency Support and Resources:

- Women's Center of Jacksonville/Rape Recovery Team, the address is 5644 Colcord Ave., Jacksonville, FL 32211, phone number – (904) 722-3000 or hotline is (904) 721-7273 www.womenscenterofjax.org
- State Attorney's Office Victim-Witness Services, phone number – (904) 630-2502
- Florida Council Against Sexual Violence, phone number – 1-888-956-7273
- Any member of the Jacksonville University community who wishes to obtain further information regarding sexual offender/predators in our area may refer to the FDLE website at FDLE's Searchable Database or by calling 1-888-FL-PREDATOR / 1-888-357-7332)

3.5 Local Emergency Facilities

- Jacksonville Sheriff's Office Victim Services Counselor, phone number – (904) 630-1764
- The City of Jacksonville Victims Services, phone number – (904) 630-6300
- Sexual Assault Response Center, phone number – (904) 630-6330
- Florida Department of Law Enforcement Sexual Offender/Predator Unit – 1-888-357-7332
- Local Domestic Violence center, HUBBARD HOUSE. Contact 24 hours a day at (904) 354-3114 or 1-800-500-119. Website: hubbardhouse.org

3.6 Time Limits on Reporting. There are no time limits on reporting Sexual Harassment to the Title IX Coordinator or Jacksonville University. If the Respondent is no longer subject to Jacksonville University's Education Program or Activity or significant time has passed, Jacksonville University will have limited ability to investigate, respond and/or provide disciplinary remedies and sanctions.

3.7 Jacksonville University Federal Reporting Obligations:

Certain Jacksonville University employees, called Campus Safety and Security Authorities, have a duty to report certain incidents of misconduct to comply with the Clery Act. Campus Safety and Security Authorities are not required to report personally identifiable information for Clery Act purposes, but statistical information must be sent regarding the type of incident that occurred and its general location (e.g., on or off-campus) for publication in an annual report of crime statistics, called the Annual Security Report. Statistics published in the Annual Security Report help to provide the campus community with a clearer picture of the extent and nature of campus crime, but the statistics do not personally identify Complainants or Respondents. Reports by Campus Security Authorities are not official police reports and do not initiate criminal investigations.

When Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking are reported under the Clery Act, Jacksonville University must issue timely warnings for such incidents that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Jacksonville University will not disclose a Complainant's name and other identifying information in a timely warning but will provide sufficient information for Jacksonville University community members to make informed safety decisions in response to potential danger.

3.8 Preservation of Evidence: Jacksonville University recognizes that a Complainant may need time to decide whether to report an incident of Sexual Harassment to the police and/or Jacksonville University. The purpose of this section is to provide Complainants with suggestions on preserving evidence while they decide whether to report an incident.

Jacksonville University encourages Complainants, as soon as possible after experiencing Sexual Assault to take steps to preserve evidence such as:

- Have a forensic sexual assault nurse examination performed as soon as possible after the incident, but no later than 72-96 hours after the incident
- When possible, prior to having a forensic sexual assault nurse examination performed, avoid: changing clothing, bathing, showering, using a douche, using the bathroom, brushing one's teeth, drinking liquids, washing one's hands or face, or combing one's hair;
- Preserve any clothing, sheets, or other materials (items containing bodily fluids should be stored in cardboard boxes or paper bags);
- Preserve or capture electronic communications such as text messages, e-mails, social media posts or exchanges (e.g., Snapchat, Facebook, Twitter);
- Preserve or capture video, audio (e.g., voice mail messages), or photographs, including those stored on smartphones or other devices; and
- Preserve any other physical, documentary, and/or electronic data that might be helpful to an investigator.

Section 4: Initial Response to Reported Sexual Harassment: Upon receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly contact the Complainant, regardless of whether the Complainant was the individual who initiated the report. During the initial contact with the Complainant, the Title IX Coordinator will:

- Provide the Complainant with notice of their rights and options
- Explain the process for filing a Formal Complaint;
- Explain the Grievance Process;
- Discuss the availability of Supportive Measures regardless of whether a Formal Complaint is filed;
- Consider the Complainant's wishes with respect to Supportive Measures.

Section 5: Formal Complaint: Jacksonville University will investigate all allegations of Sexual Harassment in a Formal Complaint.

5.1 Filing a Formal Complaint: A Formal Complaint must:

- (1) Contain an allegation of Sexual Harassment against a Respondent;
- (2) Request that Jacksonville University investigate the allegation; and
- (3) Be signed by the Complainant or Title IX Coordinator.

In limited circumstances, if a Complainant does not sign a Formal Complaint, the Title IX Coordinator may sign a Formal Complaint. In determining whether to sign a Formal Complaint, the Title IX Coordinator will consider factors that include but are not limited to:

- Whether there have been other reports of Sexual Harassment or other relevant misconduct concerning the same Respondent whether or not the incidents occurred while the Respondent was a Jacksonville University student or employee;
- Whether the Respondent threatened further Sexual Harassment or other misconduct against the Complainant or others;
- Whether the alleged Sexual Harassment was committed by multiple perpetrators;
- The nature and scope of the alleged Sexual Harassment including whether the Sexual Harassment was perpetrated with a weapon;
- The ages and roles of the Complainant and the Respondent;
- Whether Jacksonville University can pursue the investigation without the participation of the Complainant (e.g., whether there are other available means to obtain relevant evidence of the alleged Sexual Harassment such as security cameras or physical evidence);
- Whether the report reveals a pattern of perpetration (e.g., perpetration involving illicit use of drugs or alcohol) at a given location or by a particular group.

5.2 Dismissal of a Formal Complaint.

5.2.1 Required Dismissal: The Title IX Coordinator will dismiss a Formal Complaint for purposes of Sexual Harassment if:

- (1) The conduct alleged in the Formal Complaint would not constitute Sexual Harassment as defined in this Policy even if proved;
- (2) The conduct alleged did not occur in Jacksonville University’s Education Program or Activity; or
- (3) The Conduct alleged in the Formal Complaint did not occur against a person in the United States.

Dismissal of a Formal Complaint does not preclude action under other provisions of the Jacksonville University ‘s policies and procedures. If a Formal Complaint is dismissed under this section and the Respondent is a student, the matter will be sent to the Senior Vice President of Student Affairs for review. The Senior Vice President of Student Affairs will decide whether the matter will be pursued under the Jacksonville University’s Code of Conduct.

If a Formal Complaint is dismissed under this section and the Respondent is an employee, the matter will be sent to the Director of Human Resources for review. The Director of Human Resources will decide whether the matter will be pursued under the Jacksonville University Code of Conduct.

5.2.2 Permissive Dismissal: The Title IX Coordinator may dismiss a Formal Complaint or any allegations within the Formal Complaint, if at any time during the investigation or hearing:

- (1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations within the Formal Complaint,
- (2) The Respondent is no longer enrolled or employed by Jacksonville University, or
- (3) Specific circumstances prevent Jacksonville University from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations within the Formal Complaint.

5.2.3 Appeal of Dismissal: Either party may appeal the dismissal of a Formal Complaint or any allegations therein. See Section 7 for bases and process for appeals.

