

ADM 401 Written Information Security Policy (WISP)

Statement of Policy

The objective of McPherson College ("The College") in the development and implementation of this comprehensive written information security policy ("WISP"), is to create effective administrative, technical and physical safeguards for the protection of personally identifiable information (PII) of customers, clients and employees as well as sensitive college information that could be harmful if unauthorized access were to occur. The WISP sets forth a procedure for evaluating and addressing electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting PII and sensitive college information.

The use of the term employees will include all of The College's owners, managers, employees, all independent contractors and temporary employees.

Purpose of Policy

The purpose of the WISP is to better:

- 1) Ensure the security and confidentiality of personally identifiable information (PII) of customers, clients, employees or vendors as well as sensitive college data which includes emails, confidential college information (i.e. college expansion plans, manufacturing processes, highly secretive information, etc.), employee information and the like.;
- 2) Protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft, fraud or harm to The College.

Scope of Policy

In formulating and implementing the WISP, The College has addressed and incorporated the following protocols:

- 1) Identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII and sensitive college data.
- 2) Assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of the PII and sensitive college data.
- 3) Evaluated the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risk.
- 4) Designed and implemented a WISP that puts safeguards in place to minimize identified risks.
- 5) Implemented regular monitoring of the effectiveness of those safeguards.

Security Safeguards

The following safeguards are effective immediately. The goal of implementing these safeguards are to protect against risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII or sensitive college data.

Administrative Safeguards

- 1) Security Officer – The College has a designated security officer to implement, supervise and maintain the WISP. This designated employee (the “Security Officer”) will be responsible for the following and will report to the Director of Endowment and Special Projects or the VP for Finance.
 - (a) Implementation of the WISP including all provisions outlined in Security Safeguards.
 - (b) Training of all employees that may have access to PII and sensitive college data. Employees should receive annual training and new employees should be trained as part of the new employee hire process.
 - (c) Regular monitoring of the WISP’s safeguards and ensuring that employees are complying with the appropriate safeguards.
 - (d) Evaluating the ability of any Third Party Service Providers to implement and maintain appropriate security measures for the PII and sensitive college data to which The

College has permitted access, and requiring Third Party Service Providers, by contract, to implement and maintain appropriate security measures.

(e) Reviewing all security measures at least annually, or whenever there is a material change in The College's business practices that may put PII and sensitive college data at risk.

(f) Investigating, reviewing and responding to all security incidents or suspected security incidents.

(g) Provide a report to the board of trustees at least annually.

2) Security Management – All security measures will be reviewed at least annually, or whenever there is a material change in The College's business practices that may put PII or sensitive college data at risk. This should include performing a security risk assessment, documenting the results and implementing the recommendations of the security risk assessment to better protect PII and sensitive college data. This includes reviewing and updating the listings of MC E-Commerce Website Inventory, MC Service Provider Inventory (including the MC Service Provider procedures), MC PCI Credit Card Machine Inventory (including the MC PCI Credit Card Machine procedures) and reviewing the Secure Trust Portal Profile. The Security Officer will be responsible for this review and will communicate to management the results of that review and any recommendations for improved security arising out of that review.

3) Minimal Data Collection – The College will only collect PII of clients, customers or employees that is necessary to accomplish legitimate business transactions or to comply with any and all federal, state or local regulations. (See Appendix B – Protected or Confidential Data)

4) Information Access – Access to records containing PII and/or sensitive college data shall be limited to those persons whose job functions requires a legitimate need to access the records. Access to the records will only be for a legitimate job-related purpose. In addition, pre-employment screening should take place to protect PII and sensitive

college data.

5) Employee Termination – Terminated employees must return all records containing PII and sensitive college data, in any form, that may be in the former employee's possession (including all information stored on laptops or other portable devices or media, and in files, records, work papers, etc.). A terminated employee's physical and electronic access to PII and sensitive college data must be immediately blocked. A terminated employee shall be required to surrender all keys, IDs or access codes or badges, business cards, and the like, that permit access to The College's premises or information. A terminated employee's remote electronic access to PII and sensitive college data must be disabled; his/her voicemail access, e-mail access, internet access, and passwords must be invalidated. See Security Policy #2 – Termination Policy.

6) Security Training – All employees, which includes all owners, managers, employees, all independent contractors and temporary employees that may have access to PII and sensitive college data, will receive security training . Employees should receive at least annual training and new employees should be trained as part of the new employee hire process. Employees should be required to show their knowledge of the information and be required to pass an exam that demonstrates their knowledge. Documentation of employee training should be kept and reviewed.

7) WISP Distribution – A copy of the WISP is to be distributed to each current employee and to each new employee on the beginning date of their employment. It shall be the employee's responsibility for acknowledging in writing or electronically, that he/she has received a copy of the WISP and will abide by its provisions. See Security Policy #1 – Written Information Security Policy (WISP) Appendix A – WISP Employee Acknowledgement Form.

8) Contingency Planning – All systems that store PII and/or sensitive college data should have the data backed up on, at least, a daily basis. Data should be encrypted and be stored offsite. Disaster Recovery mechanisms and documented

procedures should be in place to restore access to PII and sensitive college data as well as any operational systems that The College relies on. A system criticality assessment should be performed that defines how critical each of The College's systems are. Systems that are critical to operations should be restored before non-critical systems. On a periodic basis, data backups, data restoration and Disaster Recovery procedures should be tested and validated.

9) Security Incident Procedures – Employees are required to report suspicious or unauthorized use of PII and/or sensitive college data to a supervisor or the Security Officer. Whenever there is an incident that requires notification pursuant to any insurance requirements or federal or state regulations, the Security Officer will conduct a mandatory post-incident review of the events and actions taken in order to determine how to alter security practices to better safeguard PII and sensitive data. See Security Policy #3- Security Incident Response.

10) Emergency Operations – Procedures should be in place to define how The College will respond to emergencies. Procedures should include employee contact information, critical vendor contact information, important vendor account information as well as any emergency operating procedures. See Security Policy #3 – Security Incident Response and MC Security Program and Incident Response Checklist.

11) Data Sensitivity Classification – All data that The College stores or accesses should be categorized in terms of the sensitive nature of the information. For example, PII and sensitive college data might have a very high sensitivity and should be highly protected. Whereas publicly accessible information might have a low sensitivity and requires minimal protection.

12) Third Party Service Providers – Any service provider or individual (“Third Party Service Provider”) that receives, stores, maintains, processes, or otherwise is permitted access to any file containing PII and/or sensitive college data shall be required to protect PII and sensitive college data. The

Third Party Service Providers must sign service agreements that contractually hold them responsible for protecting the College's data as required by GLBA and any other Federal and State regulations. Examples include third parties who provide off-site backup of electronic data; website hosting companies; credit card processing companies; paper record copying or storage providers; IT / Technology Support vendors; contractors or vendors working with customers and having authorized access to PII and/or sensitive college data.

13) Sanctions – All employment contracts, where applicable, should be amended to require all employees to comply with the provisions of the WISP and to prohibit any nonconforming use of PII and/or sensitive college data as defined by the WISP. Disciplinary actions will be taken for violations of security provisions of the WISP (The nature of the disciplinary measures may depend on a number of factors including the nature of the violation and the nature of the PII and/or sensitive college data affected by the violation). See Security Policy #4 – Sanction Policy.

Physical Safeguards

14) Facility Access Controls – The College will implement physical safeguards to protect PII and sensitive college data. There will be physical security on facilities / office buildings to prevent unauthorized access. All systems that access or store PII and/or sensitive college data will be physically locked. Employees will be required to and ensure that PII and/or sensitive college data is properly secured when they are not at their desk. The Security Officer or Director of maintenance will maintain a list of lock combinations, passcodes, keys, etc. and which employees that have access to the facilities and PII and/or sensitive data. Visitors will be restricted from areas that contain PII and/or sensitive college data. See Security Policy #10 – Facility Security Plan.

15) Network Security – The College will implement security safeguards to protect PII and sensitive college data. Safeguards include; isolating systems that access or store PII

and/or sensitive college data, the use of encryption on all portable devices, physical protection on portable devices, ensuring that all systems run up-to-date anti-malware, implementing network firewalls, performing periodic vulnerability scans, capturing and retaining network log files as well as ensuring that servers and critical network equipment are stored in an environmentally safe location. See Security Policy #5 – Network Security

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Technical Safeguards

16) Access Control – Access to PII and sensitive college data shall be restricted to approved active users and active user accounts only. Employees will be assigned unique user accounts and passwords. Systems containing PII and sensitive college data should have automatic logoff procedures to prevent unauthorized access. See Security Policy #6 – Access Control

17) Computer Use – All employees will be given a Computer Use Policy that defines acceptable and unacceptable use of The College’s computing resources. Employees should be required to sign the Computer Use Policy to acknowledge acceptance of the policy. See Security Policy #7 – Computer Use

18) Data Disposal – Written and electronic records containing PII and sensitive college data shall be securely destroyed or deleted at the earliest opportunity consistent with business needs or legal retention requirements. See Security Policy #8 – Equipment Disposal and Security Policy #12–Records Retention and Destruction Policy

19) System Activity Review – All systems that store or access PII and sensitive college data should utilize a mechanism to log and store system activity. Periodic system activity reviews should occur and identify unauthorized access to PII and sensitive college data. Any unauthorized access should be reported to the Data Security Coordinator. See Security Policy #3- Security Incident Response

20) Encryption – To the extent technically feasible all portable devices that contain PII and sensitive college data

should be encrypted to protect the contents. In addition, encryption should be used when sending any PII and sensitive college data across public networks and wireless networks. Public networks include email and Internet access.

Appendix A – WISP Employee Acknowledgement Form

I have read, understand, and agree to comply with the Written Information Security Policy (WISP), rules, and conditions governing the security of PII and sensitive college data. I am aware that violations of the WISP may subject me to disciplinary action and may include termination of my employment.

By signing this Agreement, I agree to comply with its terms and conditions. Failure to read this Agreement is not an excuse for violating it.

Signature

Date

Employee's Supervisor Signature

Date

-test

Sexual Harassment Policy

I. Policy Statement

McPherson College (the "College") is committed to providing a learning, working, and living environment

that promotes personal integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex. The College considers Sexual Harassment in all its forms to be a serious offense. Consistent with the College's Non-Discrimination Notice and the U.S. Department of Education's implementing regulations for Title IX of the Education Amendments of 1972 ("Title IX") (see 34 C.F.R. § 106 et seq.), Sexual Harassment constitutes a violation of this policy, is unacceptable, and will not be tolerated.

Sexual Harassment, whether verbal, physical, visual, digital, or Quid Pro Quo, is a form of prohibited sex discrimination, and Sexual Assault, Domestic Violence, Dating Violence, and Stalking are particularly severe forms of Sexual Harassment. These terms are further defined below.

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

The College will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the College's education programs and activities.

II. **Scope**

This policy applies to Sexual Harassment that occurs

within the College's Education Programs and Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the College community.

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

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the College's Education Programs and Activities, such as a study abroad program. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other College policies and standards if committed by an employee.

III. Title IX Statement

It is the policy of the College to comply with Title IX of the Education Amendments of 1972 and its implementing regulations, which prohibit discrimination based on sex in the College's educational programs and activities. Title IX and its implementing regulations also prohibit retaliation for asserting claims of sex discrimination. The College has designated the following Title IX Coordinator to coordinate its compliance with Title IX

and to receive inquiries regarding Title IX, including complaints of Sexual Harassment:

Title IX Coordinator:

Dan Falk

Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

falkd@mcpherson.edu

The College has also designated the following **Deputy Title IX Coordinator** to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

skillenm@mcpherson.edu

A person may also file a complaint of Sexual Harassment with the United States Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting www2.ed.gov/about/offices/list/ocr/complaintintro.html or by calling 1-800-421-3481.

IV. **Definitions**

- A. "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.
- B. "Quid Pro Quo Sexual Harassment" is an employee of the College conditioning the provision of an aid, benefit, or service of the College on an

individual's participation in unwelcome sexual conduct.

C. "Hostile Environment Sexual Harassment" is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to the College's education programs and activities.

D. "Sexual Assault" includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.[1]

1. "Rape" is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is "carnal knowledge" if there is the slightest penetration of the vagina or penis by the sexual organ of the other person. Attempted Rape is included.

2. "Sodomy" is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

3. "Sexual Assault with an Object" is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An "object"

or “instrument” is anything used by the offender other than the offender’s genitalia.

4. “Fondling” is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

5. “Incest” is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Kansas law.

6. “Statutory Rape” is sexual intercourse with a person who is under the statutory age of consent as defined by Kansas law.

E. “Domestic Violence” is felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Kansas, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of Kansas.

F. “Dating Violence” is violence committed by a person –

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. Where the existence of such a relationship will be determined based on a consideration

of the following factors:

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

- G. "Stalking" is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1. Fear for their safety or the safety of others; or
 2. Suffer substantial emotional distress.
- H. "Consent" refers to words or actions that a reasonable person in the perspective of the Respondent would understand as agreement to engage in the sexual conduct at issue. A person who is Incapacitated is not capable of giving Consent.
- I. "Incapacitated" refers to the state where a person does not appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition or disability, or due to a state of unconsciousness or sleep.
- J. "Retaliation" is intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.
- K. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.
- L. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

- M. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the College investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the College's education programs and activities. A "document filed by a Complainant" means a document or electronic submission (such as an email) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.
- N. "Supportive Measures" are non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to the College's Education Programs and Activities without unreasonably burdening another party, including measures designed to protect the safety of all parties implicated by a report or the College's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the parties implicated by a report.
- O. "Education Programs and Activities" refers to all the operations of the College, including, but not limited to, in-person and online educational

instruction, employment, research activities, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by the College. It also includes off-campus locations, events, or circumstances over which the College exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by the College.

v. Understanding Hostile Environment Sexual Harassment

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

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

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

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

VI. Understanding Consent and Incapacitation

A. Consent

Lack of consent is a critical factor in determining whether sexual violence has occurred. Consent is informed, freely given, and mutually understood. Consent requires an affirmative act or statement by each participant. Consent is not passive. If coercion, intimidation, threats, and/or physical force are used, there is no consent

- If a person is mentally or physically

incapacitated or impaired by alcohol or drugs such that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent

- Warning signs of when a person may be incapacitated due to drug and/or alcohol use include: slurred speech, falling down, passing out, and vomiting
- If a person is asleep or unconscious, there is no consent
- If a person is below the minimum age of consent in the applicable jurisdiction, there cannot be consent
- Consent to one form of sexual activity does not imply consent to other forms of sexual activity
- Consent can be withdrawn. A person who initially consents to sexual activity is deemed not to have consented to any sexual activity that occurs after he or she withdraws consent
- Being in a romantic relationship with someone does not imply consent to any form of sexual activity
- Effective consent may not exist when there is a disparity in power between the parties (e.g., faculty/student, supervisor/employee)

VII. Roles and Responsibilities

A. Title IX Coordinator

It is the responsibility of the Title IX Coordinator to: (1) ensure the College's compliance with Title IX; (2) identify and address any patterns or systemic problems of sexual misconduct at the College; (3) coordinate dissemination of information and education and

training programs; (4) receive Formal Complaints under this policy; (5) assist members of the College Community in understanding that sexual misconduct is prohibited by this policy; (6) answer questions about this policy; (7) ensure that employees and students are aware of the procedures for reporting and addressing complaints of Sexual Harassment; and (8) to implement the Title IX Grievance Procedures or to designate appropriate persons for implementing the Title IX Grievance Procedures. The Deputy Title IX Coordinator will assist the Title IX Coordinator in carrying out these responsibilities.

B. Administrators, Deans, Department Chairs, and Other Managers

It is the responsibility of administrators, deans, department chairs, and other managers (i.e., those that formally supervise other employees) to:

- Inform employees under their direction or supervision of this policy
- Work with the Title IX Coordinator to implement education and training programs for employees and students
- Implement any corrective actions that are imposed as a result of findings of a violation of this policy

C. Employees

Throughout this policy, the term “employees” includes all faculty, staff, and administrators. It is the responsibility of employees to review this policy and comply with it.

D. Students

It is the responsibility of students to review this policy and comply with it.

Reporting Sexual Harassment

Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours. So that the College has sufficient information to follow up appropriately, reports should include: (1) the date(s) and time(s) of the alleged conduct; (2) the names of all person(s) involved in the alleged conduct, including possible witnesses; (3) all details outlining what happened; and (4) contact information for the Complainant.

The name and contact information for the Title IX Coordinator is:

Title IX Coordinator:

Dan Falk
Dean of Students
McPherson College
1600 East Euclid
McPherson KS 67460
(620) 242-0503
falkd@mcpherson.edu

The College has also designated the following **Deputy Title IX Coordinator** to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen
Dean of Faculty
(620) 242-0506

VIII. skillenm@mcpherson.edu

In addition to reporting to the Title IX Coordinator or Deputy Title IX Coordinator, any person may report Sexual Harassment to any College employee with managerial authority over other employees, including cabinet members, deans, department heads, unit supervisors, and other managers (collectively "Reporting Officials") who must promptly forward such report of Sexual Harassment to the Title IX Coordinator.

All College employees have a duty to report sexual misconduct to the Title IX Coordinator or Deputy Title IX Coordinator when they receive a report of such conduct, witness such conduct, or otherwise obtain information about such conduct. This includes employees who may have a professional license requiring confidentiality if they are not employed by the College in that professional role. An employee not reporting sexual misconduct as required by this policy may be disciplined accordingly, up to and including termination. Employees using the Sexual Harassment Incident Report Form may not anonymously report in order to meet their mandated reporting obligation under this policy.

IX. Confidential Resources

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

- Contact Student Life for referral to Campus Spiritual Life contact
- McPherson County Sexual Assault/Domestic Violence Center

1-800-701-3630

- SafeHope – McPherson, Harvey and Marion Counties –
800-487-0510 or 316-283-0350
- Mental health services available through
Linda Helmer
(620) 242-242-0404 or 2404 from campus extension
- Partners in Family Care
(620) 242-0404 or 2404 from campus extension

x. **Special Advice for Individuals Reporting Sexual Assault, Domestic Violence, Dating Violence, or Stalking**

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

Try to preserve all physical evidence of the crime—avoid bathing, using the toilet, rinsing one’s mouth or changing clothes. If it is necessary, put all clothing that was worn at the time of the incident in a paper bag, not a plastic one.

Do not launder or discard bedding where the assault occurred- preserve for law enforcement

Preserve all forms of electronic communication that occurred before, during, or after the assault

Contact law enforcement by calling 911.

Get medical attention – all medical injuries are not immediately apparent. This is also necessary to collect evidence in case the individual decides to press charges. Local hospitals have evidence collection kits

necessary for criminal prosecution should the victim wish to pursue charges. Take a full change of clothing, including shoes, for use after a medical examination.

Contact a trusted person, such as a friend or family member for support.

Talk with a professional licensed counselor, College chaplain, or resident health care provider who can help explain options, give information, and provide emotional support.

Make a report to the Title IX Coordinator.

Explore this policy and avenues for resolution under the Title IX Grievance Process.

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

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

- contacting parents or a relative
- seeking legal advice
- seeking personal counseling (always recommended)
- pursuing legal action against the perpetrator
- filing a Formal Complaint
- requesting that no further action be taken

The College's Student Affairs Department can assist individuals in obtaining a personal protection order ("PPO").

I. Preliminary Assessment

Upon receipt of a report made pursuant to Section VIII, the Title IX Coordinator will conduct a preliminary assessment to determine:

- Whether the conduct, as reported, falls or could fall within the scope of the policy specified in Section II; and

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

If the Title IX Coordinator determines that the conduct reported could fall within the scope of the policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant as specified in Section XII.

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

II. Contacting the Complainant

If a report is not closed as a result of the preliminary assessment specified in Section XI and the Complainant's identity is known, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of Supportive Measures specified in Section XIII; to discuss and consider the Complainant's wishes

with respect to such Supportive Measures; to inform the Complainant of the availability of such Supportive Measures with or without filing a Formal Complaint; and to explain the process for filing and pursuing a Formal Complaint. The Complainant will also be provided options for filing complaints with the local police and information about resources that are available on campus and in the community.

III. Supportive Measures

If a report is not closed as a result of the preliminary assessment specified in Section XI, the College will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal Complaint.

Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and the College will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. The College will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

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

IV. Interim Removal

At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a

student Respondent from the College's education programs and activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an interim removal, the Title IX Coordinator must offer to meet with the Respondent within twenty-four hours and provide the Respondent an opportunity to challenge the interim removal.

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

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

v. Formal Complaint

A Complainant may file a Formal Complaint with the Title IX Coordinator requesting that the College investigate and adjudicate a report of Sexual Harassment in accordance with the provisions of Sections XIX and XXI. Provided, however, that at the time the Complainant submits a Formal Complaint, the Complainant must be participating in, or attempting to participate in, one or more of the College's education programs or activities.

A Complainant may file a Formal Complaint with the Title

IX Coordinator in person, by regular mail, or by email using the contact information specified in Section VIII above. No person may submit a Formal Complaint on the Complainant's behalf.

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

If the Complainant or the Title IX Coordinator files a Formal Complaint, then the College will commence an investigation as specified in Section XIX and proceed to adjudicate the matter as specified in Section XXI. In all cases where a Formal Complaint is filed, the Complainant will be treated as a party, irrespective of the party's level of participation.

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

VI. Consolidation of Formal Complaints

The College may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise

out of the same facts or circumstances. Where the investigation and adjudication process involve more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable. A Formal Complaint of Retaliation may be consolidated with a Formal Complaint of Sexual Harassment.

VII. Dismissal Prior to Commencement of Investigation

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

- The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or

- The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in Section II (i.e., because the alleged conduct did not occur in the College's Education Programs and Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

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

VIII. **Notice of Formal Complaint**

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

- A physical copy of this policy or a hyperlink to this policy;
- Sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, to include the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known);
- A statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;
- Notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice, as specified in Section XXIV.
- Notifying the Complainant and Respondent of their right to inspect and review evidence as specified in Section XIX.D.
- Notifying the Complainant and Respondent of the College's prohibitions on retaliation and false statements specified in Sections XXXVI and XXXVII.
- Information about resources that are available on campus and in the community. Should the College elect, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the College will provide a supplemental written notice describing the additional allegations to be investigated.

IX. Investigation

A. Commencement and Timing

After the written notice of Formal Complaint is transmitted to the parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory and exculpatory evidence. If a complaint involves alleged conduct on the part of the College's President, the College's Board of Trustees ("Board") will designate the investigator. If a complaint involves alleged conduct on the part of the Title IX Coordinator or any administrator ranked higher than the Title IX Coordinator, the President will designate the investigator. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with the College and not with the parties.

The investigation will culminate in a written investigation report, specified in Section XIX.E, that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, the College strives to complete each investigation within thirty (30) to forty-five (45) days of the transmittal of the written notice of Formal Complaint.

B. Equal Opportunity

During the investigation, the investigator will provide an equal opportunity for the parties to be interviewed, to present witnesses (including fact and expert witnesses), and to present other inculpatory and exculpatory evidence. Notwithstanding the foregoing, the investigator retains discretion to limit the number of witness interviews the investigator conducts if the investigator finds that testimony would be unreasonably cumulative, if the witnesses are offered solely as

character references and do not have information relevant to the allegations at issue, or if the witnesses are offered to render testimony that is categorically inadmissible, such as testimony concerning sexual history of the Complainant, as specified in Section XXVI. The investigator will not restrict the ability of the parties to gather and present relevant evidence on their own.

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

C. Documentation of Investigation

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

D. Access to the Evidence

At the conclusion of the evidence-gathering phase of the investigation, but prior to the completion of the investigation report, the Investigating Officer will transmit to each party and their advisor, in either electronic or hard copy form, all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence the College may choose not to rely on

at any hearing and inculpatory or exculpatory evidence whether obtained from a party or some other source. Thereafter, the parties will have ten (10) days in which to submit to the investigator a written response, which the investigator will consider prior to completing the investigation report.

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

Investigation Report

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

x. Adjudication Process Selection

After the investigator has sent the investigation report to the parties, the Title IX Coordinator will transmit to each party a notice advising the party of the two different adjudication processes specified in Section XXI. The notice will explain that the hearing process specified in Section XXI.A is the default process for adjudicating all Formal Complaints and will be utilized unless both parties voluntarily consent to administrative adjudication as specified in Section XXI.B as a form of informal resolution. The notice will be accompanied by a written consent to administrative

adjudication and will advise each party that, if both parties execute the written consent to administrative adjudication, then the administrative adjudication process will be used in lieu of the hearing process. Parties are urged to carefully review this policy (including the entirety of Section XXI), consult with their advisor, and consult with other persons as they deem appropriate (including an attorney) prior to consenting to administrative adjudication.

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

XI. Adjudication

A. Hearing Process

The default process for adjudicating Formal Complaints is the hearing process specified in this Section XXI.A. The hearing process will be used to adjudicate all Formal Complaints unless both parties timely consent to administrative adjudication as specified in Section XX above.

1. Hearing Officer

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

the investigator as specified in Section XIX.D.2. Hearing Notice and Response to the Investigation Report

After the hearing officer is appointed by the Title IX Coordinator, the hearing officer will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing; and providing a copy of the College's Hearing Procedures.

Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this Section XXI.A.2.

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

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

- Any argument that evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in Section XXVI, or for any other reason;

- A list of any witnesses that the party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing officer;

- A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;

- Any objection that the party has to the College's Hearing Procedures;

- Any request that the parties be separated physically during the pre-hearing conference and/or hearing;

- Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;

- The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;

- If the party does not have an advisor who will accompany the party at the hearing, a request that the College provide an advisor for purposes of conducting questioning as specified in Section XXI.A.5. A party's written response to the investigation report may also include:

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence; and

- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.3.

Pre-Hearing Conference

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

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

During the pre-hearing conference, the hearing officer

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

4. Issuance of Notices of Attendance

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

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

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

5. Hearing

After the pre-hearing conference, the hearing officer will convene and conduct a hearing pursuant to the College's Hearing Procedures. The hearing will be audio recorded. The audio recording will be made available to the parties for inspection and review on reasonable

notice, including for use in preparing any subsequent appeal.

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

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

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

- Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;

- Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility;

- Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;

- Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;

. Opportunity for each party to make a brief closing argument.

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

During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them pursuant to Section XIX.D.

While a party has the right to attend and participate in the hearing with an advisor, a party and/or advisor who materially and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited, as the case may be, in the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section XXI.A.5, the hearing officer will have sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing officer will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rationale for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply. The hearing officer will have discretion to modify the Hearing Procedures, when good cause exists to do so, and provided the minimal requirements specified in this Section XXI.A.5 are met.

6. Subjection to Questioning

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

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

In applying this Section XXI.A.6, the hearing officer will not draw an inference about the determination regarding responsibility based solely on a party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

7. Deliberation and Determination

After the hearing is complete, the hearing officer will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing officer will take care to exclude from consideration any evidence that was ruled inadmissible at the pre-hearing conference, during the hearing, or by operation of Section XXI.A.6. The hearing officer will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

8. Discipline and Remedies

In the event the hearing officer determines that the Respondent is responsible for violating this policy, the hearing officer will, prior to issuing a written decision, consult with an appropriate College official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed. The hearing officer will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant.⁹

Written Decision

After reaching a determination and consulting with the appropriate College official and Title IX Coordinator as required by Section XXI.A.8, the hearing officer will prepare a written decision that will include:

- Identification of the allegations potentially constituting Sexual Harassment made in the Formal Complaint;
- A description of the procedural steps taken by the College upon receipt of the Formal Complaint, through issuance of the written decision, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing.
- Articulate findings of fact, made under a preponderance of the evidence standard, that support the determination;
- A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;
- The discipline determined by the appropriate College official as referenced in Section XXI.A.8;

- Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and

- A description of the College's process and grounds for appeal, as specified in Section XXIII. The hearing officer's written determination will be transmitted to the parties. Transmittal of the written determination to the parties concludes the hearing process, subject to any right of appeal as specified in Section XXIII.

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

B. Administrative Adjudication

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

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

The administrative officer will promptly send written notice to the parties notifying the parties of the administrative officer's appointment; setting a deadline for the parties to submit any written response to the

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

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

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

- Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in Section XXVI, or for any other reason;

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence;

- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

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

After meeting with each party, the administrative officer will objectively reevaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The administrative officer will take care to exclude from consideration any

evidence that the administrative officer determines should be ruled inadmissible based on the objections and arguments raised by the parties in their respective written responses to the investigation report. The administrative officer will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

Thereafter, the administrative officer will consult with any College official and the Title IX Coordinator, in the manner specified in Section XXI.A.7 and will prepare and transmit a written decision in the manner as specified in Section XXI.A.8 which shall serve as a resolution for purposes of informal resolution.

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

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

XII. Dismissal During Investigation or Adjudication

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

- The Complainant provides the Title IX Coordinator written notice that the Complainant wishes

to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);

- The Respondent is no longer enrolled or employed by the College, as the case may be; or

- Specific circumstances prevent the College from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

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

XIII. Appeal

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

- A procedural irregularity affected the outcome;

- There is new evidence that was not reasonably available at the time the determination or dismissal was made, that could have affected the outcome;

- The Title IX Coordinator, investigator, hearing officer, or administrative officer, as the case may be, had a conflict of interest or bias for or

against complainants or respondents generally, or against the individual Complainant or Respondent, that affected the outcome.

No other grounds for appeal are permitted.

A party must file an appeal within seven (7) days of the date they receive notice of dismissal or determination appealed from or, if the other party appeals, within three (3) days of the other party appealing, whichever is later. The appeal must be submitted in writing to Chandler Short, Director of Athletics, who serves as the appeal officer. The appeal must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing party believes the appeal should be granted, and articulate what specific relief the appealing party seeks.

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

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may submit a written opposition to the appeal within seven (7) days. The appeal officer shall also promptly obtain from the Title IX Coordinator any records from the investigation and adjudication necessary to resolve the grounds raised in the appeal.

Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the

appeal and transmit a written decision to the parties that explains the outcome of the appeal and the rationale.

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

No further review beyond the appeal is permitted.

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

XIV. Advisor of Choice

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

Except for the questioning of witnesses during the hearing specified in Section XXI.A.5, the advisor will play a passive role and is not permitted to communicate on behalf of a party, insist that communication flow through the advisor, or communicate with the College about the matter without the party being included in the communication. In the event a party's advisor of choice engages in material violation of the parameters specified in this Section XXIV and Section XXI.A.5, the College may preclude the advisor from further participation, in which case the party may select a new advisor of their choice.

In the event a party is not able to secure an advisor to

attend the hearing specified in Section XXI.A.5, and requests the College to provide an advisor, the College will provide the party an advisor, without fee or charge, who will conduct questioning on behalf of the party at the hearing. The College will have sole discretion to select the advisor it provides. The advisor the College provides may be, but is not required to be, an attorney.

The College is not required to provide a party with an advisor in any circumstance except where the party does not have an advisor present at the hearing specified in Section XXI.A.5 and requests that the College provide an advisor.

XV. Treatment Records and Other Privileged Information

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

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or

- Information or records protected from disclosure by any other legally-recognized privilege, such as the attorney client privilege; unless the College has obtained the party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

Notwithstanding the foregoing, the investigator and/or adjudicator, as the case may be, may consider any such records or information otherwise covered by this Section

XXV if the party holding the privilege affirmatively discloses the records or information to support their allegation or defense, as the case may be.

XVI. Sexual History

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

XVII. Informal Resolution

At any time after the parties are provided written notice of the Formal Complaint as specified in Section XVIII, and before the completion of any appeal specified in Section XXIII, the parties may voluntarily consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication as specified in Section XXI.B is a form of informal resolution.

The specific manner of any informal resolution process

will be determined by the parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the parties that:

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

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

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

If the parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will reduce the terms of the agreed resolution to writing and present the resolution to the

parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by the College, except as otherwise provided in the resolution itself, absent a showing that a party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either party or to the College. Notwithstanding the foregoing if the form of informal resolution is Administrative Adjudication as specified in Section XXI.B, there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject only to any right of appeal. With the exception of a resolution resulting from the Administrative Adjudication process specified in Section XXI.B, all other forms of informal resolution pursuant to this Section XXVII are not subject to appeal.

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

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

deadlines in the investigation and/or adjudication process that were suspended due to the informal resolution.

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

XVIII. Presumption of Non-Responsibility

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

XIX. Resources

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

XX. Conflicts of Interest, Bias, and Procedural Complaints

The Title IX Coordinator, investigator, hearing officer, administrative officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any party who believes one or more of these College officials has a

material conflict of interest or material bias must raise the concern promptly so that the College may evaluate the concern and find a substitute, if appropriate. The failure of a party to timely raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal specified in Section XXIII or otherwise.

XXI. Objections Generally

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

XXII. Academic Freedom

While the College is committed to the principles of free inquiry and free expression, sexual misconduct is neither legally protected expression nor the proper exercise of academic freedom.

XXIII. Relationship With Criminal Process

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

XXIV. **Recordings**

Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by the College and is considered property of the College, subject to any right of access that a party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only the College is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Any party who wishes to transcribe a hearing by use of a transcriptionist must seek pre-approval from the hearing officer.

XXV. **Vendors, Contractors and Third Parties**

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

XXVI. **Bad Faith Complaints and False Information**

It is a violation of this policy for any person to submit a report or Formal Complaint that the person knows, at the time the report or Formal Complaint is

submitted, to be false or frivolous. It is also a violation of this policy for any person to knowingly make a materially false statement during the course of an investigation, adjudication, or appeal under this policy. Violations of this Section XXXVI are not subject to the investigation and adjudication processes in this policy; instead, they will be addressed under the Code of Student Conduct in the case of students and other College policies and standards, as applicable, for other persons.

XXVII. **Retaliation**

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

XXVIII. **Confidentiality**

The College will keep confidential the identity of any individual who has made a report or Formal Complaint of Sexual Harassment or Retaliation including any Complainant, the identity of any individual who has been reported to be a perpetrator of Sexual Harassment or Retaliation including any Respondent, and the identity of any witness. The College will also maintain the confidentiality of its various records generated in response to reports and Formal Complaints, including, but not limited to, information concerning Supportive

Measures, notices, investigation materials, adjudication records, and appeal records. Notwithstanding the foregoing, the College may reveal the identity of any person or the contents of any record if permitted by FERPA, if necessary to carry out the College's obligations under Title IX and its implementing regulations including the conduct of any investigation, adjudication, or appeal under this policy or any subsequent judicial proceeding, or as otherwise required by law. Further, notwithstanding the College's general obligation to maintain confidentiality as specified herein, the parties to a report or Formal Complaint will be given access to investigation and adjudication materials in the circumstances specified in this policy.

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

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

XXIX. **Amnesty**

The College recognizes that an individual who has been drinking alcohol or using drugs may be hesitant to report Sexual Harassment. To encourage reporting, the

College will not take disciplinary action for drug or alcohol use against an individual making a good faith report of Sexual Harassment, either as the Complainant or as a witness, provided that these conduct violations did not and do not place the health or safety of any other person at risk. The College may, however, require the reporting individual to attend a course or pursue other educational interventions related to alcohol and drugs.

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

XXX. Other Violations of this Policy

Alleged violations of this policy, other than violations of the prohibitions on Sexual Harassment and Retaliation, will be subject to review under the Student Code of Conduct for students, the Faculty Handbook for faculty, or other College policies and standards for employees.

XXXI. Signatures and Form of Consent

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

XXXII. Deadlines, Time, Notices, and Method

of Transmittal

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

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

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

Any party who wishes to seek an extension of any deadline or other time period may do so by filing a request with the investigator, hearing officer, administrative officer, appeal officer, or Title IX Coordinator, as the case may be, depending on the phase of the process. Such request must state the extension sought and explain what good cause exists for the requested extension. The College officer resolving the request for extension may, but is not required to, give

the other party an opportunity to object. Whether to grant such a requested extension will be in the sole discretion of the College.

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

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

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

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

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

nature and complexity of the allegations at issue; the schedules of relevant College officials; approaching holidays or closures; and the number and length of extensions already granted.

XXXIII. **Other Forms of Discrimination**

This policy applies only to Sexual Harassment. Complaints of other forms of sex discrimination are governed by the College's ADM 180 McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedures.

XXXIV. **Education**

Because the College recognizes that the prevention of sexual misconduct is important, it offers educational programming to a variety of groups such as: campus personnel; incoming students and new employees participating in orientation; and members of student organizations. Among other elements, such training will cover relevant definitions, procedures, and sanctions; will provide safe and positive options for bystander intervention; and will provide risk reduction information, including recognizing warning signs of abusive behavior and how to avoid potential attacks. To learn more about education resources, please contact the Title IX Coordinator or Deputy Title IX Coordinator.

XXXV. **Outside Appointments, Dual Appointments, and Delegations**

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

resolution officer, and/or appeals officer.

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

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

XXXVI. **Training**

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

XXXVII. **Recordkeeping**

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

law, including FERPA.

XXXVIII. **Definitions**

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

XXXIX. **Discretion in Application**

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

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

The provisions of this policy and the Hearing Procedures referenced in Section XXI.A.5 are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the College retains discretion to revise this policy and the Hearing Procedures at any time, and for any reason. The College may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

[1] The College's definition of "Sexual Assault" is mandated

by federal regulations implementing Title IX of the Education Amendments of 1972. Those regulations require the College to adopt a definition of "Sexual Assault" that incorporates various forcible and non-forcible sex crimes as defined by the FBI's Uniform Crime Reporting System. See 34 C.F.R. § 106.30(a).

ADM 120 – Statement of Mission and Identity – McPherson College

McPherson College is a vibrant community of persons from diverse faiths and cultural backgrounds committed to its mission: *to develop whole persons through scholarship, participation and service.*

Chartered in 1887 by leaders of the Church of the Brethren, McPherson College has a 130-year history of providing excellent career-oriented liberal arts education shaped by the essential values of its founding denomination. The Church of the Brethren is a Christian denomination founded in Germany in 1708. It accepts the New Testament as the rule of faith and emphasizes the inherent value of all persons, the communal discernment of truth, the necessity of putting faith into action, and the biblical calls to simplicity, non-violence, non-conformity and transformation through education. Brethren strive to "continue the work of Jesus – peacefully...simply...together."

McPherson College's programs integrate career guidance and practical experiences into a traditional liberal arts curriculum that upholds the highest standards of academic

excellence. Our goal is to help students discern a vocational call consistent with their gifts and interests and to prepare them for a life of meaningful work.

Community is central to McPherson College. We affirm diversity within the community, emphasizing unity and acceptance rather than judgment and rejection. Because we believe that the pursuit of truth is a collective endeavor, and that the point of scholarly learning is to advance the common good, McPherson College aspires to be a healthy community of learning where whole persons nurture and balance their physical, intellectual, and spiritual components; develop and live in respectful, reciprocal relationships with others; and are committed to responsible service to the world.

To accomplish our mission, McPherson embraces the ideals of *scholarship, participation and service*.

Scholarship. All absolute Truth is God's Truth and humankind must labor diligently in the pursuit of truth we can know; thus, McPherson College upholds the highest standards of academic excellence. Faculty strive to teach students to think critically and independently, to communicate clearly and effectively, to integrate knowledge across the disciplines, and to assess the value conflicts in issues. This is done without coercion, letting the evidence lead the search, and with respect for the consciences and value differences of others.

Participation. Students apply knowledge, practice skills, and deepen and broaden their understanding of themselves and others through active participation in diverse learning experiences. A smaller community requires greater participation from its members. For these reasons, McPherson College is committed to being a small college and encouraging student participation in a variety of activities.

Service. God's love is personified in the life of Jesus who

came to serve the world. Through works of peacemaking and compassion, humanity responds to God's love and becomes an instrument of God's servanthood in the world. Therefore, McPherson College emphasizes service to others, encouraging all members of its community to give selflessly of themselves to others.

ADM 195 – McPherson College Drug Free Workplace Policy

Introduction

In keeping with its commitment to providing a safe, secure and efficient work environment, McPherson College has adopted the following policy as a supplement to existing personnel policies, practices, and procedures. In response to the needs of all employees, training will be provided to help them maintain a drug-free work environment. Please note Attachment A to this policy that reviews some of the health risks associated with the use of alcohol and illegal drugs.

Section 1: Applicability

All employees of McPherson College, including full- and part-time persons classified as faculty, staff or student employees, must comply with this policy.

Section 2: Definitions

“Drug” means any substance that has known mind- or function-altering effects on a human subject. It specifically includes psychoactive substances. It includes, but is not limited to, drugs controlled, regulated, or prohibited by state and federal law. “Drug” includes, without limitation, alcohol.

“Authorized substance” means only: 1) a lawful over-the-counter drug (excluding any alcoholic beverage) used in the recommended amounts; and 2) a medically prescribed substance, which is lawfully possessed, used as prescribed, and taken under the direction of a physician.

“Workplace” means any office, building or property, including any parking lots, owned or operated by the College, or any other place at which a McPherson College employee performs work for the College or is directed by the College to be.

“Workplace” also means where the employee is doing the majority of her/his work. (However, see the On and Off campus College Functions paragraph under Section 3: Prohibitions.)

“Impaired” means having a significantly reduced capacity to perform regular or assigned job-related duties safely and effectively because of drug use or abuse.

Section 3: Prohibitions

McPherson College prohibits the following conduct:

- The illegal use, possession, manufacture, distribution, or sale of drugs, or drug paraphernalia while on College premises or in College vehicles, while conducting College business, or in any workplace (as defined herein.)

- The possession, use or distribution of alcoholic beverages on the College campus, in College vehicles, or in any workplace (as defined)

- Reporting to work while impaired (as defined herein) or being impaired at work, provided, however, that use of an “authorized substance” shall not be cause for discipline so long as the employee immediately, fully, and in good faith discloses to his or her supervisor the nature and cause of the impairment and all other relevant factIf it is determined that the use of an authorized substance impairs an employee’s ability to perform regular or assigned duties safely and effectively, the employee shall be temporarily reassigned to other duties, or other appropriate response shall be taken, which shall be consistent with all laws (including for example, the American with Disabilities Act) to the extent they may apply.

On and Off-campus College Functions: An exception to the definition of the workplace as “any...place at which a McPherson College employee performs work for the College or is directed by the College to be...where the employee is doing the majority of her/his work” may be granted for some College functions on or off of the main college campus. At the functions, beer,

wine or liquor may be served with prior approval by the Approval Committee, in accordance with the Campus/College-Sponsored Event Alcohol Use Policy. Consumption may be strictly monitored and controlled. The beverage service at any pre-authorized, on or off-campus event will be contracted to a licensed third-party provider.

Employees are generally not permitted to consume alcohol while performing services of any kind for College. In limited circumstances, employees may be approved to consume alcohol in connection with College-sponsored activities that do not involve the direct supervision or oversight of College students. Prior to the event where alcohol may be served or consumed, the employee must review the circumstances with the employee's direct supervisor. The employee's direct supervisor may consult with Human Resources regarding approval and parameters related to such approval.

If approved, employees must consume alcohol responsibly and in a manner that does not impair their ability to perform job duties or cause them to negatively represent the College. Employees should discuss specific expectations with their supervisor or Human Resources prior to consuming alcohol while representing the College.

Suspected violations of College policy related to alcohol consumption or alcohol or substance abuse should be immediately reported to Human Resources for review and action. To support the College's goal of an environment free from illegal drug use and alcohol abuse, employees may be subject to drug or alcohol testing upon reasonable suspicion and in accordance with applicable laws, regulations and internal procedures administered by Human Resources.

Section 4: Employee Assistance

Out of its commitment to providing a work environment conducive to the health and well-being of all employees, McPherson College offers educational and benefit programs dealing with drug use and abuse in the workplace. Benefit programs include partial coverage for both in-patient and outpatient drug abuse treatment programs for employees who are enrolled in the current College health insurance plan and referral services for all employees. McPherson College's Human Resources office coordinates educational and benefits programs relating to this drug abuse policy.

McPherson College employees have access to an Employee Assistance Program.

Employees are strongly encouraged to seek assistance for drug problems before their job performance is impaired. Any employee who voluntarily reports his or her own drug possession/use problem to McPherson College, before such problem has otherwise been reported to the College or has caused a violation of any other College policy, shall not be disciplined by the College for reporting such personal possession/use in violation of this policy.

Employees who require time away from work to participate in a recognized treatment or rehabilitation program may do so in accordance with the terms of McPherson College's leave of absence policy. Information about an employee's participation in such treatment will be held in strictest confidence.

Section 5: Reporting Obligations

In accordance with the Drug-Free Workplace Act of 1988, any employee who is convicted of criminal conduct related to drugs in the workplace must notify McPherson College's Human Resources Director within five calendar days of any such conviction.

The Drug Free Workplace Act requires McPherson College to impose a penalty upon, or to require satisfactory participation in a drug abuse assistance or rehabilitation program, by any McPherson College employee convicted of a criminal drug statute violation in the workplace. Subject to the other provisions of this policy, and subject to any statutes that may be applicable (such as, for example, the American with Disabilities Act), deciding whether to impose a penalty or to require satisfactory participation in a drug abuse assistance or rehabilitation program shall be at the sole discretion of McPherson College, provided, however, that the College shall endeavor to treat like cases alike and shall not engage in any legally prohibited discrimination.

Section 6: Consequences of Policy Violations

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination of employment.

Section 7: Distribution of Materials

The following items will be distributed to all employees:

- A copy of this po
- A document which describes the health risks associated with use of illicit drugs and the abuse of alcoho(See attachment A).

Attachment A

Some Health Risks Associated with the Use of Alcohol and Illegal Drugs

Drug and alcohol abuse creates serious problems both for the abusers themselves and for their families, friends, co-workers, and employers. Abuse of alcohol and drugs can cause severe injury to both body and mind. Overdoses of certain drugs kill immediately. Drug abuse can lead to debilitating mental disorders, whether temporary or permanent, and to painful, disabling, and/or fatal physical illness. It substantially increases the risk of violence and suicide. Drug or alcohol abusers as a group find it far more difficult to sustain healthy and satisfying family relationships and friendships, to fulfill their responsibilities, and to hold jobs. In the workplace, drug or alcohol abusers are far more likely than non-abusers to miss work and to have serious on-the-job accidents. They are far less productive and much more

costly to employers and are therefore far less desirable as employees than non-abusers. Employees suffering from the immediate or long-term effects of drug or alcohol abuse waste much of their potential.

Illegal use of drugs is, by definition, a crime. The seriousness of the possible punishment depends on such things as the type and amount of drugs involved, the place of the violation, and the criminal history of the participants; serious drug crimes can result in long prison sentences. While use of alcohol is, in and of itself, not a crime, its abuse increases the risk that the abuser will commit, or be the victim of, serious crimes. Further, operating motor vehicles while under the influence of alcohol or while having a blood-alcohol level above the applicable legal limit is a crime. Depending on the circumstances, this can result in suspension or revocation of driving privileges, fines, and jail time and/or prison terms.

The medical information above is for informational purposes only. It consists only of brief summaries. It should not be relied upon for any medical decisions or in any medical emergency. McPherson College disclaims any responsibility to revise or update this information.

McPherson College adheres to the code of federal regulations, part 85, sub-part F, and 34 CR 86 that requires the College to maintain a drug-free workplace for employees.

Section 8: Biennial Review

McPherson College's drug and alcohol abuse and prevention program and related policies will be reviewed every two years for compliance and effectiveness. The materials developed pursuant to these policies and the results of the biennial review will be reported to the institution's cabinet members and will be made available upon request.

Section 9: Oversight Responsibility

The Dean of Students and Director of Human Resources shall serve as the main contacts with oversight responsibility for the Drug and Alcohol Policies including, but not limited to: updates, coordination of required information, the biennial review, and annual notification to employees and students.

Section 10: Education and Drug- & Alcohol-Related Services

As part of the New Student Orientation (NSO), first-year students participate in a workshop designed to review the drug and alcohol policies. This workshop includes signs and interventions related to high-risk alcohol and other drug use. In addition to a workshop, all residential students attend residence hall meetings, where Resident Assistants (RAs) facilitate discussions about campus policies and issues.

Educational programming about alcohol and drug use is held throughout the academic year. The programming is a combination of interactive educational activities and passive programming, such as email, bulletin boards, and posters. In addition, referrals may be made to the on-site counseling center, which conducts drug and alcohol screenings for students.

Employees of the college participate in an annual discussion about the institution's drug and alcohol policy. All employees have access to the Employee Assistance Program (EAP). There is also a local SMART Recovery meeting that is available to all members of the campus community.

ADM 150 – Sexual Harassment Policy and Title IX Grievance Procedures

ADM 150 – Sexual Harassment Policy and Title IX Grievance Procedures

Sexual Harassment Policy

I. Policy Statement

McPherson College (the “College”) is committed to providing a learning, working, and living environment that promotes personal integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex. The College considers Sexual Harassment in all its forms to be a serious offense. Consistent with the College’s Non-Discrimination Notice and the U.S. Department of Education’s implementing regulations for Title IX of the Education Amendments of 1972 (“Title IX”) (see 34 C.F.R. § 106 et seq.), Sexual Harassment constitutes a violation of this policy, is unacceptable, and will not be tolerated.

Sexual Harassment, whether verbal, physical, visual, digital, or Quid Pro Quo, is a form of prohibited sex discrimination, and Sexual Assault, Domestic Violence, Dating Violence, and Stalking are particularly severe forms of Sexual Harassment. These terms are further defined below.

Administrators, faculty members, staff, students, contractors, guests, and other members of the College community who commit Sexual Harassment are subject to the full range of College discipline including verbal reprimand; written reprimand; mandatory training, coaching, or counseling; mandatory

monitoring; partial or full probation; partial or full suspension; fines; permanent separation from the institution (i.e., termination or dismissal); physical restriction from College property; cancellation of contracts; and any combination of the same.

The College will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the College's education programs and activities.

II. Scope

This policy applies to Sexual Harassment that occurs within the College's Education Programs and Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the College community.

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

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the College's Education Programs and Activities, such as a study abroad program. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other College policies and standards if committed by an employee.

III. Title IX Statement

It is the policy of the College to comply with Title IX of the Education Amendments of 1972 and its implementing regulations, which prohibit discrimination based on sex in the College's

educational programs and activities. Title IX and its implementing regulations also prohibit retaliation for asserting claims of sex discrimination. The College has designated the following Title IX Coordinator to coordinate its compliance with Title IX and to receive inquiries regarding Title IX, including complaints of Sexual Harassment:

Title IX Coordinator:

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

falkd@mcpherson.edu

The College has also designated the following Deputy Title IX Coordinator to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

skillenm@mcpherson.edu

A person may also file a complaint of Sexual Harassment with the United States Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting www2.ed.gov/about/offices/list/ocr/complaintintro.html or by calling 1-800-421-3481.

IV. Definitions

A. "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.

B. "Quid Pro Quo Sexual Harassment" is an employee of the College conditioning the provision of an aid, benefit, or

service of the College on an individual's participation in unwelcome sexual conduct.

C. "Hostile Environment Sexual Harassment" is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to the College's education programs and activities.

D. "Sexual Assault" includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.

1. "Rape" is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is "carnal knowledge" if there is the slightest penetration of the vagina or penis by the sexual organ of the other person. Attempted Rape is included.

2. "Sodomy" is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

3. "Sexual Assault with an Object" is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

4. "Fondling" is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

5. "Incest" is sexual intercourse between persons who are

related to each other within the degrees wherein marriage is prohibited by Kansas law.

6. "Statutory Rape" is sexual intercourse with a person who is under the statutory age of consent as defined by Kansas law.

E. "Domestic Violence" is felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Kansas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Kansas.

F. "Dating Violence" is violence committed by a person –

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. Where the existence of such a relationship will be determined based on a consideration of the following factors:

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

G. "Stalking" is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for their safety or the safety of others; or
- Suffer substantial emotional distress.

H. "Consent" refers to words or actions that a reasonable person in the perspective of the Respondent would understand as agreement to engage in the sexual conduct at issue. A person who is Incapacitated is not capable of giving Consent.

I. "Incapacitated" refers to the state where a person does not appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition or disability, or due to a state of unconsciousness or sleep.

J. "Retaliation" is intimidation, threats, coercion, or discrimination against any individual for the purpose of

interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

K. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

L. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

M. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the College investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the College's education programs and activities. A "document filed by a Complainant" means a document or electronic submission (such as an email) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.

N. "Supportive Measures" are non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to the College's Education Programs and Activities without unreasonably burdening another party, including measures designed to protect the safety of all parties implicated by a report or the College's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the

parties implicated by a report.

0. "Education Programs and Activities" refers to all the operations of the College, including, but not limited to, in-person and online educational instruction, employment, research activities, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by the College. It also includes off-campus locations, events, or circumstances over which the College exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by the College.

V. Understanding Hostile Environment Sexual Harassment

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

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

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

- Unreasonable pressure for a dating, romantic, or intimate

relationship or sexual contact

- Unwelcome kissing, hugging, or massaging
- Sexual innuendos, jokes, or humor
- Displaying sexual graffiti, pictures, videos, or posters
- Using sexually explicit profanity
- Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities
- E-mail and Internet use that violates this policy
- Leering or staring at someone in a sexual way, such as staring at a person's breasts or groin
- Sending sexually explicit emails, text messages, or social media posts
- Commenting on a person's dress in a sexual manner
- Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship
- Insulting, demeaning, or degrading another person based on gender or gender stereotypes

VI. Understanding Consent and Incapacitation

A. Consent

Lack of consent is a critical factor in determining whether sexual violence has occurred. Consent is informed, freely given, and mutually understood. Consent requires an affirmative act or statement by each participant. Consent is not passive.

- If coercion, intimidation, threats, and/or physical force are used, there is no consent
 - If a person is mentally or physically incapacitated or impaired by alcohol or drugs such that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent
- Warning signs of when a person may be incapacitated due to drug and/or alcohol use include: slurred speech, falling down, passing out, and vomiting
- If a person is asleep or unconscious, there is no consent
 - If a person is below the minimum age of consent in the

applicable jurisdiction, there cannot be consent

- Consent to one form of sexual activity does not imply consent to other forms of sexual activity
- Consent can be withdrawn. A person who initially consents to sexual activity is deemed not to have consented to any sexual activity that occurs after he or she withdraws consent
- Being in a romantic relationship with someone does not imply consent to any form of sexual activity
- Effective consent may not exist when there is a disparity in power between the parties (e.g., faculty/student, supervisor/employee)

VII. Roles and Responsibilities

A. Title IX Coordinator

It is the responsibility of the Title IX Coordinator to: (1) ensure the College's compliance with Title IX; (2) identify and address any patterns or systemic problems of sexual misconduct at the College; (3) coordinate dissemination of information and education and training programs; (4) receive Formal Complaints under this policy; (5) assist members of the College Community in understanding that sexual misconduct is prohibited by this policy; (6) answer questions about this policy; (7) ensure that employees and students are aware of the procedures for reporting and addressing complaints of Sexual Harassment; and (8) to implement the Title IX Grievance Procedures or to designate appropriate persons for implementing the Title IX Grievance Procedures. If designated, the Deputy Title IX Coordinator will assist the Title IX Coordinator in carrying out these responsibilities.

B. Administrators, Deans, Department Chairs, and Other Managers

It is the responsibility of administrators, deans, department chairs, and other managers (i.e., those that formally supervise other employees) to:

- Inform employees under their direction or supervision of this policy

- Work with the Title IX Coordinator to implement education and training programs for employees and students
- Implement any corrective actions that are imposed as a result of findings of a violation of this policy

C. Employees

Throughout this policy, the term “employees” includes all faculty, staff, and administrators. It is the responsibility of employees to review this policy and comply with it.

D. Students

It is the responsibility of students to review this policy and comply with it.

VIII. Reporting Sexual Harassment

Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours. So that the College has sufficient information to follow up appropriately, reports should include: (1) the date(s) and time(s) of the alleged conduct; (2) the names of all person(s) involved in the alleged conduct, including possible witnesses; (3) all details outlining what happened; and (4) contact information for the Complainant.

The name and contact information for the Title IX Coordinator is:

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

falkd@mcpherson.edu

The College has also designated the following **Deputy Title IX Coordinator** to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

skillenm@mcpherson.edu

In addition to reporting to the Title IX Coordinator or Deputy Title IX Coordinator, any person may report Sexual Harassment to any College employee with managerial authority over other employees, including cabinet members, deans, department heads, unit supervisors, and other managers (collectively "Reporting Officials") who must promptly forward such report of Sexual Harassment to the Title IX Coordinator.

All College employees have a duty to report sexual misconduct to the Title IX Coordinator or Deputy Title IX Coordinator when they receive a report of such conduct, witness such conduct, or otherwise obtain information about such conduct. This includes employees who may have a professional license requiring confidentiality if they are not employed by the College in that professional role. An employee not reporting sexual misconduct as required by this policy may be disciplined accordingly, up to and including termination. Employees using the Sexual Harassment Incident Report Form may not anonymously report in order to meet their mandated reporting obligation under this policy.

IX. Confidential Resources

If a victim desires to talk confidentially about his or her situation, there are resources available. The following resources are available to assist you and will not further disclose the information you provide, unless otherwise

required to do so by law (e.g., if the victim is a minor):

- Contact Student Life for referral to Campus Spiritual Life contact

- McPherson County Sexual Assault/Domestic Violence Center
1-800-701-3630

- SafeHope – McPherson, Harvey and Marion Counties –
800-487-0510 or 316-283-0350

- Mental health services available through

Linda Helmer

(620) 242-242-0404 or 2404 from campus extension

- Partners in Family Care

(620) 242-0404 or 2404 from campus extension

X. Special Advice for Individuals Reporting Sexual Assault, Domestic Violence, Dating Violence, or Stalking

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

- Get to a safe place as soon as possible.

- Try to preserve all physical evidence of the crime—avoid bathing, using the toilet, rinsing one’s mouth or changing clothes. If it is necessary, put all clothing that was worn at the time of the incident in a paper bag, not a plastic one.

- Do not launder or discard bedding where the assault occurred- preserve for law enforcement

- Preserve all forms of electronic communication that occurred before, during, or after the assault

- Contact law enforcement by calling 911.

- Get medical attention – all medical injuries are not immediately apparent. This is also necessary to collect evidence in case the individual decides to press charges. Local hospitals have evidence collection kits necessary for

criminal prosecution should the victim wish to pursue charges. Take a full change of clothing, including shoes, for use after a medical examination.

- Contact a trusted person, such as a friend or family member for support.
- Talk with a professional licensed counselor, College chaplain, or resident health care provider who can help explain options, give information, and provide emotional support.
- Make a report to the Title IX Coordinator.
- Explore this policy and avenues for resolution under the Title IX Grievance Process.

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

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

- obtaining Supportive Measures
- contacting parents or a relative
- seeking legal advice
- seeking personal counseling (always recommended)
- pursuing legal action against the perpetrator
- filing a Formal Complaint
- requesting that no further action be taken

The College's Student Affairs Department can assist individuals in obtaining a personal protection order ("PPO").

XI. Preliminary Assessment

Upon receipt of a report made pursuant to Section VIII, the Title IX Coordinator will conduct a preliminary assessment to

determine:

- Whether the conduct, as reported, falls or could fall within the scope of the policy specified in Section II; and
- Whether the conduct, as reported, constitutes or could constitute Sexual Harassment.

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

If the Title IX Coordinator determines that the conduct reported could fall within the scope of the policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant as specified in Section XII.

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

XII. Contacting the Complainant

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

XIII. Supportive Measures

If a report is not closed as a result of the preliminary assessment specified in Section XI, the College will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal Complaint.

Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and the College will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. The College will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

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

XIV. Interim Removal

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

In the case of a Respondent who is a non-student employee (administrator, faculty, or staff), and in its discretion, the College may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment,

including during the pendency of the investigation and adjudication process specified in Sections XIX and XXI.

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

XV. Formal Complaint

A Complainant may file a Formal Complaint with the Title IX Coordinator requesting that the College investigate and adjudicate a report of Sexual Harassment in accordance with the provisions of Sections XIX and XXI. Provided, however, that at the time the Complainant submits a Formal Complaint, the Complainant must be participating in, or attempting to participate in, one or more of the College's education programs or activities.