5.3 Consolidation of Formal Complaints: The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent or by more than one Complainant against one or more Respondents where the allegations arise out of the same facts or circumstances.

Section 6: Grievance Process The grievance process within this Policy is designed to treat Complainants and Respondents equitably. Remedies are provided to a Complainant where a determination of responsibility for Sexual Harassment has been made against the Respondent and Disciplinary Sanctions are not imposed against a Respondent prior to the completion of the grievance process.

6.1: General Grievance Process Information:

6.1.1 Burden of Proof and Burden of Gathering Evidence: All investigations and proceedings, including hearings, relating to Sexual Harassment will be conducted using a “preponderance of the evidence” (more likely than not) standard. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibly rest on Jacksonville University, not the parties.

6.1.2 Presumption of Not Responsible: The Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the end of the grievance process.

6.1.3 Time Frames for Grievance Process: Jacksonville University strives to complete the grievance process within one hundred and twenty (120) Business Days. Temporary delays and/or extensions of the time frames within this Policy may occur for good cause. Written notice will be provided to the parties of the delay and/or extension of the time frames with explanation of the reasons for such action. Examples of good cause for delay/extensions include but are not limited to considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6.1.4 Medical Records Jacksonville University will not access, consider, disclose, or otherwise use party’s records that are that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Jacksonville University obtains that party’s voluntary, written permission to do so for the grievance process within the Policy.

6.1.5 Privileged Information: Jacksonville University will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.

6.1.6 Range of Disciplinary Sanctions and Corrective Actions

- No contact orders
- Written letter of warning or reprimand
- Mandatory participation in an educational program
- Mandatory referral for psychological assessment and compliance with any resulting treatment plan
- Adjustment of living arrangements
- Adjustment of academic schedule
- Restricted participation in extracurricular activities
- Removal or suspension from athletic team
- Restricted attendance at University-sponsored activities or events
- Revocation of admission
- Revocation of degree
- Postponement of degree conferral
- Restricted access to campus
- Probation for students or employment

- Suspension or dismissal for students
- Termination of student employment
- Employee suspension with or without pay
- Modification of employee benefits such as tuition assistance
- Termination of faculty or staff from the University

6.1.7 Notice of Meetings, Interviews, and Hearings: Parties and witnesses will be provided notice of any meeting, interview, and/or hearing with sufficient time (approximately three (3) days) to prepare to participate. This notice will include the date, time, location, participants and purposes of the meeting, interview and/or hearing.

6.2 Notice of Allegations: Upon receipt of a Formal Complaint, the investigator will provide Notice of Allegations to the parties who are known. The Notice of Allegations will include:

- (1) Notice of the party's rights and options
- (2) Notice of Jacksonville University's grievance process
- (3) Notice of Jacksonville University's informal resolution process and options
- (4) Notice of the allegations of Sexual Harassment including:
 - The identities of the parties involved in the incident, if known,
 - The conduct allegedly constituting Sexual Harassment, and
 - The date and location of the incident, if known.
- (5) Notice that the Respondent is presumed not responsible of the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- (6) Notice that the parties may have an advisor of their choice, who may be, but is not required to be an attorney, and that the advisor may inspect and review evidence as explained in section 6.4.4 of this Policy.
- (7) Notice of the Jacksonville University [Code of Conduct](#) provision that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Notice of Allegations will be updated and written notice provided to the parties if at any time during the investigation, Jacksonville University decides to investigate allegations about the Complainant or Respondent that are not included in the initial Notice of Allegations.

6.3 Investigation of Formal Complaint. Jacksonville University will conduct an investigation following a Formal Complaint and Notice of Allegations. During all meetings and interviews the parties may be accompanied by an advisor of their choice, which can be, but is not required to be an attorney. During the investigation stage of the grievance process, the advisor's role is limited to assisting, advising, and/ or supporting a Complainant or Respondent. An advisor is not permitted to speak for or on behalf of a Complainant or Respondent or appear in lieu of a Complainant or Respondent during the investigation phase of the grievance process.

6.3.1 Opportunity to Provide Information and Present Witnesses: Each party will be provided an equal opportunity to provide information to the investigator and present witnesses for the investigator to interview. The information provided by the parties can include inculpatory (evidence that may support a finding or conclusion that Respondent engaged in Sexual Harassment) and exculpatory evidence (evidence that may support a finding or conclusion that a Respondent did not engage in Sexual Harassment). The witnesses can include both fact witnesses and expert witnesses.

6.3.2 Opportunity to Inspect and Review Evidence: Each party will be provided an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence upon which Jacksonville University does not intend to rely upon in reaching a determination regarding responsibility. This review includes inculpatory and exculpatory evidence that is obtained by a party, witness, or other source. Each party and their advisor (if any) will be

provided an electronic copy of the evidence for inspection and review. The parties will have ten (10) business days to review submit a written response to the investigator. The investigator will consider the written responses prior to completing an investigative report. All evidence provided during the inspection and review phase will be available at any hearing for the parties to use during the hearing, including for purposes of cross examination.

- 6.3.3 Investigative Report:** Following the opportunity to inspect and review evidence directly related to the allegations raised in the Formal Complaint, the investigator will create an investigative report that fairly summarizes relevant evidence obtained during the investigation.
- 6.3.4 Review of the Investigative Report:** At least ten (10) Business Days prior to a hearing, the investigator will provide each party and the party's advisor (if any) an electronic copy of the investigative report for their review and written response.
- 6.3.5 Investigation Timeframe:** The investigation of a Formal Complaint will be concluded within 90 Business Days of the filing of a Formal Complaint. The parties will be provided updates on the progress of the investigation, as needed.
- 6.4 Live Hearing:** After the investigation, Jacksonville University will provide for a live hearing for all Formal Complaints of Sexual Harassment that have not been dismissed per Section 5.2 or resolved by informal resolution under Section 8. At the request of either party, or at the discretion of the Title IX Coordinator, Jacksonville University will provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker and parties to simultaneously see and hear the other party or witness answering questions.
- 6.4.1 Information at the Hearing:** The following information/evidence will be available in electronic form at the hearing:
- (1) Evidence from the investigation, including the evidence directly related to the allegations that was reviewed by the parties, regardless of whether it was incorporated into the report.
 - (2) The investigation report and any attachments/appendices.
- 6.4.2 Decision-maker:** The decision-maker will be appointed by Jacksonville University and will not be the Title IX Coordinator or investigator. The decision-maker will be trained, impartial, and without a conflict of interest. The decision-maker will be a Jacksonville University employee or external individual designated by Jacksonville University.
- 6.4.3 Challenge to the decision maker:** Either party may challenge the appointment of a decision-maker, based on conflict of interest or bias, in writing to the Title IX Coordinator, no less than five (5) Business Days prior to the scheduled hearing.
- 6.4.4 Advisor's Role at the Hearing:** Each party must have an advisor present at the hearing. The advisor's role is limited to supporting, advising, and assisting the party during the hearing and conducting questioning (cross-examination) of participants. Advisors are required to follow rules of decorum enforced by the decision-maker. Failure to follow the rules of decorum by an advisor may result in removal of an advisor from the hearing. If a party does not have an advisor present at the live hearing, Jacksonville University will appoint the party with an advisor without fee or charge.
- 6.4.5 Recording of the Hearing:** Jacksonville University will create an audio or audiovisual recording of all live hearings and make the recording available to the parties for inspection or review.