A Complainant may file a Formal Complaint with the Title IX Coordinator in person, by regular mail, or by email using the contact information specified in Section VIII above. No person may submit a Formal Complaint on the Complainant's behalf.

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

If the Complainant or the Title IX Coordinator files a Formal Complaint, then the College will commence an investigation as specified in Section XIX and proceed to adjudicate the matter as specified in Section XXI. In all cases where a Formal

Complaint is filed, the Complainant will be treated as a party, irrespective of the party's level of participation.

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

XVI. Consolidation of Formal Complaints

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

XVII. Dismissal Prior to Commencement of Investigation

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

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

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

purposes of this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

XVIII. Notice of Formal Complaint

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

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

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

XIX. Investigation

A. Commencement and Timing

After the written notice of Formal Complaint is transmitted to the parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory and exculpatory evidence. If a complaint involves alleged conduct on the part of the College's President, the College's Board of Trustees ("Board") will designate the investigator. If a complaint involves alleged conduct on the part of the Title IX Coordinator or any administrator ranked higher than the Title IX Coordinator, the President will designate the investigator. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with the College and not with the parties.

The investigation will culminate in a written investigation report, specified in Section XIX.E, that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, the College strives to complete each investigation within thirty (30) to forty-five (45) days of the transmittal of the written notice of Formal Complaint.

B. Equal Opportunity

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

gather and present relevant evidence on their own.

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

C. Documentation of Investigation

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

D. Access to the Evidence

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

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

E. Investigation Report

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

XX. Adjudication Process Selection

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

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

pursuant to the hearing process.

XXI. Adjudication

A. Hearing Process

The default process for adjudicating Formal Complaints is the hearing process specified in this Section XXI.A. The hearing process will be used to adjudicate all Formal Complaints unless both parties timely consent to administrative adjudication as specified in Section XX above.

1. Hearing Officer

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

2. Hearing Notice and Response to the Investigation Report

After the hearing officer is appointed by the Title IX Coordinator, the hearing officer will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing; and providing a copy of the College's Hearing Procedures. Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this Section XXI.A.2.

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

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

- Any argument that evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in Section XXVI, or for any other reason;
- A list of any witnesses that the party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing officer;
- A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;
- Any objection that the party has to the College's Hearing Procedures;
- Any request that the parties be separated physically during the pre-hearing conference and/or hearing;
- Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;
- The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;
- If the party does not have an advisor who will accompany the party at the hearing, a request that the College provide an advisor for purposes of conducting questioning as specified in Section XXI.A.5.

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

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

3. Pre-Hearing Conference

Prior to the hearing, the hearing officer will conduct a pre-hearing conference with the parties and their advisors. The pre-hearing conference will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the pre-hearing conference will be conducted with the hearing officer, the parties, the

advisors, and other necessary College personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio.

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

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

4. Issuance of Notices of Attendance

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

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

specified in the notice.

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

5. Hearing

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

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

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

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

- Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;
- Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility;
- Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;

- Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;

- Opportunity for each party to make a brief closing argument. Except as otherwise permitted by the hearing officer, the hearing will be closed to all persons except the parties, their advisors, the investigator, the hearing officer, the Title IX Coordinator, and other necessary College personnel. With the exception of the investigator and the parties, witnesses will be sequestered until such time as their testimony is complete.

During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them pursuant to Section XIX.D.

While a party has the right to attend and participate in the hearing with an advisor, a party and/or advisor who materially and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited, as the case may be, in the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section XXI.A.5, the hearing officer will have sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing officer will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rationale for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply. The hearing officer will have discretion to modify the Hearing Procedures, when good cause exists to do so, and provided the minimal requirements specified in this Section XXI.A.5 are met.

6. Subjection to Questioning

In the event that any party or witness refuses to attend the hearing, or attends but refuses to submit to questioning by

the parties' advisors, the statements of that party or witness, as the case may be, whether given during the investigation or during the hearing, will not be considered by the hearing officer in reaching a determination of responsibility.

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

In applying this Section XXI.A.6, the hearing officer will not draw an inference about the determination regarding responsibility based solely on a party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

7. Deliberation and Determination

After the hearing is complete, the hearing officer will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing officer will take care to exclude from consideration any evidence that was ruled inadmissible at the pre-hearing conference, during the hearing, or by operation of Section XXI.A.6. The hearing officer will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

8. Discipline and Remedies

In the event the hearing officer determines that the Respondent is responsible for violating this policy, the hearing officer will, prior to issuing a written decision, consult with an appropriate College official with disciplinary

authority over the Respondent and such official will determine any discipline to be imposed. The hearing officer will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant.

9. Written Decision

After reaching a determination and consulting with the appropriate College official and Title IX Coordinator as required by Section XXI.A.8, the hearing officer will prepare a written decision that will include:

- Identification of the allegations potentially constituting Sexual Harassment made in the Formal Complaint;
- A description of the procedural steps taken by the College upon receipt of the Formal Complaint, through issuance of the written decision, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing.
- Articulate findings of fact, made under a preponderance of the evidence standard, that support the determination;
- A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;
- The discipline determined by the appropriate College official as referenced in Section XXI.A.8;
- Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and
- A description of the College's process and grounds for appeal, as specified in Section XXIII.

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

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

B. Administrative Adjudication

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

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

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

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

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the

use of sexual history specified in Section XXVI, or for any other reason;

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence;

- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

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

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

Thereafter, the administrative officer will consult with any College official and the Title IX Coordinator, in the manner specified in Section XXI.A.7 and will prepare and transmit a written decision in the manner as specified in Section XXI.A.8 which shall serve as a resolution for purposes of informal resolution.

Transmittal of the administrative officer's written

determination concludes the administrative adjudication, subject to any right of appeal as specified in Section XXIII. Although the length of each administrative adjudication will vary depending on the totality of the circumstances, the College strives to issue the administrative officer's written determination within twenty-one (21) days of the transmittal of the initiating written notice specified in this Section XXI.B.

XXII. Dismissal During Investigation or Adjudication

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

- The Complainant provides the Title IX Coordinator written notice that the Complainant wishes to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);
- The Respondent is no longer enrolled or employed by the College, as the case may be; or
- Specific circumstances prevent the College from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

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

XXIII. Appeal

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

following grounds:

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

No other grounds for appeal are permitted.

A party must file an appeal within seven (7) days of the date they receive notice of dismissal or determination appealed from or, if the other party appeals, within three (3) days of the other party appealing, whichever is later. The appeal must be submitted in writing to Chandler Short, Director of Athletics, who serves as the appeal officer. The appeal must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing party believes the appeal should be granted, and articulate what specific relief the appealing party seeks.

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

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may submit a written opposition to the appeal within seven (7) days. The appeal officer shall also promptly obtain from the Title IX Coordinator any records from the investigation and adjudication necessary to resolve the grounds raised in the

appeal.

Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the appeal and transmit a written decision to the parties that explains the outcome of the appeal and the rationale.

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

No further review beyond the appeal is permitted.

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

XXIV. Advisor of Choice

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

Except for the questioning of witnesses during the hearing specified in Section XXI.A.5, the advisor will play a passive role and is not permitted to communicate on behalf of a party, insist that communication flow through the advisor, or communicate with the College about the matter without the party being included in the communication. In the event a party's advisor of choice engages in material violation of the parameters specified in this Section XXIV and Section XXI.A.5, the College may preclude the advisor from further participation, in which case the party may select a new advisor of their choice.

In the event a party is not able to secure an advisor to attend the hearing specified in Section XXI.A.5, and requests

the College to provide an advisor, the College will provide the party an advisor, without fee or charge, who will conduct questioning on behalf of the party at the hearing. The College will have sole discretion to select the advisor it provides. The advisor the College provides may be, but is not required to be, an attorney.

The College is not required to provide a party with an advisor in any circumstance except where the party does not have an advisor present at the hearing specified in Section XXI.A.5 and requests that the College provide an advisor.

XXV. Treatment Records and Other Privileged Information

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

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or
- Information or records protected from disclosure by any other legally-recognized privilege, such as the attorney client privilege;

unless the College has obtained the party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

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

XXVI. Sexual History

During the investigation and adjudication processes, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions

and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Notwithstanding the foregoing, a Complainant who affirmatively uses information otherwise considered irrelevant by this Section XXVI for the purpose of supporting the Complainant's allegations, may be deemed to have waived the protections of this Section XXVI.

XXVII. Informal Resolution

At any time after the parties are provided written notice of the Formal Complaint as specified in Section XVIII, and before the completion of any appeal specified in Section XXIII, the parties may voluntarily consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication as specified in Section XXI.B is a form of informal resolution.

The specific manner of any informal resolution process will be determined by the parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the parties that:

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

records that will be generated, maintained, and/or shared. After receiving the written notice specified in this paragraph, each party must voluntarily provide written consent to the Title IX Coordinator, before the informal resolution may commence.

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

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

A party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized. Absent extension by the Title IX Coordinator, any informal resolution process must be completed within twenty-one (21)

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

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

XXVIII. Presumption of Non-Responsibility

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

XXIX. Resources

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

XXX. Conflicts of Interest, Bias, and Procedural Complaints

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

raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal specified in Section XXIII or otherwise.

XXXI. Objections Generally

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

XXXII. Academic Freedom

While the College is committed to the principles of free inquiry and free expression, sexual misconduct is neither legally protected expression nor the proper exercise of academic freedom.

XXXIII. Relationship With Criminal Process

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

XXXIV. Recordings

Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by the College and is considered property of the College, subject to any right of access that a party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only the College is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Any party who wishes to transcribe a hearing by use of a transcriptionist must seek pre-approval from the hearing officer.

XXXV. Vendors, Contractors and Third Parties

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

XXXVI. Bad Faith Complaints and False Information

It is a violation of this policy for any person to submit a report or Formal Complaint that the person knows, at the time the report or Formal Complaint is submitted, to be false or frivolous. It is also a violation of this policy for any person to knowingly make a materially false statement during the course of an investigation, adjudication, or appeal under this policy. Violations of this Section XXXVI are not subject to the investigation and adjudication processes in this policy; instead, they will be addressed under the Code of Student Conduct in the case of students and other College policies and standards, as applicable, for other persons.

XXXVII. Retaliation

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

XXXVIII. Confidentiality

The College will keep confidential the identity of any individual who has made a report or Formal Complaint of Sexual

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

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

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

XXXIX. Amnesty

The College recognizes that an individual who has been drinking alcohol or using drugs may be hesitant to report Sexual Harassment. To encourage reporting, the College will

not take disciplinary action for drug or alcohol use against an individual making a good faith report of Sexual Harassment, either as the Complainant or as a witness, provided that these conduct violations did not and do not place the health or safety of any other person at risk. The College may, however, require the reporting individual to attend a course or pursue other educational interventions related to alcohol and drugs. The College's commitment to amnesty in these situations does not prevent action by police or other legal authorities against an individual who has illegally consumed alcohol or drugs.

XL. Other Violations of this Policy

Alleged violations of this policy, other than violations of the prohibitions on Sexual Harassment and Retaliation, will be subject to review under the Student Code of Conduct for students, the Faculty Handbook for faculty, or other College policies and standards for employees.

XLI. Signatures and Form of Consent

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

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

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

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

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

Any party who wishes to seek an extension of any deadline or other time period may do so by filing a request with the investigator, hearing officer, administrative officer, appeal officer, or Title IX Coordinator, as the case may be, depending on the phase of the process. Such request must state the extension sought and explain what good cause exists for the requested extension. The College officer resolving the request for extension may, but is not required to, give the other party an opportunity to object. Whether to grant such a requested extension will be in the sole discretion of the College.

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

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

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

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

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

XLIII. Other Forms of Discrimination

This policy applies only to Sexual Harassment. Complaints of other forms of sex discrimination are governed by the College's ADM 180 McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedures.

XLIV. Education

Because the College recognizes that the prevention of sexual misconduct is important, it offers educational programming to a variety of groups such as: campus personnel; incoming students and new employees participating in orientation; and members of student organizations. Among other elements, such training will cover relevant definitions, procedures, and sanctions; will provide safe and positive options for bystander intervention; and will provide risk reduction information, including recognizing warning signs of abusive behavior and how to avoid potential attacks. To learn more about education resources, please contact the Title IX Coordinator or Deputy Title IX Coordinator.

XLV. Outside Appointments, Dual Appointments, and Delegations

The College retains discretion to retain and appoint suitably qualified persons who are not College employees to fulfill any function of the College under this policy, including, but not

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

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

XLVI. Training

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

XLVII. Recordkeeping

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

XLVIII. Definitions

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

XLIX. Discretion in Application

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

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

The provisions of this policy and the Hearing Procedures referenced in Section XXI.A.5 are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the College retains discretion to revise this policy and the Hearing Procedures at any time, and for any reason. The College may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

ADM 370 – Records Retention and Destruction Policy at McPherson College

Overview

This policy and procedure provides for the systematic review, retention and destruction of documents received or created in the transaction of McPherson College ("College") business. The policy is designed to ensure compliance with federal and state

laws and regulations.

It is the policy of the College to ensure that its records are preserved to provide documentation of the College's history and to be retained for the periods of time necessary to satisfy the College's business and legal obligations. The records will be disposed in accordance with an established records retention and disposition schedule. Certain records are permanent records and may never be destroyed

Each department or office on campus will be responsible for creating and maintaining a record retention and destruction policy. All departments will appoint a Records Custodian who will be responsible for implementing the policy.

Definitions

Record

A record is anything containing information reflecting College educational and business transactions regardless of format (paper, digital, photographic, recordings, etc.). Typical records include official publications, fiscal data, incoming/outgoing correspondence including email, meeting minutes, reports, student files, and employee files.

Active Records

Records that are generally referred to once a month or that are needed to support the current business activity of an office or division.

Inactive Records

Records that have not been needed for at least one year or for which the active period has passed.

Permanent Records

Also known as archival records, permanent records have historical, administrative, or research value to the College

and the College will keep these records indefinitely.

Retention Schedules

An internal document describing categories of records, providing a length of time they should be kept and includes instructions. The retention schedule for McPherson College is included in this document.

Retention Period

Minimum required length of time for which a College office or department is responsible for maintaining records.

Records Destruction

The physical or electronic destruction of a record after it has become obsolete or otherwise in accordance with this policy.

Disposition of Records

The terminal treatment of records, either through destruction or permanent storage.

Records Custodian

Each college department or office will assign a records custodian who will have the responsibility for ensuring effective implementation of the policy in his or her area.

Litigation Hold

A communication issued as the result of current or anticipated litigation, audit, and government investigation or other similar matter that suspends the normal process regarding the retention and disposition of College records.

Policy Details

Paper Files

Many of the records kept by McPherson College are in hard copy form, kept in paper files. These files may include student, parent, or employee information. It is up to each department

to determine what action is necessary to secure the files. This may include locked filing cabinets, fire proof filing cabinets, securing behind locked doors, or in one of the college's vaults.

Employees are expected to exercise judgment regarding the content and purpose of a paper file in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of paper files should be directed to the Records Custodian in each department or office.

Email

Email sent or received over the College's computer system may constitute a form of College record. While not all emails are business records, all College emails are property of the College and are subject to discovery in the event of litigation against the College or any of its employees or students. Consequently, the administration has the ability and the right to view the email of all members of the College community.

Faculty and employees of the College are not obligated to retain all emails indefinitely; such a policy would clearly impose an impossible burden both on the College community and on the College's computer network. Rather, individual employees and faculty members are expected to exercise judgment regarding the content and purpose of the email in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of email should be directed to the Records Custodian in each department or office.

Electronic Documents

Information saved electronically on a college computer or network may be considered a College record. While not all electronic documents are College records, all documents stored on College computers or networks are considered College

property and are subject to discovery in the event of litigation against the College or any of its employees or students. Consequently, the administration has the ability and the right to view the electronic files of all members of the College community.

Faculty and employees of the College are not obligated to retain all electronic documents indefinitely; such a policy would clearly impose an impossible burden both on the College community and on the College's computer network. Rather, individual employees and faculty members are expected to exercise judgment regarding the content and purpose of the document in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of electronic documents should be directed to the Records Custodian in each department or office.

Litigation Holds

Where the College has actual notice of litigation or of a government investigation or audit, or has reason to believe that such events are likely to occur, it has the obligation to take steps to preserve documents that might be implicated in such litigation or investigation. In such event, the College will take steps to identify all paper and digitally maintained files that may contain documents relevant to the case, including emails. The department head of an affected department or office will be notified and will notify members of their office to preserve such documents indefinitely. If an employee or faculty member receives such a preservation notice, it does not necessarily mean that they are involved in the litigation or investigation. Rather, it means that the evidence that the College is required to preserve may be in the employee or faculty member's possession or control, and that the employee or faculty member has an obligation to preserve such information effective immediately. In the event of a litigation hold, all policies for the disposition of

documents must be suspended with respect to those matters that are the subject of the hold. Electronic information should be preserved in its original electronic form on the media on which it is stored. Electronic information should not be transferred from the media on which it is stored to a different media for the duration of the litigation hold **unless** such transfer is necessary to preserve the integrity of the information for the duration of the hold, and such transfers should be made only after consultation with the IT department to preserve the integrity of the electronic data. In addition, the employee and/or faculty member that receives the notice should similarly preserve any new information that is generated that may be relevant to the litigation or investigation by saving it in a segregated file. A staff or faculty member's failure to preserve documents after having received a preservation notice can have extremely serious consequences for the College. Accordingly, a failure to comply with a litigation hold will subject employees to discipline, up to and including termination, and will be deemed misconduct that will subject faculty members to discipline in accordance with the appropriate Handbook.

Procedures

Essential Functions of Records Custodians

Each department has the responsibility for designating a Records Custodian and ensuring that the Custodian understands and is following with the records retention requirements applicable to that particular unit. The supervisor is also required to sign off on either destruction of documents at the conclusion of their retention period.

The Records Custodian is expected to: understand the records created within the department or office; follow this policy to make decisions on retention and disposition of records and provide guidance to others who are involved in preparing

records for storage; be responsible for ensuring that everyone in the office is aware of this policy; establish the level of confidentiality and security appropriate to specific types of records and help the department or office maintain and monitor confidentiality and security.

Accessibility and Safekeeping of Records

Records, especially financial records, must be easily retrievable for examination by authorized individuals, including auditors. Access to electronic records is subject to College rules regarding information security. Records Custodians should work with the IT department to ensure that electronic documents are maintained in a format that preserves accessibility.

Disposition of Records

1. The Records Custodian is responsible for periodically determining which College records in their particular office or department have reached the end of their retention period and should therefore be destroyed.
2. The Records Custodian is required to sign off on the destruction of documents.
3. Paper records must be shredded or other arrangements must be made for the documents to be destroyed.
4. The Records Custodian should consult with the IT department regarding the destruction of electronic documents.

Records Destruction

Records should be securely maintained for the period of retention either in the office or department where they were created or used. Records that may be destroyed at any time include:

- material that is not considered a "record" (see definition of record);
- duplicates of an official copy which is stored and

- retained by another office such as
- personnel records, financial and budget information, copies of information used in an
 - employee search;
 - records that have served their purpose and are no longer needed such as drafts of reports
 - and notes that have been turned into meeting minutes.

When there is doubt about whether or not a record may be destroyed, the Records Custodian should review the retention schedule and/or their supervisor.

Destruction includes:

Recycling – generally appropriate for public documents of other organizations, magazines, annual reports, newsletters, announcements, and drafts of policies or other memoranda which are not confidential.

Shredding – using a cross-cut shredder for all documents that should not be read by other after they are no longer needed. This is essential for any document containing personal information, information that is student protected information under FERPA, health related information, or financial information.

Discipline:

Failure to follow this policy will subject employees to discipline up to and including termination

of employment, and will subject faculty to discipline in accordance with the Employee Handbook, except in the case of guest faculty, who are subject to discipline in accordance with the guest faculty member's contract.

General Retention and Destruction Schedule Statement

This schedule applies to all types of records, regardless of

media or format, including documents, email, photographs, audiotapes, videotapes, CDs, and DVDs. Retention periods reflect minimum time periods. Records may be retained for longer periods of time at the discretion of the custodian or as required by legal counsel. Do not destroy any records while they are subject to audit or investigation.

Records that are in storage areas such as basements or attics are often at risk of water damage or destruction and should be evaluated in light of this schedule.

McPherson College is committed to providing researchers with the material they need. However, due to the confidential nature of certain records, access to some materials may be limited. Restrictions are placed on the use of records in order to protect the rights to privacy of individuals and the institution.

Access restrictions to records are divided into three categories:

General Distribution

Records in this category are open without restriction. Records in general distribution are the publications issued to the general public at the time of their creation, such as announcements, official college publications, calendars, brochures, and committee reports. This also includes the College charter, history and description of the College, building and grounds, visiting speakers, endowed chairs and professorships, College events and commencements, degrees, honors, awards and prizes, public relations, conferences, academic programs, and graduate programs. After processing, records of this type are open immediately without restriction. *Examples:* Annual Report of the President, General Committee meeting minutes, photographs.

Restricted Distribution

Records in this category are restricted, but access may be granted depending on the request. Records in this category may contain personal information regarding students, parents, present or past employees. These records are stored in locked cabinets, offices or rooms, or may be stored in a database that requires a password to access. In order to access these records the requestor will need to show a legitimate need to view the information. *Examples:* Student Financial Aid information or Employee Compensation data.

Permission to examine does not imply the right to publish any part of a document.

General Retention and Destruction Schedule

General Type	Description	Retention Period	Location
Board of Trustees Records	Meeting minutes, agenda, reports, proposals, and supporting documentation	Permanent	President's Office
Articles of Incorporation	Includes the documents the College is chartered under and the by-laws	Permanent	Business Office
IRS Determination Letter	IRS Determination Letter	Permanent	Business Office
Legal Records	Documentation of legal cases involving the College	Permanent	Department Records Custodians and/or HR

Grievance Files	Documentation of grievances initiated by faculty and staff	Retained as long as personnel file is retained.	HR and/or Academic Affairs
Environmental Reports/OSHA Investigations	Investigation documentation or reports	Permanent	Facilities
Insurance Policies	All policies in effect on behalf of the College, students, faculty and staff	Maintain as long as active	Business Office
College Tax Records	Documentation of the College's compliance with tax filing requirements	Permanent	Business Office
External and Internal Audit Records	Created by internal or external auditors to document their reviews, findings and recommendations	Permanent	Business Office
Real Property Leasing/Rental Records	Documentation of the lease and rental of property	Retain 7 years after expiration of the lease.	Department Records Custodian and/or Business Office

Social Security Reports and Deposits	Periodic reports of wages and social security contributions paid by the College to each employee	Retain for 7 years	Business Office
Unemployment Compensation Benefit Files and Reports	Documentation on eligibility of former employees for unemployment benefits and when these employees receive compensation charged against the College's account	Retain for 5 years	HR and/or Academic Affairs
W-2 Listings	Documentation of salaries paid and taxes withheld for employees	Retain for 7 years	Business Office
Authorization/Allocation Letters	Awards of federal financial aid to the College	Permanent	Financial Aid

Payroll Records	Documentation of payroll, payroll deduction authorizations, garnishment records, pre-payroll reports and payroll check registers	Retain 7 years after termination	Business Office and/or HR
Time Sheets	Documentation of hours worked by employees	Retain for 7 years	Business Office
Bank Records	Transactions recorded in the College bank accounts and their reconciliation to the general ledger.	Retain 7 years after end of fiscal year	Business Office
Employee Benefit Plan Files	Documentation on employee enrollment in benefit plans	Retain 7 years after termination of employment.	HR
Staff Appraisals, Promotion, Demotion and Discharge Documentation	Records documenting periodic evaluation, work performance and employment record of College staff	Retain 7 years after employee separation from College	HR

<p>Enforcement – Campus Incident Reports</p>	<p>Documentation of incidents that occur on campus that violate College and/or local laws and regulations. They contain case number, arrest report, incident report, date, time, complainant, address and details of the report (IAW Cleary Act)</p>	<p>5 years after graduation or separation</p>	<p>Student Life Office</p>
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Financial Records

General Type	Description	Retention Period	Location
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Financial Records – General	Budget worksheets, printouts, account books, ledger, purchase records, purchase orders, travel expense reports	7 years following the activity.	Business Office
Financial Records- Debt Financing	All documents related to debt financing	Permeant	Business Office
Financial Documentation	Tuition and fee info, annual endowment fund reports, annual financial statements	Permeant	Business Office and/or President's Office
Annuity Records	Records pertaining to the management of annuities	Permeant	Business Office

General College Records

General Type	Description	Retention Period	Comments
<p>Academic Committee Records</p>	<p>Minutes, reports and other materials generated by College- wide committees including charges, substantive correspondence and work product, and reports and documents about or related to the operation of college- wide committees or other offices around the College.</p>	<p>Permanent</p>	<p>Academic Affairs and/or President's Office</p>
<p>President's Records</p>	<p>Records related to proposals, historical reports and notes from meetings</p>	<p>Permanent</p>	<p>President's Office</p>

Student Records

General Type	Description	Retention Period	Location
Student Records – Admission Files	Application records for admission to the College created for undergraduate, graduate and transfer student applicants. The files may include	Permanent Registered students. Retain 2 years: Unregistered applicants.	Admissions Office and/or Academic Records Office
Student Records – Registrar	Student grades, transcripts, evaluations	Permanent	Academic Records Office
Student Records – Graduation Lists	Lists of individuals who have successfully completed the degree requirements and have been graduated from the College	Permanent	Academic Records Office

<p>Student Records – Registration</p>	<p>Documentation of a student’s course registration and changes to registration</p>	<p>Retain 6 months after the transaction is completed</p>	<p>Academic RecordsOffice</p>
<p>Student Records – Financial Aid</p>	<p>Records showing evidence of providing financial aid including financial aid applications, federal student aid forms, federal tax forms, award letters and confirmations, verification records, interview records, students scholarships, fellowships and awards</p>	<p>5 years after graduation or separation.</p>	<p>Financial Aid Office</p>

<p>Student Records – Health Services</p>	<p>Records include medical as well as mental health histories, clinical notes, immunization records, and related correspondence.</p>	<p>5 years after graduation or separation.</p>	<p>Student Life Office</p>
<p>Student Records – Student Discipline</p>	<p>Records relating to proceedings and decisions resulting from violations of the student conduct code, honor code, or other College policies</p>	<p>Suspensions and expulsions retained with the student’s permanent record. All other, retained 5 years.</p>	<p>Student Life Office</p>
<p>Student Records – Athletic Participation</p>	<p>Records, including photographs, awards, etc. related to student participation in athletics</p>	<p>Undefined period</p>	<p>Database</p>

<p>Student Records – Activities and Government</p>	<p>Records related to student participation in special activities, student clubs, associations, and the Student Senate. Records related to any student organization or club.</p>	<p>Undefined period</p>	<p>Database</p>
<p>Student Records – Career Counseling Office</p>	<p>Records related to an individual student such as counseling notes and letters of recommendation.</p>	<p>5 years after graduation or separation.</p>	<p>Student Life Office</p>

Personnel Records

General Type	Description	Retention Period	Comments
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<p>Employee Recruitment</p>	<p>Applications, Resumes, Position Announcements, Advertisements, Promotions, Opportunities to work overtime</p>	<p>1 year from date of personnel action to which any record relates</p>	<p>HR and/or Business Office</p>
<p>Employee Selection</p>	<p>Employment Tests, Physical Exams, Training Agreements, Hiring Documents, Records regarding Promotion, Demotion, Transfer, etc</p> <p>I9s (separate from official personnel file)</p>	<p>1 year from date of action to which the record relates.</p> <p>Training Docs- 3 years from the training program completion Retained for three years after initial date of hire, or one year after the date employment ends—whichever is later.</p>	<p>HR and/or Business Office</p>

Employee Compensation	Payroll records, Individual Contracts, Wage and Rate Tables, Work-Time Schedules, Child Labor Law Info,	3 years from date of termination	HR and/or Business Office
Employee Compensation	Tax Withholdings	4 years from date of filing tax return/report	HR and/or Business Office
Employee Benefit Plans	Plan information	Duration of plan and for at least 1 year after plans' termination	HR and/or Business Office
Discrimination Charge Investigations	Internal Complaints and terminations	1 year from termination	HR and/or Dean of Students
Discrimination Charge Investigations	Personnel Records concerning charges	Until final disposition of the charges	HR and/or Dean of Students

Discrimination Charge Investigations	Employment Records related to individual with disability	1 year from the date the record is made or the personnel action involved is taken, whichever occurs later	HR and/or Dean of Students
Discrimination Charge Investigations	Personnel Record for anyone who's employment was involuntarily terminated	1 year from the date of the termination	HR and/or Business Office
Employee Leave of Absence	Payroll information, FMLA records, FMLA policies	3 years from date the leave ended	HR and/or Business Office
Faculty Professional Papers	Records related to faculty teaching, curriculum, committee work, or biographical materials	Permanent	Faculty members are encouraged to contact the College Archives upon retirement because these records often have permanent value to the College.

Faculty Tenure and Promotion	All records related to appointment and subsequent history of individuals to join the faculty, including correspondence	Permanent	Academic Affairs Office
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Advancement Records

General Type	Description	Retention Period	Location
Constituent Records	Includes personal information about alumni, donors and friends of the college. Giving history, newspaper clippings, correspondence.	Permanent	Advancement/Alumni Office

Faculty Group Records

General Type	Description	Retention Period	Comments
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Faculty Group Records – General Office Records	Records related to the routine daily administration of the department including memoranda, meeting minutes, correspondence, and administration of programs	Until no longer administratively useful.	Stored by each faculty group
Course and Curriculum Records	Includes college catalogs/bulletins, course schedules, syllabi and course outlines	Permanent	Academic Affairs

Contract Records

General Type	Description	Retention Period	Comments
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Grant Administration	Records related to the administration of federal and other grants, contracts, sponsored research projects, and agreements from negotiation to final performance such as grants-in-aid, state contracted services, and vendor contracts.	7 years after final payment or completion of all obligations under the grant or contract and all subsequent renewals, whichever is later.	Business Office
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Computer Services

<i>General Type</i>	Description	Retention Period	Comments
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<p>Technology Inventory</p>	<p>This record may be used to inventory equipment, software, telephones, etc. It may contain the tag number, location, serial number, price, account source, etc.</p>	<p>ACT = until the annual report for the fiscal year in which the item was disposed is audited.</p>	
<p>Software License Agreements</p>	<p>These agreements define how many users are licensed to access each software application.</p>	<p>Expiration</p>	

<p>Internet Access Policies/Agreement</p>	<p>These documents define the terms of use and access of the Internet, information technology resources, vpn access, etc. The documents are used to generate user accounts for staff, teachers and students.</p>	<p>ACT = retain current documents for current users.</p>	
<p>Technology Service Requests</p>	<p>This record is used to document problems with equipment and to generate repair tickets. It may contain the user name, a description of the problem, the location of the equipment, the date/time the request was received and resolved, etc.</p>	<p>FY+3</p>	

<p>Technology Network Maps/Documents</p>	<p>These records are used to map and define the technology infrastructure and the wiring of phone lines. They may include security information, identification numbers, passwords, etc.</p>	<p>Until they are superseded.</p>	
<p>Communications</p>	<p>Some staff are issued 2-way radios, cell phones, pagers, etc. to facilitate communication. These files contain service contracts, employee contracts, FCC licenses, distribution lists, etc.</p>	<p>ACT = until the equipment is returned by the staff or disposed of.</p>	

<p>Technology Training</p>	<p>The information technology staff may conduct training about the use of computer software or equipment for school district employees. These files contain the curricula materials.</p>	<p>ACT = until course materials are superseded by a new version, or until the course is dropped entirely from the training curriculum.</p>	
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<p>Security Videos</p>	<p>Security systems record activity that takes place in select locations. The systems may be motion activated. Videotapes are often re-used in accordance with a regular rotation cycle, unless they are needed as evidence for an incident. This series applies to both analog and digital video recordings.</p>	<p>Creation + 14 days</p>	
<p>Student Directories</p>	<p>These directories list all students attending the school. They may contain grade, classroom, student name, address, phone number, etc.</p>	<p>ACT = while of reference value to MC</p>	

Faculty and Staff Directories	These district-wide guides are published annually, and identify the teacher's name, school, grade, phone number, and address.	ACT = while of reference value to MC	
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Facility Management Records

General Type	Description	Retention Period	Comments
BlueprintsManuals Warranties	As-Built Construction Plans	Life of building then 5yrs after final disposition of building	Facilities
BlueprintsManuals Warranties	Building Plans and Specifications	Life of building then 5yrs after final disposition of building	Facilities
BlueprintsManuals Warranties	Equipment and Operating Manuals	Until no longer useful	Facilities

BlueprintsManuals Warranties	Warranties	Life of the Warranty	Facilities
Compliance	EPA Audit and Compliance Records	Permanent	Facilities
InspectionTest	Annual Property Insurance Inspection	10 Years	Facilities
InspectionTest	Boiler Certificates	1 Year (shred when new cert is issued)	Facilities
InspectionTest	Elevator Inspection	1 Year (shred when new cert is issued)	Facilities
InspectionTest	Fire Alarm and Drill Records	3 Years	Facilities
InspectionTest	Fire Alarm Annual Inspection Report	Permanent	Facilities
InspectionTest	Fire Sprinkler System Annual Test Report	Permanent	Facilities
Plans andProcedures	Emergency Response Plans and Procedures	Until Superseded	Facilities
ReportsRecords Files	Asbestos RemovalRecords	Permanent	Facilities
ReportsRecords Files	Backflow PreventionReport	10 Years	Facilities
ReportsRecords Files	Bid and CompetitiveSelection Records	Until Completion of Project	Facilities
ReportsRecords Files	Estimates and Quotes	1 Year	Facilities
ReportsRecords Files	Capital Projects ConstructionRecords	Permanent	Facilities
ReportsRecords Files	Contracts andAgreements	10 Years	Facilities

ReportsRecords Files	Equipment Maintenance Records	Life of the Equipment	Facilities
ReportsRecords Files	Hazardous Chemical Waste Records	Permanent	Facilities
ReportsRecords Files	Incident Report(Security)	Permanent	Facilities
ReportsRecords Files	Safety Data Sheets(SDS)	Permanent	Facilities
ReportsRecords Files	Motor Vehicle Certificate of Title	Until Vehicle is Sold	Facilities
ReportsRecords Files	Motor Vehicle Maintenance Records	Until Vehicle is Sold	Facilities
ReportsRecords Files	Packing Slips	1 Month	Facilities
ReportsRecords Files	Project Files(General Construction)	5 Years	Facilities
ReportsRecords Files	Property Damage Reports	Permanent	Facilities
ReportsRecords Files	Purchase Orders	1 Year	Facilities
ReportsRecords Files	Space Utilization Report	Until Superseded	Facilities
ReportsRecords Files	Vehicle Accident Report	3 Years After Final Disposition of Vehicle	Facilities
ReportsRecords Files	Work Orders (completed)	3 Years	Facilities

ADM 355 – Workplace Breastfeeding Policy

ADM 355 Workplace Breastfeeding Policy

The Patient Protection and Affordable Care Act, enacted March 23, 2010, requires employers subject to the Fair Labor Standards Act to provide reasonable break time for an employee to express breast milk for a year after her child's birth.

Employers also must provide a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express milk. Examples of such "private spaces" include personal offices, conference rooms, break rooms or other areas with doors that can be locked and windows that can be covered.

How does McPherson College support working, nursing mothers?

Supporting employees who are nursing mothers by providing reasonable time and facilities for expressing milk while at work is good for McPherson College. It is entirely appropriate within the context of our organizational culture and wellness initiatives. Managers/supervisors/employees should work together to find the most appropriate and healthy solutions for employees needing time and a private space for expressing milk.

What are the benefits of feeding a baby breast milk?

- Baby receives the best possible nutrition.
- Baby forms a bond with mom.
- Baby is able to fight off illness better.
- Baby has fewer allergies.
- Baby is less likely to be overweight or develop diabetes.

What are the benefits for mom?

- Mom has more “one on one” time with her baby.
- Mom decreases her risk of developing certain cancers.
- Mom loses pregnancy weight quicker.
- Mom saves time since breast milk is always ready at the right temperature.
- Mom saves money since breast milk is free.
- Mom helps the environment since breast milk involves no cans, trash or waste.

If you have questions about providing reasonable time and a space for an employee to express milk, contact the Director of Human Resources at 620-242-0454.

If you have a need to alter a space within your existing workplace, such as adding a lock or installing privacy blinds to provide a private place, contact the Director of Facilities at 620-242-0470.

ADM 350 – Admission or Employment of Sexual Offenders Statement

ADM 350 Admission or Employment of Sexual Offenders Statement

McPherson College reserves the right to deny admission to any student or the employment of any individual, if in its judgment, the presence of that student or individual on campus poses an undue risk to the safety or security of the college or the college community. That judgment will be based on an individualized determination taking into account any

information the college has about a student's or individual's criminal record, the individual's college job, and the particular circumstances of the college, including, for example, the presence of a child care center, a public school or public school students on the campus.

If in the course of employment, an individual, such as a spouse/partner to a resident director, resides on campus, the College reserves the right to discontinue employment, if in its judgment, the presence of that spouse/partner on campus poses an undue risk to the safety or security of the college or the college community. Background checks are run on all college campus residents due to the employment of the spouse/partner or dependent.

Current students, college employees or college residents must notify a college administrator in writing within 3 days of a sexual offense conviction.

ADM 340 – Interoffice Relationships Policy

ADM 340 Interoffice Relationships Policy

McPherson College recognizes that consensual relationships may develop between employees from time to time. Although such consensual relationships are a matter of personal choice and privacy between the employees involved, McPherson College cannot tolerate any adverse effects that such relationships may have in the living/learning/working environment of the College and will impose appropriate disciplinary action if such adverse effects exist.

Anyone who engages in a sexual relationship with a person over whom he or she has any power or authority within the College structure must understand that the validity of the consent may be questioned. The disparity of power between persons involved in such relationships, whether between a teacher and student, supervisor and subordinate, or senior and junior colleagues in the same department or unit, makes these relationships susceptible to exploitation. Those who abuse their power in such a context violate their duty to the College community, which could result in disciplinary action, including separation from the College.

Therefore, any such relationship will be considered to have an adverse effect in the living/learning/working environment of the College if any one or more of the following have occurred.

This list is not all inclusive.

- The employees involved have a direct, indirect, or dotted-line reporting or supervisory relationship;
- It unreasonably interferes with or materially and/or adversely affects either of the employee's work performance, objectivity, judgment, professionalism, business reputation, or ability to conduct him/herself in an appropriate manner while at work;
- It unreasonably interferes with or materially and/or adversely affects the working environment of other employees;
- It results in sexual harassment or unfair treatment;
- It involves any student of the College
- It involves inappropriate use of the College's computers, electronic devices, mail, or electronic mail systems.

Any exception to this policy must be considered by the cabinet member of requesting staff or faculty.

ADM 100 – Introduction to Administrative Policies and Procedures

The Administrative portion of the online McPherson College Policy and Procedure Manual contains Policies and Procedures that are broad in nature, and generally campus-wide, rather than specific in nature as most Human Resources Policies are.

Many of the Policies found in the Administrative portion of the online Manual outline the philosophy of the College and provide direction in the Administration of the College. Some Policies are Operational in nature and do not fit in any of the other sections of the Manual and since they are campus-wide they fit best in the Administrative portion of the Manual.

ADM 105 – History and Background

Chartered in 1887 by leaders of the Church of the Brethren, McPherson College has a 116-year history of providing excellent liberal arts and career-oriented education shaped by the essential values of its founding denomination. The Church of the Brethren is a Christian denomination founded in Germany in 1708. It accepts the New Testament as the rule of faith and emphasizes the inherent value of all persons, the communal

discernment of truth, the necessity of putting faith into action, and the biblical calls to simplicity, nonviolence, nonconformity and transformation through education. Brethren strive to “continue the work of Jesus – peacefully and simply together.”

McPherson College’s programs integrate career guidance and practical experiences into a traditional liberal arts curriculum that upholds the highest standards of academic excellence. Our goal is to help students discern a vocational call consistent with their gifts and interests and to prepare them for a life of meaningful work.