6.4.6 Hearing Process Facilitator: Jacksonville University may designate a hearing process facilitator to coordinate the hearing, including, but not limited to, coordination and scheduling of the hearing; the logistics of physical or virtual rooms for parties and/or witnesses, including separation of the parties; ensuring all technology is working appropriately; ensuring the parties have access to electronic documents during the hearing; distributing materials; etc. The facilitator may also be the Title IX Coordinator. The facilitator may invite the parties and their advisors, separately, to a meeting prior to the hearing to review the hearing process for the purpose of ensuring a smooth hearing. This meeting is separate from the pre-hearing conference discussed below.

6.4.7 Pre-Hearing Matters: In order to streamline the hearing process, the decision-maker may request the submission of questions prior to the hearing through electronic submission and/or a pre-hearing conference.

(1) Pre-Hearing Submission of Questions: The decision-maker may request the parties submit questions, in writing, prior to the hearing. This submission does not preclude the advisor from asking additional questions live during the hearing. The decision-maker may allow for the pre-hearing submission of questions regardless of whether a pre-hearing conference occurs.

(2) Pre-Hearing Conference: The decision-maker may hold a pre-hearing conference to further streamline the live hearing, especially in complex cases involving multiple Complainants, Respondents and/or a significant number of witnesses. During the pre-hearing conference, parties and their Advisors will meet with the decision-maker separately to review written questions previously submitted and/or to submit, in writing, any questions they wish to ask during the live hearing so that the decision-maker can be prepared to respond to the relevancy of said questions during the live hearing. The decision-maker may discuss any preliminary relevancy determinations regarding submitted questions and/or discuss alternative ways in which to ask questions; however, the decision-maker will make any final relevancy determinations in real-time, orally, during the live hearing. This conference does not preclude the advisor from asking additional questions live during the hearing.

At the pre-hearing conference, the decision-maker may also hear arguments regarding the relevance of the evidence identified in the investigation report as relevant or not relevant, and/or directly related to the allegations.

(3) Hearing Documents: The decision-maker or hearing facilitator will provide parties with a copy of all materials provided to the decision-maker about the matter.

(4) Accommodation Requests: Participants in need of disability related accommodations and/or interpretation services during the hearing must contact the Title IX Coordinator with said requests five (5) days prior to the hearing.

6.4.8 Participants in the Hearing. Participants at the hearing include the decision-maker, the investigator(s) who conducted the investigations, the parties, advisors to the parties, witnesses and anyone providing authorized accommodations. In addition, Jacksonville University may have a hearing facilitator present. Any witnesses scheduled to participate in the hearing must have been first interviewed by the investigator (s) or have provided a written statement or answered questions from the investigator in writing.

The decision-maker will provide the names of all persons participating in the hearing to the parties at least seven (7) days prior to the live hearing.

6.4.9 Hearing Process and Phases: The live hearing will include the following phases:

(1) Notice of Hearing: After the investigative report has been completed and at least ten (10) business days prior to the date set for the hearing, the parties and their Advisors (if any) will be provided with a Notice of the Hearing. The Notice will include the date, time, location, name of the decision-maker, names of all participants in the hearing, and the location (virtual or in person) of the hearing.

(2) Opening Statements: Each party will have the opportunity to present an opening statement to the decision-maker.

(3) Questioning of Hearing Participants: The investigator will be the first witness to provide information. The investigator will submit their investigation report and describe the evidence and information gathered in their investigation. The parties and witnesses will then be called in an order determined by the decision-maker. Questioning of parties and witnesses will occur in the following manner:

i. By the Decision-maker: The decision-maker will ask initial questions of the participants at the hearing.

ii. By the Advisors: After the decision-maker asks questions of a participant, each party's advisor will be permitted to ask relevant questions and follow up questions orally, directly, and in real time of the participant. The parties are never permitted to ask questions of participants directly. The questioning of participants by advisors will be conducted in the following manner:

- A question is asked by an advisor
- Before participant answers the questions, the decision-maker determines whether the question is relevant
- If the question is determined relevant by the decision-maker, the participant answers the question
- If the question is determined not to be relevant by the decision-maker, the decision-maker must explain the decision to exclude a question as not relevant.

iii. Evidence and Questions Excluded:

- **Sexual Predisposition or Prior Sexual Behavior of the Complainant:** Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove Consent.
- **Privileged Information:** No person will be required to disclose information protected under a legally recognized privilege. The decision-maker must not allow into evidence or rely upon any questions or evidence that may require or seek disclosure of such information, unless the person holding the privilege has waived the privilege. This includes information protected by the attorney-client privilege.

- **Medical Records:** Evidence or records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, are not permitted to be used during a hearing unless the party provides voluntary, written permission to do so for the grievance process within this Policy.

iv. Party or Witness Does Not Submit to Cross-examination: If a party or witness does not submit to cross-examination by an advisor at the live hearing, the decision-maker will not rely on any statement of that party or witness in reaching a determination regarding responsibility. The decision-maker, however, will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

(4) Closing Statements: Each party will have the opportunity to present a closing statement to the decision-maker.

(5) Determination Regarding Responsibility: After the live hearing, the decision-maker will issue a written determination regarding responsibility using the preponderance of the evidence standard. The decision-maker will provide the Complainant and the Respondent with the written determination simultaneously. The determination regarding responsibility becomes final either on the date that Jacksonville University provides the parties with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely. The written notice will include:

- Identification of the allegations potentially constituting Sexual Harassment;
- A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding the application of this Policy to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions that Jacksonville University imposes on the Respondent, and whether remedies designed to restore or preserve equal access to Jacksonville University's education program or activity will be provided by Jacksonville University to the Complainant³; and
- The procedures and permissible bases for the Complainant and Respondent to appeal.

Section 7: Appeals: Either party may appeal the determination regarding responsibility, or the dismissal of a Formal Complaint or any allegations therein within three (3) Business Days of the receipt of the determination regarding responsibility or dismissal. The appeals must be made in writing and delivered to the Title IX Coordinator.

³ The Title IX Coordinator is responsible for the implementation of any remedies.

- 7.1 Bases for Appeal:** Appeals of the determination of responsibility or the dismissal of a Formal Complaint may be made on the following bases:
- Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
 - The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.
- 7.2 Appeal Procedures:** If an appeal is submitted, Jacksonville University will
- (1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.
 - (2) Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator or the Title IX Coordinator.
 - (3) Provide the non-appealing party with five (5) Business Days from receipt of the notification of appeal to submit a written statement in support of the outcome of the determination or dismissal.
 - (4) Issue a written decision describing the result of the appeal and the rationale for the result which can be one of the following:
 - Affirm the decision-maker's determination regarding the Respondent's responsibility and affirm the disciplinary sanctions and remedies, if applicable;
 - Affirm the decision-maker's determination regarding the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable;
 - Remand the process back to the hearing stage for the decision-maker to remedy any procedural irregularity or consider any new evidence;
 - Reverse the decision-maker's determination of the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable; or
 - Affirm or amend the sanctions and/or remedies outlined in the determination issued under this Policy.
 - (5) Provide the written decision simultaneously to both parties.
- 7.3 Appeal Timeframe:** The appellate decision-maker will release the written decision within twenty (20) Business Days of receiving the appeal.

Section 8: Informal Resolution Process. At any time after a Formal Complaint has been signed and before a determination regarding responsibility has been reached, the parties may voluntarily agree to participate in an informal resolution facilitated by Jacksonville University, that does not involve a full investigation and adjudication. Types of informal resolution include, but are not limited to, mediation, facilitated dialogue, conflict coaching, and restorative justice and resolution by agreement of the parties.

8.1 Informal Resolution Notice: Prior to entering the informal resolution process, Jacksonville University will provide the parties a written notice disclosing:

- (1) The allegations;
- (2) The requirements of the informal resolution process, including the right of any party to withdraw from the informal resolution process and resume the grievance process and the circumstances which preclude parties from resuming a Formal Complaint arising from the same allegations;
- (3) Consequences resulting from the informal resolution process, including that the records will be maintained for a period of seven (7) years but will not be used by investigators or decision-makers if the formal grievance process resumes.

8.2 Informal Resolution Agreement: Prior to entering the informal resolution process, the parties must voluntarily agree, in writing to the use of the informal resolution process.

8.3 Informal Resolution Availability: The informal resolution process is not permitted to resolve allegations that an employee committed Sexual Harassment against a student.

8.4 Informal Resolution Timeframe: Informal resolutions of a Formal Complaint will be concluded within 45 days of notice to Jacksonville University that both parties wish to proceed with the informal resolution process. Such notice that the parties wish to proceed with an informal resolution process will “pause” the counting of the timeframe to conclude the Grievance Process of this Policy, should the informal resolution process fail and the parties continue with the Grievance Process.

8.5 Informal Resolution Documentation. Any final resolution pursuant to the Informal Resolution process will be documented and kept for seven (7) years. However, no recording of the informal resolution process will be made and all statements made during the informal resolution process will not be used for or against either party (and the decision-maker and/or appellate decision-maker may not consider any such statement made during informal resolution) should the parties resume the grievance process. Failure to comply with an informal resolution agreement may result in disciplinary action.

Section 9: Emergency Removal and Administrative Leave.

9.1 Emergency Removal At any time after the Title IX Coordinator is on notice of Sexual Harassment, Jacksonville University may remove a Respondent on an emergency basis. Jacksonville University will only conduct an emergency removal after:

- (1) Undertaking and individualized safety and risk analysis,
- (2) Determining that an immediate threat the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal, and
- (3) Providing the Respondent with notice and an opportunity to challenge the decision to the Title IX Coordinator, within two (2) Business Days following the removal.

9.2 Administrative Leave: Jacksonville University may place a non-student employee Respondent on administrative leave during the pendency of the grievance process in this Policy.

Section 10: Recordkeeping: Jacksonville University will maintain all of the documentation related to reports of Sexual Harassment, Formal Complaints, the grievance process, and information resolution process for seven years in accordance with state and federal records laws and requirements. The documentation of all records is private and confidential to the extent possible under law. Student records of the grievance process are disciplinary records under Family Education Rights and Privacy Act (FERPA). Employee records of the grievance process are subject to the Freedom of Information Act (FOIA) and applicable state laws, and included in the employee’s official employment record.

Section 11: Additional Conduct Violations Related to This Policy: Alleged violations of the terms in this section will be sent to the Dean of Students and/or the Human Resources Office for investigation and adjudication under the Jacksonville University Code of Conduct or Employee Handbook.

- a. **Retaliation**
- b. **False Information**
- c. **Interference with Grievance Process**
- d. **No Contact Directive Violations**

Section 12: Other Related Policies and Procedures

- [University Policies](#)
- [Residential Life Policies](#)
- [Employee Handbook](#)

Section 12: Modification and Review of the Policy. Jacksonville University reserves the right to modify this Policy to take into account applicable legal requirements. Jacksonville University will regularly review this Policy to determine whether modifications should be made.

APPENDIX A: Florida Laws

Domestic Violence and Dating Violence

741.28 “Domestic violence” means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

784.046(d): “Dating violence” means violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

1. A dating relationship must have existed within the past 6 months;
2. The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
3. The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

Rape and Statutory Rape are classified under Sexual Battery in Florida

784.046(c): “Sexual violence” means any one incident of:

1. Sexual battery, as defined in chapter 794;
2. A lewd or lascivious act, as defined in chapter 800, committed upon or in the presence of a person younger than 16 years of age;
3. Luring or enticing a child, as described in chapter 787;
4. Sexual performance by a child, as described in chapter 827; or
5. Any other forcible felony wherein a sexual act is committed or attempted,

794.011(1)(h) “Sexual battery” means oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object; however, sexual battery does not include an act done for a bona fide medical purpose.

794.011 (2)(a) A person 18 years of age or older who commits sexual battery upon, or in an attempt to commit sexual battery injures the sexual organs of, a person less than 12 years of age commits a capital felony, punishable as provided in ss. 775.082 and 921.141.

(b) A person less than 18 years of age who commits sexual battery upon, or in an attempt to commit sexual battery injures the sexual organs of, a person less than 12 years of age commits a life felony, punishable as provided in s. 775.082, s. 775.083, s. 775.084, or s. 794.0115.

(3) A person who commits sexual battery upon a person 12 years of age or older, without that person's consent, and in the process thereof uses or threatens to use a deadly weapon or uses actual physical force likely to cause serious personal injury commits a life felony, punishable as provided in s. [775.082](#), s. [775.083](#), s. [775.084](#), or s. [794.0115](#).

(4)(a) A person 18 years of age or older who commits sexual battery upon a person 12 years of age or older but younger than 18 years of age without that person's consent, under any of the circumstances listed in paragraph (e), commits a felony of the first degree, punishable by a term of years not exceeding life or as provided in s. [775.082](#), s. [775.083](#), s. [775.084](#), or s. [794.0115](#).

(b) A person 18 years of age or older who commits sexual battery upon a person 18 years of age or older without that person's consent, under any of the circumstances listed in paragraph (e), commits a felony of the first degree, punishable as provided in s. [775.082](#), s. [775.083](#), s. [775.084](#), or s. [794.0115](#).

(c) A person younger than 18 years of age who commits sexual battery upon a person 12 years of age or older without that person's consent, under any of the circumstances listed in paragraph (e), commits a felony of the first degree, punishable as provided in s. [775.082](#), s. [775.083](#), s. [775.084](#), or s. [794.0115](#).

Stalking

784.048(2) Stalking: A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking

784.048 (3) Aggravated Stalking: A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person and makes a credible threat to that person commits the offense of aggravated stalking

784.048(1)(a): "Harass" means to engage in a course of conduct directed at a specific person which causes substantial emotional distress to that person and serves no legitimate purpose.

784.048(1)(d) "Cyberstalk" means:

1. To engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person; or

2. To access, or attempt to access, the online accounts or Internet-connected home electronic systems of another person without that person's permission, causing substantial emotional distress to that person and serving no legitimate purpose.