Community is central to McPherson College. We affirm diversity within the community, emphasizing unity and acceptance rather than judgment and rejection. Because we believe that the pursuit of truth is a collective endeavor, and that the point of scholarly learning is to advance the common good, McPherson College aspires to be a healthy community of learning where whole persons nurture and balance their physical, intellectual, and spiritual components; develop and live in respectful, reciprocal relationships with others; and are committed to responsible service to the world.

ADM 140 – McPherson College Code of Ethics

To maintain the professional environment of an institution of higher education, any student, employee and guest, while on the college campus or while representing the college, shall maintain behavior that is becoming of a professional college environment.

In the pursuit of their professional activities, McPherson College Employees shall take into account not merely the scientific, technical, and economic considerations, but also the social, environmental and ethical implications of their work. The responsibility of McPherson College Employees for the sustainable welfare of the community is an integral part of our professional responsibility.

McPherson College Employees shall pursue the College's objectives in ways that are consistent with the College's mission.

McPherson College Employees shall be mindful of, and shall exercise reasonable care not to endanger, public health and safety.

McPherson College Employees shall respect and defend human rights, and shall actively take part in the working community. McPherson College Employees shall encourage fair and equitable treatment of all employees.

McPherson College Employees shall act in a manner that neither compromises nor impairs, nor is likely to compromise or impair, their professional integrity in the performance of their duties. In particular, they shall make all business agreements clear and fair. McPherson College Employees shall uphold equity and dignity and conduct their affairs faithfully.

McPherson College Employees shall maintain the confidentiality of all information in the College's possession that is given to the College in confidence, or is of a private or sensitive nature, to the extent it is possible to do so consistently with the law and with the best interests of McPherson College.

Relationship by family or marriage shall constitute neither an advantage nor a disadvantage to employment by McPherson College, provided the individual meets and fulfills the appropriate College employment standards. Without approval of the President, no individual shall have compensation approved by, or be assigned to a department under the direct supervision of, a relative as defined herein.

The College recognizes that there may be existing relationships that run contrary to this policy adopted on July 1, 1999. This policy is intended to prevent any new situations where relatives are employed in supervisory-subordinate relationships.

Under the above policy the following definitions are applicable:

A. **Relative** includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, grandparent-in-law, or domestic partner.

B. **Supervision** is generally defined as the authority to oversee the performance of another person's job duties. Supervision also includes the authority of an employee to schedule, assign, evaluate, commend, reward, promote, relieve, discipline, censure, demote, or remove another employee or substantially influence such actions for or against another employee.

There will be no video or audio recordings without the express permission of all involved parties except for the following:

1. Public events;
2. College sanctioned security cameras; or
3. By faculty and staff for educational or instructional purposes.

This prohibition includes student to student, employee to employee, employee to student and student to employee.

McPherson College Employees shall strive both to maintain and develop their professional competence and knowledge within their special fields, and to be aware of economic, scientific, technical, social, or other related disciplines relevant to their field of employment.

McPherson College Employees shall obey all valid laws and regulations relating to McPherson College's activities.

Any College employee who reports to outside agencies regarding conduct on the part of the College, or any of its employees, that he or she reasonably believes to be unlawful shall not be terminated or disciplined by the College. McPherson College employees are however encouraged to exhaust the College's internal remedies before involving outside agencies, insofar as this is reasonably possible.

The purpose of this Code of Ethics is to express high standards toward which McPherson College employees are expected to strive. It is not, however, to be interpreted as expressing or creating any legal duties owed by McPherson College or any McPherson College employee to any third parties. McPherson College understands that persons of good will may differ in their interpretation of the general standards expressed by this Code of Ethics.

This policy shall be reviewed periodically by the

Administrative Team.

ADM 160 – Changes in Policies and Procedures

McPherson College is a dynamic institution and changes in Policies and Procedures are expected to occur from time to time.

Changes in the Policies and Procedures outlined in this online Policy and Procedure System will be posted to the college's intranet site so that employees are kept current.

Recommendations from employees for change will be considered within the limits of available college resources.

ADM 170 – Nondiscrimination/Equal Employment Opportunity Statement

In accordance with state and federal law, McPherson College does not discriminate on the basis of race, creed, color, religion, national origin, ancestry, citizenship status, age, disability, sex, marital status, veteran status, genetic information, sexual orientation, or any other legally

protected characteristic, in the hiring process, during employment, and in the operation of all College programs, activities, and services, including, but not limited to, academics, athletics, other extracurricular activities, the awarding of student financial aid, recruitment, admissions, and housing.

Persons having inquiries concerning the College's compliance with this policy or any laws and regulations prohibiting discrimination are directed to contact the following:

- A current student or potential student with questions or concerns about any type of discrimination is encouraged to bring these issues to the attention of the Associate Vice President, Dean of Students, Dan Falk, (620) 242-0503, falkd@mcpherson.edu. Additionally, any member of the college's administration may be contacted with questions or concerns.
- An employee with questions or concerns about any type of discrimination in the workplace or an applicant, who has applied for an open position at McPherson College, is encouraged to bring these issues to the attention of the Director of Human Resources, who may be contacted at: (620) 242-0454 or stocklib@mcpherson.edu. Additionally, employees should feel free to raise concerns of discrimination with their immediate supervisors at any time.
- Questions or concerns regarding the College's compliance with Title IX and its prohibition of sex discrimination may be directed to the Title IX Coordinator. McPherson has designated the following Title IX Coordinator as named in the College's Sexual Harassment Policy.

Title IX Coordinator:

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460
(620) 242-0503
falkd@mcpherson.edu

The College has also designated the following Deputy Title IX Coordinator to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen
Dean of Faculty
(620) 242-0506
skillenm@mcpherson.edu

- For questions or concerns related to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act, please contact:

Office of Advising and Student Success

Linda Barrett

1600 East Euclid

McPherson College
McPherson KS 67460

barrettb@mcpherson.edu

620-242-0510

- For all other inquiries related to discrimination at the College, please contact:

Brenda Jill Stocklin-Smith, M.Ed.
1600 East Euclid
Human Resources
McPherson College
McPherson KS 67460
(620) 242-0454
stocklib@mcpherson.edu

- The U.S. Department of Education's Office for Civil Rights (OCR) enforces discrimination laws related to race, color, national origin, sex, disability, and age. Complaints related to these protected classes can also be filed with OCR by visiting:
<http://www2.ed.gov/about/offices/list/ocr/complaintintro.html>.

No individual will be subject to any form of retaliation, discipline, or other adverse action for reporting conduct in violation of the College's nondiscrimination/EE0 policy, assisting/cooperating in making a complaint, or assisting with the investigation of a complaint. Any individual who believes they have experienced or witnessed retaliation should immediately notify the appropriate member(s) of the administration as identified above. Those found to be engaging in any type of discrimination in violation of the law or College policy will be subject to disciplinary action, up to and including expulsion or termination of employment.

[Administrative Policy #180, Policy against Discrimination, Harassment and Retaliation and Complaint Procedures](#) explains the process for an individual to file a complaint.

In addition, the following policies and procedures are utilized by McPherson in addressing various forms of discrimination complaints:

- [Administrative Policy 150: Sexual Harassment Policy and Title IX Grievance Procedures](#)
- [Sexual Harassment Incident Report](#)
- [Administrative Policy 225: Americans with Disability \(ADA\) Reasonable Accommodation Policy](#)
- [Statement of Non-Discrimination and Confidentiality](#)
- [Accommodation Procedures, Office of Student Success](#)
- [Student Right-To-Know Information](#)

ADM 180 – McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedure

I. Commitment to Non-Discrimination, Non-Harassment and Non-Retaliation

The purpose of this policy is to uphold McPherson College's mission in preserving the fundamental dignity and rights of all individuals involved in campus activities.

Discrimination, harassment and retaliation on the basis of a protected category (see the Nondiscrimination/Equal Employment Opportunity Statement for an explanation of protected categories) are strictly prohibited. Persons who engage in such conduct are subject to discipline up to and including termination or dismissal.

Preventing prohibited discrimination, harassment and retaliation is the responsibility of all members of the College Community. Faculty, staff, and third parties should report a potential violation of this policy as soon as possible to the Director of Human Resources:

Brenda Jill Stocklin-Smith, M.Ed.

1600 East Euclid
Human Resources
McPherson College
McPherson KS 67460
(620) 242-0454
stocklib@mcpherson.edu

Students and prospective students should report a potential violation of this policy as soon as possible to the Associate VP for Student Affairs/Dean of Students listed below:

Dan Falk
Associate VP for Student Affairs/Dean of Students
McPherson College
1600 East Euclid
McPherson KS 67460
(620) 242-0503
falkd@mcpherson.edu

McPherson will respond to reports of perceived prohibited conduct in a reasonable, thorough, and prompt manner, as set forth below. If the College determines that discrimination, harassment, or retaliation has occurred, appropriate corrective and remedial actions will be taken.

II. Scope

This policy applies to reports of discrimination, harassment, and retaliation on the basis of a protected category, other than harassment and retaliation on the basis of sex, which are governed exclusively by the College's ADM #150 Sexual Harassment Policy And Title IX Grievance Procedures. This policy governs reports of discrimination, harassment, and retaliation in all the College's programs and activities and applies to all members of the College Community. It applies to discrimination, harassment, and retaliation that occurs on

campus, during or at an official College program or activity (regardless of location), and to off campus conduct when the conduct could deny or limit a person's ability to participate in or benefit from the College's programs and activities.

III. Prohibited Conduct

a. Discrimination

Discrimination is adverse treatment of an individual based on a protected category. It is a violation of this policy to discriminate on the basis of a protected status in any of the College's programs and activities. A list of protected categories is located in the Nondiscrimination/Equal Employment Opportunity Statement.

b. Harassment

Harassment consists of unwelcome verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward an employee, student, or other members of the College Community, including third-parties, because of a protected category. Harassment constitutes a form of prohibited discrimination if it denies or limits a person's ability to participate in or benefit from the College's programs and activities ("discriminatory harassment").

Examples of conduct prohibited by this policy may include, but are not limited to, jokes or pranks that are hostile or demeaning with regard to a person's protected status or have the purpose or effect of creating an intimidating, hostile, abusive or offensive working or academic environment.

c. Retaliation

The College prohibits retaliation against anyone for reporting discrimination or harassment, assisting in making a report,

cooperating in an investigation, or otherwise exercising their rights or responsibilities under this policy and applicable federal, state, and local laws. Retaliation prohibited by this policy consists of materially adverse action, such as disparaging comments, uncivil behavior, or other negative treatment of an employee, student, or other member of the College Community because a report has been made pursuant to this policy or because an individual otherwise cooperated with the College's investigation.

d. Sexual Harassment

The College's Sexual Harassment Policy and Title IX Grievance Procedures govern the reporting, investigation, and determination of reports of sexual harassment and related retaliation. All reports of sexual harassment, sexual assault, dating violence, domestic violence, stalking, and related retaliation will be investigated and resolved pursuant to the College's Sexual Harassment Policy And Title IX Grievance Procedures.

IV. Investigation and Resolution Procedures

a. Reports Alleging Misconduct By A Student

If a report of discrimination, harassment, or retaliation alleging misconduct on the part of a student is received, the report will be referred to the Dean of Students for investigation and resolution pursuant to the process for handling other types of student misconduct as contained in the Campus Judicial Procedure, available at:

<https://www.mcpherson.edu/wp-content/uploads/2020/01/1920StudentHandbook.pdf>

b. Reports Alleging Misconduct By Any Other Person

When a report of discrimination, harassment or retaliation alleging misconduct on the part of any other person is received, a College official will be designated to investigate the report. During the investigation, both the complainant and respondent will have the opportunity to identify witnesses and evidence. Investigations will be handled discreetly, with information shared only with those persons who need to know the information in order for there to be a full and fair investigation. The investigator may impose interim measures during the pendency of the investigation to protect and separate the parties.

The investigator will prepare a written report summarizing the results of the investigation and deliver it to the Director of Human Resources. The Director of Human Resources will review the report, consult with other College administrators and officials as the Director of Human Resources deems appropriate, and issue a determination as to whether or not the report of misconduct is substantiated and, if so, what remedial measures will be taken to address the misconduct, including discipline for the respondent or initiation of disciplinary proceedings pursuant to other applicable College policies (including, for example, initiation of disciplinary proceedings under Section FAC 490 of the Faculty Handbook). Substantiated incidents of conduct prohibited by this policy can lead to discipline up to and including termination or dismissal. The Director of Human Resource's determination is not subject to appeal or further review.

ADM 185 – Mandatory Reporting of Child Abuse and Neglect Policy

I. Presence of Minors on Campus

Minors may be present on the McPherson College campus or be participating in the College's programs and activities for a variety of reasons; visiting as prospective students, as participants on field trips or community service projects, or attending camps or athletic events. Whatever the reason for their presence, the College's personnel are to be particularly vigilant regarding their safety and security.

II. Definitions

- a. For purposes of reporting suspected abuse or neglect under this policy, a minor child is any person under the age of eighteen years old.
- b. For purposes of this policy, "employee" includes all faculty and staff, as well as volunteers and students who are working with minor children in a field experience, clinical environment, camp setting, or other similar situations (e.g., student teachers, camp counselors, etc.).

III. Reporting Suspected Abuse or Neglect

When any employee has reason to suspect that a child under 18 years of age has been or may be harmed as a result of has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse, the employee is required to report the matter promptly

to:

- a. Matt Skillen, VP for Academic Affairs, 1600 Euclid, Mohler Hall, McPherson, KS 67460, (620) 242-0506, ext. 2506 from on campus, skillenm@mcpherson.edu or Brenda Stocklin-Smith, Director of Human Resources, 1600 Euclid, Beeghly Hall, McPherson, KS 67460 (620) 242-0454, ext. 2454 from on campus, stocklib@mcpherson.edu
 - b. The Kansas Department for Children and Families at 1-800-922-5330 (or online at <http://www.dcf.ks.gov/services/PPS/Pages/KIPS/KIPSWebIntake.aspx>).
- The College will ensure that any employee making a report of child abuse or neglect is able to make an immediate report to the Kansas Department for Children and Families and will temporarily relieve the employee of other work duties so a report can be made.
 - Kansas law grants any person making a good faith report of suspected child abuse or neglect immunity from any liability, civil or criminal, that might otherwise result by reason of such action.

In the event of an emergency, call 911 immediately.

Nothing in this policy is intended to prevent non-employees, such as students and visitors, from making a report if they have reasonable cause to suspect that child abuse or neglect has occurred or may occur.

ADM 190 – Administrative Leave of Absence

The college president, or in her/his absence the college president's designee, may place any college employee on paid or unpaid administrative leave of absence. An example of the president's use of such authority could include placing an employee on paid administrative leave while conducting an internal investigation of allegations of a workplace violence incident or any other internal investigation.

The employee shall be notified of the reason s/he is being placed on an administrative leave of absence.

The college president shall collaborate with the Director of Human Resources and employee's supervisor in such actions.

This leave of absence is not part of the progressive discipline system but outcomes of the leave may result in disciplinary action against said employee.

ADM 192 – Family and Medical Leave Act (FMLA) Leave of Absence Policy

I. Purpose

The intent of this Policy is to allow employees to be absent from work in conformity with the Family and Medical Leave Act (FMLA) of 1993 as amended in 2008 and all interpretations shall comply with that intent.

II. Policy

1. Child birth, pregnancy or prenatal medical care;
 2. Placement of a child with the employee for adoption or foster care and in order to care for such child;
 3. To care for a spouse, son, daughter or parent with a serious health condition as described below;
 4. When the employee's own serious health condition, as described below, makes the employee unable to perform the functions of his or her position (A serious health condition is defined by this policy in section IV. Definitions G);
 5. For a qualifying exigency, and/or covered service member leave, as described below.
- Eligibility and Reasons for Leave

Employees who have worked for the College for at least twelve (12) months, over the last seven (7) years (need not be consecutive), and who have been employed for at least one thousand two hundred fifty (1,250) hours of service by the College during the previous twelve (12) months, are entitled to up to twelve (12) cumulative weeks of Family and Medical Leave (FML) per year (to be defined as a "rolling" 12-month period, except for covered service member leave which is for a single 12-month period) for any of the reasons listed below:

- B. This policy covers illnesses or conditions of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, this refers to a chronic or long-term health condition that results in a period of more than three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity, and a second visit within thirty (30) days of the incapacity. For chronic

conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year. This policy also covers qualifying exigency leave for eligible employees with a spouse, son, daughter, or parent on covered active duty in the Armed Forces in a foreign country, or called to covered active duty status in the National Guard or Reserves deployed to a foreign country. Eligible employees may use their twelve (12) week leave entitlement to address certain qualifying exigencies.

C. This policy also applies to qualifying military caregiver leave to care for a covered service member with an illness or injury incurred in or aggravated by the line of covered active duty. This leave may extend up to twenty-six (26) weeks in a single twelve (12) month period for an employee to care for a spouse, son, daughter, parent, or next of kin who is a covered service member with a serious illness or injury. A covered service member is a current member of the Armed Forces or Veteran of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties and is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or on the temporary disability retired list. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The Veteran's need for a caregiver includes medical treatment, recuperation or therapy for a serious injury or illness that occurred any time during the five years preceding the date of treatment, recuperation, or therapy.

D. Amount of Leave

An eligible employee can take up to twelve (12) weeks of

Family Medical Leave ("FML") for the circumstances noted above in Item A. 1. through Item A. 4. To determine the amount of eligible hours available to the employee, a rolling 12-month calendar timeframe will be used. This calculation measures backwards from the date of the employee's requested start date for FML leave. An eligible employee can take up to twenty-six (26) weeks of FML for the circumstances noted in item A.5. for covered service member leave during a single 12-month period with the amount of remaining leave calculated from the date leave is first used. If a husband and wife both work for the College and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If the husband and wife both work for the College and each wishes to take leave to care for a covered injured or ill service member, a combined twenty-six (26) weeks of covered service member leave may be taken. FML eligible employees injured on the job receiving Workers' Compensation will have this leave time tracked and deducted from FML entitlement.

E. Types of Leave – Continuous, Intermittent or Reduced Work Schedules

Leave may be taken in consecutive weeks, intermittently (for example, taking a day periodically when needed over the year), or under certain circumstances, to reduce the workweek or workday, resulting in a reduced work hour schedule. In all cases, the leave may not exceed a total of twelve (12) work weeks (or twenty-six (26) work weeks to care for an injured or ill service member over a 12-month period). Leave taken for the birth or placement of a child for adoption or foster care must be taken consecutively unless otherwise authorized by the employee's department. Leave for prenatal medical appointments may be taken intermittently. When undergoing

planned medical treatment, it is the employee's responsibility to coordinate the scheduling of such treatment with his/her immediate supervisor and the health care provider to minimize disruption to the College. When intermittent or reduced schedule leave is needed due to a foreseeable reason, The College may temporarily transfer an employee to an available alternative position if the alternative position would better accommodate the intermittent or reduced schedule. The alternative position will be equivalent in pay and benefits.

F. Use of Paid and Unpaid Leave:

1. Eligible accrued sick leave, vacation or compensatory time shall be utilized first. If an employee has less than twelve (12) weeks of eligible accrued paid leave, the balance of the leave shall be taken as unpaid leave. An eligible employee will utilize sick leave, then vacation, then unused and available paid holiday such as annual birthday and then shall remain in an unpaid status for the remainder of the leave. An employee on FML may work a second job as long as the employee meets the FML standard for leave from The College.
2. Birth, placement of a child for adoption or foster care. No permanent full time or permanent part time employee shall be compelled, coerced or ordered to begin leave at any time during the period of pregnancy, unless unable to perform the essential functions of the job. Entitlement to leave for this purpose expires twelve (12) months after the birth or placement of the child.
3. FML running concurrently with worker's compensation.

When FML is used concurrently with worker's compensation, employees may supplement worker's compensation wages with sick leave, vacation or

compensatory time, but are not required to do so. The employee is responsible for notifying Human Resources if they would like to supplement worker's compensation wages with sick leave, vacation, or compensatory time. The amount of sick or vacation pay used shall be the amount necessary to maintain the employee's approximate regular net payment.