826.04 Incest

Whoever knowingly marries or has sexual intercourse with a person to whom he or she is related by lineal consanguinity, or a brother, sister, uncle, aunt, nephew, or niece, commits incest, which constitutes a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#). "Sexual intercourse" is the penetration of the female sex organ by the male sex organ, however slight; emission of semen is not required.

NON-TITLE IX SEXUAL MISCONDUCT

Alleged Conduct will be evaluated by the Office of the People & Culture or designee to determine whether it will be investigated under the Employee Handbook if it is determined prior to a Formal Complaint or after the dismissal of a Formal Complaint, that the Respondent is a student or employee of Jacksonville University and the alleged conduct meets one or more of the following:

1. The alleged conduct does not fall within the definition of Sexual Harassment as defined in the Title IX Policy,
2. The alleged conduct, if proved, would constitute a violation of Sexual Harassment as defined in the Title IX Policy and did not occur in the Education Program or Activity of Jacksonville University but would have a substantial impact on Jacksonville University,
3. The alleged conduct if proved, would violate the definition of Sexual Harassment as defined in the Title IX Policy and did not occur in the U.S.,
4. The Complainant is not participating in or attempting to participate in Jacksonville University's Education Program or Activity,
5. The alleged conduct, if proved would constitute any of the following:
 - Sexual Exploitation. Sexual exploitation is defined as: When an individual takes non-consensual or abusive sexual advantage of another, for their own benefit; or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to:
 - Prostituting another person (i.e. personally gaining money, privilege, or power from the sexual activities of another person)
 - Non-consensual video, photography, audiotaping, or any other form of recording, of sexual activity;
 - Allowing others to observe a personal act of consensual sex without knowledge or consent of the partner;
 - Engaging in voyeurism (being a "peeping tom")
 - Knowingly or recklessly transmitting an STD or HIV to another person;
 - Non-Title IX Sex or Gender Based Harassment.

SEXUAL ABUSE POLICY AND PROCEDURES

Jacksonville University will not tolerate and will seek to eradicate any behavior by its employees and students which constitutes Sexual Abuse. "Sexual Abuse" means any actual or attempted criminal sexual conduct of a person by another person, or persons acting in concert, regardless if criminal charges or proceedings are brought, which causes physical and/or mental injuries. Sexual Abuse does not include "Sexual Harassment".

REPORTING PROCEDURES

All employees are required to report any known or suspected incidents of sexual abuse to the Sexual Harassment Officer who will handle further proceedings in accordance with state law and report as needed to the appropriate University administrator. *See Jacksonville University Policy and Procedures Regarding Sexual Harassment. This policy can be found in both the Student and Employee Handbook or obtained in the Office of Human Resources.*

Each year, students shall be advised of the contents of this Sexual Abuse Policy and Procedures and be instructed to report any incident of known or suspected sexual abuse.

INVESTIGATION & CONFIDENTIALITY

All formal complaints will be given a full, impartial and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties, confidentiality cannot be guaranteed.

DISCIPLINE

Any employee or student who is determined, after an investigation, to have engaged in sexual abuse in violation of this policy will be subject to disciplinary action up to and including termination and or expulsion.

False accusations regarding sexual abuse will not be tolerated, and any person knowingly making a false accusation will likewise be subject to disciplinary action up to and including termination, with regard to employees and expulsion with regard to students.

Jacksonville University will discipline any individual who retaliates against any person who reports alleged sexual abuse or who retaliates against any person who testifies assists or participates in an investigation, a proceeding or a hearing relating to sexual abuse complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

SEXUAL ABUSE INCIDENT REPORTING AND FOLLOW-UP

Any case of known or suspected sexual abuse will be reported immediately in compliance with the state law reporting requirements to a police officer or the State's Attorney's Office.

CHILD ABUSE, ABANDONMENT, OR NEGLECT POLICY AND PROCEDURES

The Florida Legislature enacted a new statute that indicates school officials have a mandatory obligation to report child abuse, abandonment, or neglect as defined in Section 39.01, Florida Statutes. This means that any faculty member, staff employee or administrator at Jacksonville University who knows about child abuse on campus or during a University sponsored event or function is required to immediately report such abuse to the hotline established by the State of Florida. This requirement includes minors coming onto the University's campus for any reason, including summer camps, athletic events and recruiting events. It also includes abuse of minors off campus if the abuse is part of a University program or event.

REPORTING PROCEDURES

Employees are advised of the contents of this Child Abuse, Abandonment, or Neglect Policy and Procedures and are required to report any known or suspected incidents of child abuse, abandonment, or neglect to the Florida Abuse Hotline at (800) 962-2873 or TDD (800) 453-5145.

INVESTIGATION & CONFIDENTIALITY

All reported incidents will be given a full, impartial and timely investigation by the appropriate officials. During such investigation, while every effort will be made to protect the privacy rights of all parties, confidentiality cannot be guaranteed.

DISCIPLINE

Any employee that knowingly and willfully fail to report known suspected child abuse, abandonment, or neglect committed on the property of Jacksonville University or during an event or function sponsored by the University, or that knowingly and willfully prevent another person from doing so, is subject to disciplinary action up to and including termination and fines imposed by state statute.

False accusations regarding child abuse, abandonment or neglect will not be tolerated, and any person knowingly making a false accusation will likewise be subject to disciplinary action up to and including termination, with regard to employees and expulsion with regard to students. In addition, a person who knowingly and willfully makes a false report of child abuse, abandonment, or neglect, or who advises another to make a false report, is guilty of a felony of the third degree. Any person who makes a report in good faith is immune from civil or criminal liability under Section 39.203, Florida Statutes.

Jacksonville University prohibits retaliation against any individual because of a good faith report of child abuse, abandonment, or neglect. Any individual who retaliates against any person who reports alleged child abuse, abandonment, or neglect; or, any individual who retaliates against any person who testifies assists or participates in an investigation, a proceeding or a hearing relating to a child abuse complaint will be subject to discipline. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

CHILD ABUSE INCIDENT REPORTING

Any case of known or suspected child abuse, abandonment, or neglect will be reported immediately in compliance with the state law reporting requirements indicated above. In addition to reporting any incidents to the State of Florida Hotline, please immediately contact JU Campus Security at (904) 256-7585.

Any employee involved in a reported incident of sexual abuse may be immediately relieved of responsibilities that involve interaction with students or may be suspended, as determined by Jacksonville University. The reinstatement of an employee involved in a reported incident of sexual abuse shall occur only after all allegations of sexual abuse have been cleared by Jacksonville University.

SMOKING POLICY

In compliance with the Florida Clean Indoor Air Act and to provide a healthful working environment, the University has designated all “public places” in University academic and administrative buildings as “Smoke Free.” Employees are prohibited from smoking in all University buildings. The University has designated smoking areas and anyone choosing to smoke must use those designated areas.

SOLICITATION POLICY

The University views solicitation as falling into two distinct categories. The first is solicitation by or on behalf of recognized local and national charitable organizations. The University encourages its employees to participate in national and local charitable and civic organizations. Examples of the types of organizations that fall into this category include the United Way, the American Cancer Society, and the Heart Fund. However, employees are not permitted to solicit for, or distribute materials on behalf of, any organization or individual during the employee’s working time or the working time of an employee being solicited without the permission of the Department Manager and the Office of Human Resources.

The second is solicitation of a business nature by outside interests unrelated to a national or local charitable organization. The University prohibits any individual or employee from soliciting on behalf of any business enterprise or any other organization which is not a recognized charity or organization offering educational opportunities to our employees for job improvement or a professional association related to the employee’s job or profession.

TELEPHONE CALLS

We ask that employees limit personal calls during business hours. If the telephone is used for personal calls please limit their frequency. Please remember that excessive or unauthorized use of University telephones for other than University business can be cause for disciplinary action.

ELECTRONIC MAIL

Electronic mail (e-mail) is for University purposes only. Consequently, the University reserves the right to access e-mail for business and operational reasons, as it deems necessary. Employees should not expect privacy for e-mail, and must keep the University advised of all passwords necessary for access. In addition, employees in deciding whether to use the e-mail for sensitive University business should be aware that e-mail may be seen:

- 1) by the staff of the Office of Information Technology when addressing errors have been made, or as part of the routine maintenance of the system; and
- 2) by unknown others when using BITNET and the Internet as these systems cannot guarantee privacy.

SOCIAL MEDIA POLICY

Purpose:

The purpose of this policy is to provide guidance for employees choosing to use social media to communicate, collaborate, and interact with students, faculty, staff, stakeholders, and the general public on matters concerning or impacting Jacksonville University.

Scope:

This policy applies to Jacksonville University employees — representing JU or its programs in an official capacity — who create or contribute to blogs, wikis, social networks or any other kind of social media (both on and off JU.edu). These guidelines also apply to other people (such as volunteers and appointees) who use internally managed university computing resources. This policy applies to all forms of social media, including, for example, Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, Tik Tok, blogs, online comments, etc. This policy may apply to employees outside of work hours and while using personal accounts when use of social media affects an individual's professional responsibilities, violates an applicable law, or constitutes a violation of JU regulation or policy. Your online persona, and the content you publish, should be consistent with the Jacksonville University's values, brand guidelines, social media guidelines, policies and professional standards.

Policy Statement:

Jacksonville University is committed to the highest standards of freedom of speech and expression. Jacksonville University recognizes the vital role that social media can play in both expressing free speech and also in communicating, collaborating, and interacting with students, faculty, staff, non- Jacksonville University colleagues, and the general public.

This policy intends to protect the appropriate use of social media, while prohibiting conduct through social media that may be unlawful, violative of professional standards, contrary to the University mission, policies, and its culture of respect for all individuals.

Procedures:

During working hours, Jacksonville University employees may not spend more than minimal work time on personal activities, including the use of social media. Use during breaks and meal period is permitted. In some cases, supervisors may authorize use of personal social media sites and accounts that further university interests.

1. Public communications concerning Jacksonville University, faculty, staff and all employees of the University and any other affiliates of Jacksonville University must follow University policies. Accordingly, employee complaints regarding alleged discrimination, unlawful harassment, or safety issues should be made consistent with the complaint procedures in the employee handbook.
2. Social media communications are individual interactions, not organizational communications, unless managing a University's sponsored site in an official capacity. Employees can be held personally liable for their posts. For this reason, employees should use common sense and exercise caution with regards to exaggeration, obscenity, guesswork, copyrighted materials, legal conclusions and derogatory remarks or characterizations.
3. If you discuss work-related matters online that are within your job responsibility, you must disclose your affiliation with the University.
4. You may not disclose any sensitive, proprietary, confidential, legal or financial information about the University or individuals affiliated with the University. You may not disclose information protected under FERPA, HIPAA, or other laws or regulations.

5. While you may respectfully disagree with the University actions, policies or leadership decisions, you may not attack personally or post material that is obscene, defamatory, discriminatory, harassing, libelous or threatening with regard to the University, employees of the University or any affiliates of the University.

6. All Jacksonville University social media accounts must be registered with University Communications and follow Jacksonville University brand guidelines. Please consult with University Communications if you have any questions about the appropriateness of publishing information relating to the University, its faculty, staff or any affiliates.

SECTION E

PERFORMANCE APPRAISAL AND SALARY ADMINISTRATION PROGRAM

It is the policy of Jacksonville University to enhance motivation and communication through a written evaluation of employee performance for each Regular Full and Part-time employee on a no less than annual basis. Salary advancements are based primarily on merit, as recommended by the findings of the performance review. Normally, merit increases become effective in January of each year, provided the employee has been employed for a minimum of 90 days as of January 1. Salary increases are not automatic and are contingent upon performance and the availability of University funds.

Most people have a natural curiosity about how they are paid, why they are paid at a particular salary range, and how their work performance relates to their pay.

At the University, you have a Salary Administration and Performance Appraisal Program that works to:

- Pay what a job is worth.
- Explain how salaries are determined.
- Recognize and reward individual effort and job-related performance.

Through our Salary Administration Program, we can measure each job, give it a value and compare that value with the values assigned to other jobs within our organization. This process helps us determine a ranking order for all jobs and assists us in determining the range of pay opportunity we want to make available for each position.

Because so many organizations use the same job evaluation system we use, we can compare our pay policy (the pay opportunity we make available to you) with the way other organizations pay their employees. We do this to make certain that we maintain competitive salaries.

The Performance Appraisal Program is designed to review your performance, provide guidance and direction for personal development within the University and to ensure a fair basis for awarding pay increases based on merit.

As you read about the Programs, remember that your salary is only a part of your total compensation, which also includes your benefits. Your benefit options include Group Life Insurance, Accidental Death and Dismemberment, Group Health Care, Sick Pay, Long Term Disability Insurance, Retirement, Vacation, Holidays, Workers Compensation, and a Tuition Benefit Plan.

OBJECTIVES OF THE SALARY ADMINISTRATION AND PERFORMANCE APPRAISAL PROGRAM

In line with our pay for performance philosophy, we designed our salary program to meet certain key objectives:

Internally Equitable

Our program provides a salary range for each job that fairly reflects the value of the job and relates that to every other job in the organization.

Externally Competitive

In order to continue to attract and keep the most qualified people available, our pay practice (the way we pay salaries) is frequently compared with the pay programs of other organizations like ours. We do this to make sure our Salary Administration Program remains competitive.

Personally Motivating

The program provides opportunities to recognize and reward individuals through salary increases.

Continuing and Flexible

As jobs change or new jobs develop, the program is adjusted so that all jobs continue to be paid on a fair and equitable basis. Salary ranges are adjusted periodically to account for changes in jobs and changes in the competitive job market.

Meeting Equal Opportunity Goal

The program helps us to ensure that employees are hired, evaluated, promoted and paid solely on their job qualifications and job performance.

HOW THE SALARY ADMINISTRATION PROGRAM WORKS

The Salary Administration Program meets its objectives of providing internally fair ranking of jobs, based on a systematic evaluation of job content, and an externally competitive rate of pay by:

- Documenting each position and its function at the University.
- Evaluating each position.
- Comparing all positions internally.
- Comparing the University's pay practices with competitors.
- Assigning salary ranges to each position.

POSITION DESCRIPTIONS

The starting point for the salary program is obtaining a clear understanding of what each job is expected to accomplish. We do this by developing a written description of each job.