G. Designation of Leave

Paid leave may be retroactively designated as FML by either the employee or the College if circumstances are such that the leave is unexpected or because the employee is on sick or vacation leave for an FMLA purpose and has not advised the College of said purpose. However, in no event may leave be so designated after the leave has ended, except as provided by law. The College has designated Workers' Compensation absences as FML hours.

H. Abuse

If the College finds intentional misuse of FML, employment may be terminated.

III. Procedures

Below is a summary of the basic FML procedures. This section is not an exhaustive list of all FML policy procedures.

- A. When an employee has a foreseeable need for FML, the employee must complete the Family Medical Leave Request for Leave Form. An employee may obtain, complete, and submit this form from/to the College Human Resources. If an unforeseeable need arises the employee may verbally notify Human Resources of the request and Human Resources will provide a paper copy of the request to the employee or employee designee for completion. When the need is foreseeable, the completed form must be submitted to Human Resources at least thirty (30) days prior to the commencement of the leave. If, due to

unforeseeable circumstances, it is impossible to give a full thirty (30) days notice, as much advance notice as possible is still required. Failure to comply with the above notice requirements may delay the onset of an employee's FML leave for a period of up to thirty (30) days. Human Resources will provide a written Notice of Eligibility and Rights & Responsibilities Form to the employee within five (5) business days when either 1) the Family Medical Leave Request for Leave Form is received, 2) a verbal request for FML is made by the employee, or 3) the Department acquires sufficient knowledge that an employee's absences may be for an FML qualifying reason. In cases such as those highlighted under item 3) above the department should notify HR within twenty-four (24) hours.

- B. It is the employee's responsibility to provide the appropriate Certification Form within fifteen (15) calendar days of receipt of the Notice of Eligibility and Rights & Responsibilities Form. The Certification of Health Care Provider Form is not required for the placement of a child for adoption or foster care; however documentation for the event will be required. The Certification Forms, provided with the Notice of Eligibility and Rights & Responsibilities Form, are also available from the College Human Resources. Failure to provide a completed Certification Form within the required time period may delay the onset of FML leave or result in a denial of FML. Human Resources will notify the Department and employee whether the leave has been approved or denied with a Designation Notice form within five (5) business days of receiving sufficient information to make the FML determination. Employees may authorize a Human Resources representative to contact their health care provider to authenticate and clarify any information provided in the Certification Form (Note: Employees can choose whether or not to authorize this action through the Family Medical Leave Request for

Leave Form). If deficiencies are found on an employee's Certification Form, Human Resources will contact the Employee and give them seven (7) calendar days, beginning the day after Human Resources contacts the employee, to clear any deficiencies as indicated through the provided Designation Notice. Deficiencies may include an incomplete Certification Form or the need for additional information and clarification by the employee's health care provider. In some cases where the employee has authorized Human Resources to contact their health care provider, Human Resources may contact the employee's health care provider directly to resolve any deficiencies. The College may require other medical opinions for determining eligibility under the provisions of this section. If Human Resources reasonably doubts the initial Certification Form provided by an employee, Human Resources may require an examination by a second health care provider at the College's expense. If the second health care provider's opinion conflicts with the original certification, Human Resources, again at the College's expense, may require a third, mutually agreed on, health care provider to conduct an examination and provide a final and binding opinion. The College may require subsequent medical recertification on a reasonable basis. All medical information related to FML will be considered confidential and available only to those with a legitimate need to know.

- C. Recertification is required for intermittent leave requests of more than six (6) months of leave time per Certification Form. When an employee is aware of the continuing need for intermittent leave, he or she must submit an updated Certification Form to Human Resources prior to expiration of the current Certification Form. A Recertification may also be requested if 1) an employee requests an extension of continuous leave; 2) circumstances described by the previous Certification

Form change (e.g. duration or frequency of absence, nature or severity of the illness, complications, a pattern of using unscheduled leave with scheduled days off); or 3) Human Resources receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification. When asked to submit an updated Certification Form for recertification the updated Certification Form must be returned to Human Resources within fifteen (15) calendar days of the request.

- D. In addition to providing Human Resources with a new Certification Form (Recertification) every six (6) months for those intermittent leave requests of more than six (6) months, individuals approved for intermittent leave must also provide Human Resources with an Annual Certification at the anniversary of their initial request for leave date. Human Resources will be in contact with the employee prior to their recertification and annual certification deadlines and assist the employee with this portion of the process.
- E. When an employee returns from FML, the College will attempt to return the employee to the position held prior to the leave. If this is not possible, the employee will be placed in an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If there are reductions in force while the employee is on FML, and the employee would have otherwise been included in those reductions had the employee remained, the employee loses their right to return to that position.
- F. Salaried employees in the highest paid ten percent of the College's work force may be denied reinstatement in their positions if it is shown that it would cause grievous economic harm to the College.
- G. The employee will be responsible for paying his or her share of the health insurance premium for the insurance to remain in effect during a FML. If an employee chooses

not to return to work from unpaid leave for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be liable for health insurance premiums paid by the College during the time of the FML.

- H. When employees return from leave due to their own serious health condition they are required to notify their department that they will be returning to work forty-eight (48) hours prior to their date of return so that proper planning may occur. Additionally, employees must provide a completed Return to Work Certification Form or provide an equivalent statement from their health care provider to Human Resources upon their return. Employees who fail to provide the Return to Work Certification form may not be permitted to resume work until this form is provided. Employees returning for all other FML events are required to provide only Section I. of the form.
- I. In some instances an employee's FML case may also be covered by the Americans with Disabilities Act (ADA). Human Resources will review these situations on a case-by-case basis. Employees should notify Human Resources with any requests for accommodations, restrictions or reassignment and Human Resources will work with the employee, department, and Human Resources to meet employee needs.
- J. When an employee has exhausted all FML and accrued paid leave and is unable to return to work, Human Resources will work with the employee and the department for an employment status review of options which may include termination.

IV. Definitions

For the purpose of this Policy, the following definitions, unless noted otherwise apply:

- A. Rolling Calendar Year – An eligible employee is entitled

to up to twelve weeks of leave per year, with year defined as a "rolling" twelve month period. Each time an employee takes FML leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

- B. Department – Any college department or office including faculty.
- C. Spouse - Is defined in accordance with applicable State Law.
- D. Parent - Includes biological parents and individuals who acted as the employee's parents.
- E. Son or Daughter - Includes biological, adopted or foster children, stepchildren, legal wards, and other persons for whom the employee acts in the capacity of a parent who are under eighteen (18) years of age. Children eighteen (18) years of age or older, but incapable of self care because of a mental or physical disability are within the meaning of the definition.
- F. In Loco Parentis – A child under the FMLA includes not only a biological or adopted child, but also a foster child, stepchild, a legal ward, or a child of a person standing in loco parentis. The FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for and financially support a child. Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FML leave.
- G. Serious Health Condition - Any illness, injury, impairment, physical or mental condition that involves: a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

1. Incapacity and treatment – Incapacity period of

more than three (3) consecutive calendar days and subsequent treatment or incapacity related to the condition. The subsequent treatments must be needed within thirty (30) days of the first day of incapacity and an in-patient visit to a health care provider must occur within seven (7) days of the first day of incapacity, or

2. Pregnancy or prenatal care and absences due to the condition; or
3. Chronic conditions – a condition that requires periodic visits for treatment at least twice per year by a health care provider , continues over an extended period of time, and could cause episodic incapacity (e.g., asthma, diabetes, epilepsy) and absences due to the condition ; or
4. Permanent or long-term conditions – a period of incapacity due to a condition for which treatment may not be effective. (e.g., Alzheimer’s, a sever stroke, or the terminal stages of a disease); or
5. Conditions requiring multiple treatments – any period of absence to receive multiple treatments by a health care provider for 1) restorative surgery; or 2) a condition that would likely result in a period of incapacity of more than 3 consecutive days if not treated, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis).

H. Health Care Provider - licensed medical doctors and osteopaths, podiatrists, dentists, clinical psychologists and clinical social workers, physician assistants, optometrists or chiropractors authorized to practice in the State, nurse practitioners and nurse-midwives authorized under State law and Christian Science practitioners.

I. The phrase “needed to care for a family member or covered service member” encompasses: 1) physical and\or

psychological care; and 2) when the employee is needed to fill in for another person providing care or to arrange for third party care of the family member or 3) intermittent or reduced schedule leave may be used because other care is normally available for the family member.

J. The phrase “unable to perform the functions of his/her job” - means an employee is: 1) unable to work at all or 2) unable to perform any one of the essential functions of his/her position. The term “function” means “the essential job duties of the employment position” and does not include the marginal functions of the position.

K. Serious Injury or Illness for a Covered Veteran – A serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank, or rating; or
2. A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
3. A physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been

enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

ADM 200 – Confidentiality

Since the college deals with very personal and confidential information, college employees hold a position of trust. All records, reports, memoranda, correspondence, and all other confidential information must be kept in strict confidence.

Discussion of your work should be limited to co-workers directly involved in handling a particular item of business.

ADM 210 – Workplace Violence

The safety and security of McPherson College employees, students, and visitors is of vital importance to the College. Therefore, acts or threats of physical violence including, but not limited to, intimidation, harassment or coercion, which may be directed towards another employee, visitor or student or affect the College or occur on College property, by an employee or representative of the College shall not be tolerated.

College property has been properly marked with the Kansas Attorney General's approved posting prohibiting concealed carry.

Individuals, other than law enforcement, shall not be allowed

to carry a weapon, regardless of license, onto College property or while otherwise engaged in the duties of College employment. Employees, with or without license, may not carry a weapon onto College property with the exception that the college, in accordance to Kan. Stat. Ann. 75-7c10(b) (1), cannot prohibit possession of a handgun by a licensed employee in her/his private means of conveyance, even if parked on the college's property or while engaged in the duties of College employment.

Employees should immediately report any behavior which may constitute a potentially violent situation to any College administrator.

A student in violation will be referred to the Dean of Students; an employee violation will be referred to the employee's supervisor. 911 should be called if a visitor is in violation of this policy. In the case of an illegal violent incident contact the local police by dialing 9+911 from any campus phone. Only law enforcement agencies should attempt to apprehend the offender. The College's Director of Facilities Management may be consulted on any campus violation.

An employee in violation of this policy may be placed on paid administrative leave of absence by the College president or in her/his absence, the president's designated representative, pending the results of an internal investigation.

Any employee who is found, after a proper investigation, to have been in violation of this policy shall be subject to disciplinary action, up to and including termination of employment. A violation of this policy is not considered to be a criminal violation but a violation of College policy. The employee will be notified of the action to be taken. The action to be taken will be reviewed by Human Resources with possible review by College legal counsel before it is communicated to the employee.

Definitions

For the purposes of this policy, acts of violence and threats of violence are defined, but not limited to:

- Any direct or indirect threat, behavior or action which suggests personal violation or endangers a person's safety, including but not limited to sexual assault, stalking, and verbal or non-verbal threats or intimidation or harassment. A direct or indirect threat of violence can be made in person, through electronic media, or by phone;
- Behavior likely to result in an act of aggression such as a display of escalating anger;
- Any act that is a physical battery including, but not limited to, beating, stabbing, shoving, kicking, throwing of objects, shooting, or rape; and/or
- Acts that destroy or damage property including, but not limited to, vandalism, arson, or sabotage.

An investigation of the reported incident will be completed by the College's Director of Facilities Management. The College will conduct any required investigation in a confidential manner and will inform only those persons, who have a legitimate need to know.

Documentation of the incident, and action taken, will be kept in a separate, confidential file in the College Human Resources office. A copy of any discipline including termination, which is a consequence of the investigation, shall be kept in the employee's Human Resources file.

In Case of Emergency:

Dial 9+911 on campus phones or 911 on a personal phone

Academic Affairs 620-242-0506 or extension 2506

Student Services 620-242-0501 or extension 2501

Advancement 620-242-0424 or extension 2424

Business Office 620-242-0451 or extension 2451

President's Office 620-242-0405 or extension 2405

Human Resources 620-242-0454 or extension 2454

ADM 220 – Employment At Will

The Handbook and its contents do not constitute an express or implied contract of employment. Unless otherwise provided in an express written contract, employment at the College is at will and may be terminated for any reason, with or without notice, by the College or by you, as an employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of McPherson College employees. Additionally, any employee who does not report to duty for three or more consecutive work days will be considered to have voluntarily resigned from said position.

Only the President of the College or his/her designee is authorized to bind the College to a written contract of employment.

McPherson College has certain standards of conduct and performance; therefore poor performance or misconduct may result in discipline up to and including termination. This does not constitute a change in the employee-at-will status.

ADM 225 – Americans with Disabilities (ADA) Reasonable Accommodation Policy

I. Purpose

The purpose of the Americans with Disabilities Act (ADA) Reasonable Accommodation Policy is to provide policy and procedures to ensure equal and effective opportunities for persons with disabilities and full compliance with the employment provisions of Titles I and II of the Americans with Disabilities Act, including the ADA Amendments Act of 2008.

II. Policy

The College is committed to providing equal access and opportunity to qualified persons with disabilities in all terms and conditions of employment and in all College programs and services. The College recognizes that in order to have equally effective employment opportunities and benefits, individuals with disabilities may need reasonable accommodation. The College will adhere to all applicable federal and state laws, regulations and guidelines with respect to providing reasonable accommodation, as necessary, to afford equal employment opportunity and equal access to programs, services, and benefits for qualified persons with disabilities. Questions regarding reasonable accommodation and/or discrimination on the basis of disability should be directed to the College Director of Human Resources.

III. Definitions

Disability with Respect to an Individual Means: A physical or mental impairment that substantially limits one or more major life activities; a record of having such an

impairment; or being regarded as having such impairment.

In addition, an individual may not be discriminated against due to association with a person who has, has a record of, or is regarded as having such impairment.

Major life activities are:

(1) Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(2) It also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

Regarded as having such an impairment means the absence of a physical or mental impairment but regarding or treating an individual as though such an impairment exists. An individual meets the requirement of being "regarded as having such an impairment" if the individual establishes that such individual has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. Being "regarded as" having an impairment shall not apply to impairments that are transitory or minor. A transitory impairment is an impairment with an actual or expected duration of six months or less. A reasonable accommodation or a reasonable modification to policies, practices or procedures need not be provided to an individual who only meets the "regarded as" definition of disability.

A Qualified Person with a Disability is a person who

satisfies the requisite skills, experience and other job-related requirements of the position and who, with or without reasonable accommodation, can perform the essential functions of the job.

Essential Functions are job duties that are fundamental to the position, not marginal to the position. Duties are what must be accomplished, not how the duties are performed. Essential functions are those job duties that are so fundamental to the position that the individual cannot do the job without being able to perform them. A function can be "essential" if, among other things, the position exists specifically to perform that function, there are a limited number of other employees who could perform the function if it were assigned to them, or the function is specialized and the employee is hired based on the ability to perform the function.

Reasonable Accommodation means modifications or adjustments to a job application process that enable a qualified person with a disability to be considered for a position OR modifications or adjustments to the job, work environment, or the way in which work is customarily performed that permit a qualified employee with a disability to perform the essential functions of the job or enjoy the benefits and privileges of employment equal to those of employees without disabilities.

Disability shall be construed in accordance with the following:

- (1) The definition of disability shall be construed in favor of broad coverage;
- (2) an impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability;
- (3) an impairment that is episodic or in remission is a disability if it would substantially limit a major life

activity when active; and

(4)

(A) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the beneficial effects of mitigating measures such as the following:

- (i) Medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eye glasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- (ii) use of assistive technology;
- (iii) reasonable accommodations or auxiliary aides or services; or
- (iv) learned behavioral or adaptive neurological modifications.

(B) The beneficial effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

(C) As used in this subparagraph:

- (i) "Ordinary eyeglasses or contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error; and
- (ii) "low-vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

Undue hardship means that a specific accommodation would require significant difficulty or expense. This determination, which must be made on a case-by-case basis, considers factors such as the nature and cost of the

accommodation needed and the impact of the accommodation on the operations of the College.

IV. Procedures

A. Employment Applicant Request for Accommodation:

1. All application materials shall be made available in alternative formats, upon request, according to the needs of a qualified person with a disability. The College jobs website shall include the following statement or its equivalent and applicants shall be notified that they can request reasonable accommodation for the application, testing and interview process as follows:

To request an ADA accommodation or for more information, please contact the [Director of Human Resources](#) at (620) 242-0454

2. Applicant requests for reasonable accommodation shall be made to the College Director of Human Resources.
3. Upon receiving a request for reasonable accommodation, the Director of Human Resources will evaluate the request and determine what, if any, accommodation is appropriate. To ensure that all reasonable accommodations have been considered, the Director of Human Resources will talk to the individual requesting the accommodation where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the College is choosing between different possible reasonable accommodations.
4. The Director of Human Resources may request medical documentation of the applicant's disability if the disability and/or the need for accommodation is not obvious. Documentation of an applicant's disability is confidential.
5. If an accommodation is appropriate, the Director of Human Resources will assist the hiring authority in

arranging the accommodation.

6. In cases where requests for accommodation are not approved such as the employee is not deemed eligible for an ADA accommodation, what reasonable accommodation is needed or was approved or there was a finding of hardship, the Director of Human Resources shall inform the applicant in writing of the decision and inform the applicant of the availability to appeal the decision to the College President.

B. Employment Interview Request for Accommodation:

1. Applicants who have received employment interview offers may make an accommodation request. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodation for a person's disability.
2. The Director of Human Resources may request documentation of the applicant's disability. Documentation of an applicant's disability is confidential.
3. The Director of Human Resources shall make a decision regarding the request and, if approved, arrange the accommodation. If the request is not approved such as the employee is not deemed eligible for an ADA accommodation, what reasonable accommodation is needed or was approved or there was a finding of hardship, the Director of Human Resources shall inform the applicant in writing of the decision and inform the applicant of the availability to appeal the decision to the College President.

C. Selected Applicant Request for Reasonable Accommodation:

1. After interviewing all applicants and evaluating all relevant, non-medical information, the hiring authority or designee makes a conditional offer of employment to the applicant who is determined to best match the needs

of the position. If necessary, the selected applicant may request reasonable accommodation to perform the essential functions of the job.

2. When the disability and/or the need for accommodation is not obvious, the Director of Human Resources may request medical documentation concerning the individual's status as a person with a disability and his or her functional limitations to verify the need for accommodation.
3. The Director of Human Resources will review the medical documentation to determine whether or not the person has a disability that qualifies under the ADA.
4. The Director of Human Resources, in consultation with the selected applicant, and hiring authority or designee, shall:
 - a. Ensure that the applicant is qualified to perform the essential functions of the job with or without reasonable accommodation.
 - b. Review to determine if the accommodation shall enable the individual to perform the essential functions of the job by:
 - i. Obtaining relevant job and task information through a job analysis;
 - ii. Determining if job duty or function is essential by review of analysis;
 - iii. Exploring job modification alternatives by consulting with the individual;
 - iv. Identifying barriers to job performance and assessing how accommodation could overcome those barriers;
 - v. Determining the most effective modification or adjustment for the individual.
 - c. Determine whether the reasonable accommodation would pose an undue hardship for the employer considering the nature and cost of the accommodation and the financial resources available.
 - d. The hiring authority or designee, in consultation

with the Director of Human Resources, shall consider the reasonableness of the proposed accommodation.

- e. If approved, implement a reasonable accommodation giving consideration to the preferences of the individual, or notify the individual that the requested accommodation is not reasonable. While the individual's preferences will be given consideration, the College is free to choose among reasonable accommodations.
- f. The individual may accept or reject the decision and/or the specific accommodations proposed. The individual may offer additional information and/or may propose alternative accommodations.
- g. The Director of Human Resources may consult with appropriate staff, managers, or technical specialists to decide if the proposed alternative is feasible or would cause an undue hardship for the College. The ultimate decision on which reasonable accommodation to provide shall, however, be the College's decision.
- h. The selected applicant, supervisor/manager/hiring authority or designee, and the College Director of Human Resources shall complete and sign a reasonable accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation.
- i. The individual may disagree with the decision or reject the accommodation offered and may appeal the decision to the College President. However, if the individual cannot perform the essential functions of the job as a result of the rejection, the accommodation process may cease.