The job description lists the qualification (preparation, experience and the like) required to obtain the job, as well as the responsibilities involved in its performance (what the employee is expected to do). Each job is expected to accomplish some end result. The job description provides a record of the most important facts about the job.

Because of their importance, job descriptions are updated as needed. In this way, you can be sure that the description, as well as the evaluation and salary range developed from it, are current and accurately reflect the worth of your job.

Once the position descriptions are written, we are ready to evaluate our jobs based upon:

- The value of each job
- The relationship of one job to another

It is important to remember that, in this stage of the program, no attempt is made to evaluate the person in the position or that person's performance. The University considers only the job itself, as defined by its description.

Of course, we recognize that not all jobs are the same. For example, an Administrative Associate and a Data Entry Clerk have different job requirements that call for different types of individualized training and experience.

In order to ensure a competitive level of pay for each job, the University looks to the marketplace. By looking at the marketplace, the University finds out what other similar organizations are paying for similar jobs. This external evaluation is achieved by participating in a variety of salary surveys. The salary survey information is used annually to establish our pay policy. We test this data against other similar organizations to further ensure that the University's pay policy remains competitive.

Salary survey results also help the University identify and analyze trends and changes in the job market. This allows us to determine adjustments in salary ranges which might be needed to maintain a competitive market position.

ASSIGNING SALARY RANGES

After jobs are evaluated, and the University's desired competitive position in the marketplace is determined, each job is assigned to a salary range that reflects the job's overall value to the University. Each job type thus has its own individual salary range.

Each salary range has a minimum and a maximum pay amount established around a midpoint.

Sample Job Salary Range

Minimum	Midpoint	Maximum
\$18,150	\$22,688	\$27,225

For Example: If the midpoint of a range is \$22,688 the minimum is \$18,150 and the maximum is \$27,225.

A newly hired employee is typically brought in at the minimum of the salary range.

New employees being paid at the entering level of their salary ranges then have an opportunity to increase their salary to the midpoint or maximum over a period of time. Thus, the salary range provides sufficient room for merit increases based on differences in individual performance.

Salary ranges are reviewed annually. They are adjusted as needed to reflect changes in the marketplace. These adjustments aim to reflect a composite of changes ranging from the rate of inflation to the present financial condition of the University. All employees are reminded that all individual salary matters are confidential and as such should not be discussed with anyone other than their supervisor or the Office of Human Resources. Discussion of confidential salary information will be cause for disciplinary action.

PROMOTIONS, DEMOTIONS, AND LATERAL JOB CHANGES

Promotion

A promotion is the reclassification of an employee upward into a higher grade position. The amount of the salary increase will be based upon the greater of:

1. The amount required to bring the employee up to the new minimum or;
2. The promotional percentage chart below

First, we look at the employee's current salary in relation to the new salary midpoint. For example: An employee is being promoted as follows:

	Minimum	Midpoint	Maximum
Current Salary Range	\$18,150	\$22,688	\$27,225
New Salary Range	\$24,158	\$30,198	\$36,237

The employee's current salary is \$24,000. We calculate the compa-ratio by dividing the current salary by the midpoint of the new salary range (\$24,000 divided by \$30,198). This means that the current salary is 79% of the new salary midpoint. The following guideline is used for promotional increases.

Compa-Ratio % to the New Grade Midpoint	Promotional Increase
70 % & Under	12 %
71 - 79 %	10 %
80 - 89 %	8 %
90 - 99 %	6 %
100 - 109 %	4 %
110 % & above	2 %

In the above example, this employee would receive a 10% promotional increase, which would bring the new salary to \$26,400. In no event will a promotional increase provide a salary increase which will exceed the maximum of the new salary range.

If an employee's current salary is below the new salary minimum the employee would receive the greater of the amount required to bring the individual to the minimum or the amount provided by the promotional chart.

Promotional salary increases, if any, will be effective at the beginning of the next pay period.

Demotion

A demotion is the reclassification of an employee into a lower grade position. The salary of the demoted employee will be examined in relation to the salary range of the new position. If the salary exceeds the maximum of the new position, the individual's pay will be reduced to bring the individual to the maximum of the new salary grade. In other cases where the employee's rate of pay does not exceed the maximum of the new grade the employee's current salary will be reduced so that the compa-ratio is held constant.

Example:

First, we look at the employee's current salary in relation to the new salary midpoint. For example, an employee is being demoted as follows:

	Minimum	Midpoint	Maximum
Current Salary Range	\$ 24,158	\$ 30,198	\$ 36,237
New Salary Range	\$ 18,150	\$ 22,688	\$ 27,225

The employee's current salary is \$25,000. We calculate the compa-ratio by dividing the current salary by the midpoint of the current salary range (\$25,000 divided by \$30,198). The compa-ratio is 83%. To hold the compa-ratio constant we multiply the midpoint of the new position by the 83% (\$22,688 X 83%). This means the new salary will be \$18,331.

The salary decrease as a result of a demotion is effective at the beginning of the next pay period.

Lateral

A lateral change is an employee moving to a new position which has an identical salary grade as the prior position. In this event there are no adjustments made to the salary (i.e. upward or downward) at the time of the job classification.

HOW THE PERFORMANCE APPRAISAL PROGRAM WORKS

Jacksonville University's Performance Appraisal Program provides a rational basis for assessing individual performance, rewarding achievement, and motivating individual effort. One of the best ways for the University to show it values your contribution is to reward you with an equitable salary and salary increase opportunities. Evaluations are completed at least annually. A new employee or newly promoted employee will be evaluated at the end of the introductory period as well as annually.

Since the University believes in pay for performance, the program means that the University does not grant across the board or automatic annual salary increases. Your compensation is earned through your record of performance on the job.

PERFORMANCE RATINGS

As part of the Program, your performance is rated within one of the five following categories:

- **Far Exceeds All Goals and Expectations**
A rare rating given to those few individuals whose performance is obvious to all who are familiar with the position requirements.
- **Often Exceeds All Goals and Expectations**
Performance is clearly above what is normally expected.
- **Meets All Goals and Expectations**
Employee consistently fulfills all goals and expectations.
- **Meets Most Goals and Expectations**
However, improvement is needed to meet all goals and expectations of the position
- **Does Not Meet Goals and Expectations**
This level of performance is unacceptable. Termination will result if improvement is not made before a specific date.

Responsibility for conducting the performance review is lodged with supervisors.

Some employees may achieve a higher level of success in meeting job standards than others.

It is expected that all employees will be rated fairly based upon their performance, attendance and cooperation; however, annual performance evaluations with a rating of Far Exceeds must be discussed and approved by the senior officer of the specific area before the evaluation conference is held with the employee.

Any employee rated as Does Not Meet on their annual review will be terminated. Under special circumstances approval may be given to extend employment for a brief period to allow the employee time to meet all the expectations of the position. In such cases, significant improvement must be immediately noted or the employee will be terminated at the end of the time period provided by the supervisor. The University does not wish to tolerate poor performers.

DETERMINING YOUR SALARY INCREASE

The Performance Review Program recognizes that different people perform at different levels in the same job. The Program rewards the good performer both now and in the long run.

You and your supervisor should discuss your performance at least once a year. Newly hired employees may be reviewed more frequently during the first year of employment to provide greater understanding of what is expected of them.

The purpose of the performance review is to focus on your job performance how you are doing and what you can do to perform even better. While your supervisor will assign a performance rating based on your performance, there will be no salary increase at the time of the performance review.

If you are promoted, a performance review will be conducted as a part of the promotion review, and a promotional salary increase will be granted if warranted at the time of the promotion . Promotions do not affect or change your regular annual performance review date.

The performance rating you receive depends on how well you meet the requirements of your job. It is your supervisor's responsibility to communicate to you what these requirements are.

The size of any salary increase you may receive following your annual review will be determined by your performance rating and availability of University funds.

The range for each job may be adjusted on a regular basis to account for inflation and other factors so that as your range moves up, your pay opportunity increases as well.

Remember, a top performance rating does not mean that you automatically go to the top of the range. What it does mean is that you will receive a bigger percentage increase in pay than a less competent performer will receive.

If you continue to turn in an outstanding performance year after year you may eventually move up to the maximum, provided you are not promoted in the meantime. On the other hand, a poor performer will nearly always be below the midpoint in the salary range.

EFFECTIVE DATE OF APPROVED INCREASES

Increases resulting from the annual performance evaluation for both non-exempt and exempt employees are effective September 1, provided the employee has been employed a minimum of 90 days as of September 1. Salary increases are not automatic and are contingent upon performance and the availability of University funds.

SECTION F

ACTIVITIES, FACILITIES AND SERVICES

BASKETBALL TICKETS

All employees are eligible to receive free general admission tickets to basketball games for themselves and their dependents who presently reside in their household. An employee who wishes to upgrade to reserved seating may do so by paying an additional fee. Additional information can be obtained by calling the Athletic Office.

BOOKSTORE

University employees receive a 20% discount for department charges and a 25% discount on gifts, clothes, and most other merchandise sold in the Bookstore. Please show employee I.D. card at the time of purchase.

CREDIT UNION

University employees are eligible for membership in the Community First Credit Union. The credit union offers various financial services. Additional information may be obtained by contacting the Community First Credit Union directly.

EMPLOYEE IDENTIFICATION CARDS

Employee I.D. cards are issued without charge to all employees. These cards should be carried as a convenience to both the employee and to University personnel when utilizing the card for benefit purposes. The card may be used, for example, to make purchases at the Bookstore, to borrow books from the library and to be admitted to certain University functions. Authorization for I.D. cards must be issued by the Office of Human Resources. Please note that cards must not be used by anyone other than the person to whom issued. All I.D. cards, including those issued to family members, must be returned when employment terminates.

FLORIDA TOURIST ATTRACTIONS

All employees are eligible for discount cards for many of Florida's main tourist attractions including: Disney World, Busch Gardens, Sea World, Silver Springs, Wild Waters, Weeki Wachee, and Cypress Gardens. In addition, the University offers discount cards at some of Florida's finest hotel facilities. Discount cards are available in the Office of Human Resources.

LIBRARY PRIVILEGES

All employees have full use of the Swisher Library facilities. Further information regarding the services available can be obtained by seeing a staff member at the Circulation Desk.

PARKING/VEHICLE REGISTRATION

To legally park on campus, all employees must register their vehicles with Campus Safety and Security. Free parking is available for all employees in designated areas. Parking decals may be obtained Monday-Friday, 8:30 a.m. to 5 p.m. from Campus Security. Decals must be renewed periodically as required. All employees are expected to obey all campus traffic and parking regulations. Please refer to the Parking and Traffic Regulations brochure for current policies and information.

UNIVERSITY RECREATIONAL FACILITIES

University recreational facilities are available to employees and their eligible dependents. These facilities include: pool, nine-hole golf course, outdoor racquetball courts, and tennis courts. Please show employee I.D. card when utilizing such facilities.

UNIVERSITY-SPONSORED EVENTS

The University sponsors certain special events such as plays, lectures, concerts, etc. Free attendance is offered to employees. The department which sponsors these events will publish announcements concerning the availability of tickets for such events.

SECTION G

EMPLOYEE RECOGNITION PROGRAMS

The Jacksonville University Employee Recognition program was created to recognize excellence in the areas of quality service, process improvement, and teamwork and to acknowledge longstanding commitment to the University. The program comprises several aspects including JU Employee of the Month Program, Service Awards, Dolphin Cheer and Ideas Programs.

EMPLOYEE OF THE MONTH PROGRAM

All full or part-time staff/administrative employees working for Jacksonville University (including those individuals in Food Services and Physical Plant). Any employee or student of the University can make nominations by completing an Employee of the Month Nomination form. Nominations must be submitted by the 20th of a month for award consideration for the following month. An individual can win the award once in any calendar year. Recipients will receive the following recognition: a \$50.00 cash award, designated parking space for the month, certificate signed by the President, an extra day off, and recognition at the University-wide Fall cookout. Employee of the Month criteria:

- Exhibited commitment to service and to serving the Jacksonville University community
- Sustained high level of productivity and consistent quality of work
- Demonstrated high degree of initiative in the performance of responsibilities
- Displayed exceptional dependability
- Maintains, demonstrates and exhibits effective relationships with others

If someone you know portrays these kinds of qualities or has done something above and beyond normal duties, nominate them for the Employee of the Month Award.

SERVICE AWARDS

All full-time and part-time staff/administrative employees will receive recognition for continuous service to the University at five-year increments. Individuals can select award material from a service award vendor, which has a variety of awards from which to select. The value of the award increases with the years of completed service. The selection will be made approximately six weeks prior to the date of the Fall cookout and Employee Recognition Day. These individuals will receive recognition in JU Today as well as at the University-wide Fall cookout.

DOLPHIN CHEER

Know or work with a JU employee who deserves some credit? JU's Dolphin Cheer website allows you to send them an electronic "Thank You" or "Congratulations" card to acknowledge the excellent work they have done. After you enter their name and e-mail address, you can select an appropriate card and message.

IDEAS PROGRAM

Jacksonville University recognizes that its employees play a significant role in determining the success of the University. They understand best the day-to-day work of the University and are in a good position to offer suggestions that might lead to improvements in institutional quality, operations, and/or services. Therefore the University encourages its employees to submit their IDEAS and suggestions for consideration. All full-time staff/administrative employees who submit a significant suggestion, which is adopted, to the President's Ideas Program will receive recognition. The Superior Ideas Awards will be recognized at the University-wide Spring cookout. Ideas, which fall in to the following, are eligible for consideration:

- Significantly improve current methods, procedures, or systems
- Significantly improve public relations, employee relations, or student service
- Significantly increase productivity or efficiency
- Significantly reduce or eliminate cost, time, space, materials or supplies
- Significantly improve working conditions with respect to safety, health, or sanitation
- Significantly improve internal or external communication
- Significantly improve environmental and energy savings

Employees must complete the IDEAS Program form providing a detailed description of the current situation, a description of the IDEA, and how it would benefit the University. Submission of IDEAS by a group is also encouraged. IDEAS will be reviewed on a monthly basis. Those employees submitting ideas, which are implemented by the University, will be considered for recognition.