D. Current Employee Request for Accommodation:

1. An employee who believes he/she needs reasonable accommodation to enable them to perform the essential functions of his/her job, or to enjoy the benefits and privileges of employment, shall inform the supervisor, or the College Director of Human Resources, of the need for an accommodation. When employee requests for accommodation are made to the supervisor, the supervisor shall contact the College Director of Human Resources for assistance.
2. The employee will meet with the College Director of Human Resources, who will explain the reasonable accommodation process and may request appropriate medical documentation if the disability and/or the need for accommodation is not obvious.
3. The College Director of Human Resources may request and evaluate information from the employee's medical professional to determine the existence of disability or the need for accommodations. Requests will include job-related limitation(s) created by the employee's disability. Medical records of the employee's condition shall be kept confidential in a locked file separate from the employee's personnel record. Limitations as a result of the condition will be provided to the employee's supervisor.
4. The College Director of Human Resources, in consultation with the employee and employee's supervisor, shall:
 - a. Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary;
 - b. Identify the potential accommodation(s) and assess the effectiveness of each in enabling the employee to perform the essential functions of the job; and,
 - c. Recommend the accommodation(s) that is most appropriate for both the individual and the employer. While the individual's preference will be given consideration, the College is free to

choose among reasonable accommodations.

5. To ensure that all effective accommodations have been considered, the College Director of Human Resources shall talk to the individual requesting the accommodation where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are choosing between different possible reasonable accommodations. The reasonable accommodation procedure is intended to be an interactive process, with the involvement of the employee requesting the accommodation.
6. The employee and the employee's supervisor and the College Director of Human Resources shall complete and sign a reasonable accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation, and make necessary adjustments.
7. If an employee who requested an accommodation disagrees with the recommended accommodation, he/she may appeal the decision to the College President.
8. After an accommodation is provided, the College Director of Human Resources will follow-up to evaluate the effectiveness of the accommodation.
9. If at any time there is a question about the continuing nature of an employee's reasonable accommodation, or if adjustments to the accommodation plan are necessary, the employee or the employee's supervisor shall contact the College Director of Human Resources.
10. Temporary conditions may be covered as disabilities depending on the duration and impact of the impairment and the extent it limits major life activities and shall be treated on a case-by-case basis.
11. Requests for leave or reassignment as a reasonable accommodation due to a disability will be considered on a case-by-case basis. Typically, these are considered the "accommodations of last resort" and only utilized in certain circumstances when other accommodations would

not be effective. Requests for leave or reassignment as an ADA accommodation should be directed to the College Director of Human Resources.

E. Medical Documentation:

1. Medical documentation may be requested by the Director of Human Resources only when the disability or need for accommodation is not obvious, or restrictions must be defined. Information from the employee's medical practitioner may be necessary to document the employee's job-related limitation(s) and to assist in determining an effective reasonable accommodation for the employee. The College Director of Human Resources will make all requests for medical documentation. The employee requesting an accommodation is responsible for providing the medical documentation requested. When additional information is needed, the College Director of Human Resources will request permission from the employee to contact their medical practitioner. Supervisors and managers may not request information about the employee's disability or have access to the employee's medical information other than restrictions imposed.
2. If the College Director of Human Resources finds the documentation insufficient to provide an accommodation, the College Director of Human Resources will explain why the documentation is insufficient and request more complete information from the employee and directly from the employee's medical practitioner if the employee provides a written release. If the employee still fails to provide sufficient documentation from their health care professional to substantiate that a disability exists and a reasonable accommodation is needed, The College may refuse to provide the accommodation or require the employee to be examined by an appropriate health care professional of the College's choice and at the College's expense.

3. An employee's failure to provide necessary documentation where it has been properly requested could result in a denial of reasonable accommodation.

F. Dissemination of Reasonable Accommodation Procedures

1. Copies of the reasonable accommodation policy shall be readily available to all College employees. The policy shall be posted on the College's intranet. It will also be available in a designated location such as the Director of Human Resources' office.
2. The College's reasonable accommodation policy shall be accessible to individuals with disabilities. Copies of the reasonable accommodation Policy will be made available in alternative formats, such as large print or Braille, on request by contacting the College Human Resources Director.

ADM 227 – McPherson College Animals on Campus including Service and Emotional Support

ADM 227 – McPherson College Animals on Campus including Service Animals, Emotional Support Animals and Pets

I. Statement of Policy

McPherson College supports the use of service animals and emotional support animals on campus by those with disabilities in appropriate circumstances and in accordance with this policy. McPherson College permits service, emotional support, certified therapy animals, and pets on campus within the bounds of this policy.

II. Definitions

A. Service Animals are defined under the Americans with Disabilities Act (“ADA”) as dogs that are individually trained to do work or perform tasks for people with disabilities. Service animals are working animals, not pets. The work or tasks performed must be directly related to the individual’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.

1. Examples of work or tasks that service animals perform include, but are not limited to: assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as books or the telephone, alerting a person to a sudden change in blood sugar levels, providing physical support and assistance with balance and stability to individuals with mobility disabilities, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

2. Miniature horses may also be considered service animals in certain situations.

B. Emotional Support Animals – An emotional support animal is a companion animal that provides therapeutic benefit, such as alleviating or mitigating symptoms of a person’s disability. Emotional support animals are not service animals. However, emotional support animals will be permitted in residential facilities with prior approval from the Royer Center for Academic Development and the Division of Student Affairs pursuant to the procedures and standards outlined below.

C. Pets – Pets are defined as a domestic or tamed animal that is kept for companionship.

D. Certified Therapy or Comfort Animals – Therapy dogs are dogs who go with their owners to volunteer in settings such as schools, hospitals, and nursing homes working to improve the

lives of other people. Therapy and comfort animals are not service animals.

E. Owner – A student or employee who has an approved animal on campus.

F. Handler – A student or employee with a disability that a service animal assists or a personal care attendant who handles the animal for a person with a disability.

III. Specific Procedures

A. Students

Policies and procedures regarding the use of service animals, emotional support animals, and pets by students can be found in the Student Handbook and Code of Conduct. Additional information can be sought from the Center for Academic Development and the Division of Student Affairs on the main level of Miller Library.

B. Employees and Visitors

1. Service Animals: Visitors to McPherson College to attend sporting events, concerts or other events visit a friend or relative or engage in other general activities are permitted to bring service animals onto campus without prior approval subject to the standards, responsibilities, and restrictions outlined below.

2. Employees who believe they require the use of a service animal as a workplace accommodation should reference ADM 225 Americans with Disabilities (ADA) Reasonable Accommodation Policy and may contact the Director of Human Resources/ADA Coordinator at (620) 242-0454.

3. Emotional Support Animals: Employees and visitors may not bring emotional support animals onto campus unless the employee has worked through the ADA reasonable accommodation process.

4. College departments may benefit by the presence of a certified therapy or comfort animal. Certified therapy or comfort animals must have approval by the Executive Director of Operations and the department supervisor to be present on campus and must comply with Section V below. These animals must have their certification and vaccination records on file

with the Executive Director of Operations.

5. Employees will not be allowed to bring their personal pet on campus during their regular work hours. College-wide exception to this includes:

1) college employees required to live on campus and perform duties for the college may have a personal pet as campus housing would be considered her/his home. The Executive Director of Operations shall be notified of any college employee who is housing a pet. These college employees must comply with a signed agreement of understanding and/or housing contract that lists the pet obligations and consequences of non-compliance with Section V below or

2) a college supervisor approves an employee's pet on campus during their regular works hours. The employee with approved pet shall comply with Section V below and understand the consequences of non-compliance. An approved pet for an employee must wear a rabies vaccination tag and up to date vaccination documentation must be provided to the Executive Director of Operations. Pets on campus during regular work hours must be on a leash at all times.

IV. General Standards for the Removal of Service Animals or the Disapproval/Removal of Certified Therapy or Comfort and Emotional Support Animals and Pets

A. Decisions to remove a service animal or disapprove/remove an emotional support animal or pet will be made on a case-by-case basis, taking into account all surrounding circumstances. However, the following general standards reflect reasons why an animal may be removed or disapproved:

1. The animal poses a direct threat to the health or safety of others. For example, the animal displays vicious behavior towards others or has a serious illness.

2. The animal disrupts the community or ability of students to sleep and study by making excessive noise.

3. The animal causes or would cause substantial physical damage to the property of the College and other community members, including but not limited to students, faculty,

staff, and visitors.

4. The animal poses an undue financial and administrative burden to the College.

5. The animal would fundamentally alter the nature of the College's housing and/or general operations.

6. The animal is out of control and the handler/owner does not take effective action to control it. If the out-of-control behavior happens repeatedly, the handler/owner may be prohibited from bringing the animal into College facilities until the handler/owner can demonstrate that he/she has taken significant steps to mitigate the behavior.

7. The animal is not housebroken.

8. The handler/owner does not abide by his/her responsibilities as outlined in Section V of this policy.

B. When an animal has been properly removed pursuant to this policy, McPherson College will work with the handler/owner to determine reasonable alternative opportunities to participate in the College's services, programs, and activities without having the animal on the premises.

V. Responsibilities of Handlers/Owners

A. Laws, Ordinances, and Policies – Handlers/owners are responsible for complying with all state laws and local animal ordinances and are subject to all College policies and guidelines regarding housing and residence life.

B. Proper Identification – All animals are subject to local licensing and registration requirements.

C. Health and Vaccination – Animals must be immunized against diseases common to that type of animal. All vaccinations must be current. These animals must wear a rabies vaccination tag and, in the case of emotional support animals and pets, vaccination documentation must be provided to the Division of Student Affairs prior to the animal being allowed into any residence hall. An approved pet for an employee must wear a rabies vaccination tag and up to date vaccination documentation must be provided to the Executive Director of Operations.

D. Caring for the Animal – The cost of care, arrangements, and

responsibilities for the well-being of the animal are the sole responsibility of the handler/owner at all times. McPherson College will accept no responsibility for the care of any animal covered by this policy.

1. Animals must be well groomed (residential facilities such as showers, tubs, sinks, and the like may not be used for this purpose).

2. Animals cannot be left unattended overnight at any time. If the handler/owner must be away, they must either take the animal with them or arrange for the animal to be cared for elsewhere off campus.

3. Animals cannot be confined to a vehicle, tethered, or abandoned at any time.

4. Regular and routine cleaning of floors, kennels, cages, etc. must occur. The odor of an animal emanating from a residence hall room is not acceptable.

E. Keeping the Animal Under Control – The animal should respond to voice and/or hand commands at all times and be fully controlled by the handler/owner.

F. Being Responsible for Damage Caused by the Animal – Handlers/owners are personally responsible for any damage caused by their animals and must take appropriate precautions to prevent property damage. The handler/owner will be required to pay for any damages caused by the animal.

1. An individual with an animal covered by this policy in a residence hall has an obligation to make sure that his/her residence is as clean and damage-free as the original standard, excepting normal wear and tear. When the individual moves out of residential housing or no longer owns the animal, the residence will be assessed to determine if damage to College property or extraordinary cleaning costs are attributable to the animal. If so, the owner will be financially responsible for associated costs.

2. The College maintains the right to conduct facility inspections for the purpose of assessing damage caused by the animal or otherwise determining the owner's compliance with this policy.

G. Being Responsible for Waste – Cleaning up after the animal is the sole responsibility of the handler/owner, and it must be done so immediately. In the event that the handler/owner is not physically able to clean up after the animal, it is then the responsibility of the handler/owner to hire someone capable of cleaning up after the animal.

H. Leash Requirements – Service animals should be on a leash at all times, unless the owner is unable to use a leash due to a disability or the use of the leash would interfere with the animal's ability to perform its duties. Emotional support animals and pets must be on a leash or in a crate when leaving a residence hall to go to an off-campus location.

I. Observing Good Animal Etiquette – To the greatest extent possible, the handler/owner should ensure that the animal does not display behaviors or make noises that are disruptive or frightening to others, unless it is part of the service being provided to the handler (e.g., barking to alert the handler of danger). The animal must possess friendly and sociable characteristics.

J. Other Conditions and Restrictions – In response to a particular situation, McPherson College reserves the right to impose other reasonable conditions or restrictions on the use of service animals and emotional support animals as necessary to ensure the health, safety, and reasonable enjoyment of College programs and activities by others.

VI. Other Information Specifically Related to Service Animals

A. Permitted Inquiries

1. In general, members of the McPherson community should not ask about the nature or extent of a person's disability. However, as permitted by the ADA, if it is not obvious that the animal is required because of a disability, the handler may be asked:

- a. If the animal is required because of a disability, and
- b. What work or task the animal has been trained to perform.

2. The handler should not be asked for documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, McPherson community members

should not make inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., if the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

B. Areas Off Limits to Service Animals

While service animals are generally allowed to go anywhere on campus that the handler is allowed to go, there are certain areas where the presence of a service animal fundamentally alters the nature of a program or activity or is disruptive. Examples of the areas that are off limits to service animals include:

a. Research Laboratories: The natural organisms carried by service animals may negatively affect the outcome of the research. At the same time, the chemicals and/or organisms used in the research may be harmful to service animals.

b. Mechanical Rooms/Custodial Closets: Mechanical rooms, such as boiler rooms, facility equipment rooms, electric closets, elevator control rooms and custodial closets, are off-limits to service animals. The machinery and/or chemicals in these rooms may be harmful to animals.

c. Food Preparation Areas: Food preparation areas are off limits to service animals per health codes.

d. Areas Where Protective Clothing is Necessary: Any room where protective clothing is worn is off-limits to service animals. Examples impacting students include the kiln, chemistry laboratories, wood shops and metal/machine shops.

e. Areas Where There is a Danger to the Service Animal: Any room, including classroom, where there are sharp metal cuttings or other sharp objects on the floor or protruding from a surface; where there is hot material on the floor (e.g., molten metal or glass); where there is a high level of

dust; or where there is moving machinery is off-limits to service animals.

f. Questions regarding areas that are off limits to service animals should be directed to the Academic Development, Executive Director of Operations or, in the laboratory setting, the laboratory instructor. Exceptions may be granted in some circumstances.

VII. Additional Matters

A. Concerns – Concerns regarding an animal covered by this policy may be brought to the attention of the Office of Academic Development, Student Affairs Division or the Executive Director of Operations.

1. Also, individuals with animals covered by this policy in residential housing should understand that issues may arise with other residents. The individual with the animal should be receptive to these concerns and, if necessary, contact the Division of Student Affairs for assistance in resolving the situation.

2. Other residents with minor concerns about an animal in their residence hall may discuss the matter with the owner/handler or talk with a representative of the Residence Life Staff. Major concerns should immediately be brought to the attention of the Division of Student Affairs.

3. Employees and visitors may also raise concerns about this policy with the Director of Human Resources at (620) 242-0454.

B. Grievances – If the decision is made to deny a request for or remove an animal covered by this policy, employees and visitors may informally discuss the situation with the College President in order to reach a resolution.

ADM 230 – Expenses & Expense Reimbursement

GENERAL:

It is expected that from time to time it will be necessary and appropriate for an employee, as a part of their assigned duties, to incur expenses on behalf of the College.

The College intends to pay, or reimburse employees, for all reasonable, necessary, and appropriate expenses in a timely manner. To ensure that College resources are used appropriately, this document sets forth the expectations associated with expense reimbursement.

POLICIES:

College Credit Card Policy

College credit cards are made available to various College employees to be used for the payment of the College expenses including lodging, car rental, meals, airline tickets, online purchases, and other miscellaneous expenses. These college credit cards are intended for business related expenses only and are not to be used for any other purpose such as personal expenses.

College Cash and Check Advance Policy

The College makes available from time to time cash or check advances to academic staff, administrative staff, and to certain authorized clubs to be used for the payment of the College expenses. These advances are intended for business related expenses only and are not to be used for any personal purchases.

Reimbursement Policy

Persons who incur expenses for College business are encouraged to incur the lowest practical and reasonable expenses that

effectively accomplish the intended purpose. College employees are expected to avoid impropriety, or the appearance of impropriety, in any expense. They must conduct College business with integrity, and in a manner that excludes consideration of personal advantage or creates a conflict of interest (or the appearance of such a conflict).

This policy applies to all college employees requesting reimbursement from the College, regardless of the source of funds. Departments may elect to impose additional controls over expenditures consistent with those required within this policy.

If there is any question regarding the potential appropriateness or necessity of an expenditure, please consult the Cabinet member responsible for your department or organization. You may also address such questions to the Business Manager.

Failure to abide by these policies and associated procedures, or inappropriate use of the College credit card, may result in the College refusing to pay or reimburse the expense. It may also result in the cancellation of the credit card. In any case of misuse, the College reserves the right to recover any monies from the employee and to take appropriate disciplinary action.

PROCEDURES:

College Credit Card Procedure

All charges listed on the credit card statement must be supported by original itemized receipts. For any online purchases, a screen print with itemized detail documents the charge. Each receipt should have hand-written comments stating the purpose of the purchase, the account code(s) to which the expense is to be charged, the signature of the individual submitting the receipt and the date it was signed.

Receipts for credit card purchases may be submitted as they

are incurred, but they must be submitted for the prior month's charges no later than the 10th of the current month. Each individual holding a College credit card will have his/her own individual folder located in the Business Office where credit card receipts will be filed. The business office will inform (via email or phone call/message) individuals of missing receipts or account codes. To facilitate timely payment of the credit card bill, the cardholder should provide the requested documentation within 3 weekdays or make other arrangements acceptable to the Business Office.

Once a reconciliation of receipts and credit card statements has been performed by the Business Office, those statements with supporting receipts will be submitted to credit card holder's supervisor for approval. Supervisors will then be required to resubmit those statements with a signature of approval (on the statement) to the Business Office in a timely manner.

Wal-Mart Card Procedure

The College provides for the use of a Wal-Mart charge card for College purchases. All charges listed on the Wal-Mart charge card must be supported by original itemized receipts. Each receipt should have hand-written comments stating the purpose of the purchase, the account code(s) to which the expense is to be charged, the signature of the individual submitting the receipt and the date it was signed. Wal-Mart charge card should be returned to the Business Office as soon as possible following its use.

Reimbursement Procedure

To receive reimbursement for out-of-pocket expenses, an employee must complete a reimbursement form (RF) electronically and submit it to the Business Office. (If a college credit card is used for all expenses, a RF is not required because credit card charges are not out of pocket expenses.)

Note to Faculty: This reimbursement procedure does not apply to faculty professional development expenses. Please continue to submit a Professional Development Attendance Report to the Provost's office.

Allowable expenses

Any amount listed for reimbursement must be for an allowable expense (necessary, reasonable, and customary for the stated business purpose) and the amount of the reimbursement request must be accurate. It must also reflect an out-of-pocket expense to the individual (i.e., it cannot have been charged to a college credit card, or otherwise paid by the College).

Basic Instructions for completion of RF:

Do

1. Complete all applicable fields
2. Explain business purpose clearly and concisely
3. Attached conference registration forms, overall conference agendas, etc. and whatever is needed to outline basis activities and schedule.
4. Attached all required itemized receipts for expenses claimed.
5. Double-check accuracy of mileage amounts.
6. Include explanatory comments for any unusual circumstances or costs
7. Obtain all needed signatures (including yours)
8. Whenever possible, submit the completed RF as soon as reasonably possible after incurring the expense and no later than 30 days after the expenditure.

Don't

1. List college credit card charges as reimbursable items

College Cash and Check Advances

Advances are funds issued to an individual to cover expected College expenditures. Cash advances will not exceed \$200.

Check advance will not exceed \$500.

To request a cash advance:

1. Complete a cash requisition form
2. Receive approval for cash advance from your supervisor
3. Submit form to the business office 5 business days prior to the need for the cash

To request a check advance:

1. Complete a check requisition form
2. Receive approval for cash advance from supervisor
3. Submit form to the business office 15 days prior to the need for the check

If an advance has been issued, a RF must be submitted within 15 days of the expense being incurred, with a check or cash attached if unused funds need to be returned.

Mileage Reimbursement Policy:

It is the policy of McPherson College to reimburse employees for expenses associated with the reasonable and necessary use of their privately owned vehicles in connection with College business. Prior approval by the employee's supervisor is required.

Occasional Rate:

Reimbursement will be made of a per mile basis at the Occasional Rate.

Effective January 1, 2019, the Occasional Rate is \$0.58 per mile and is subject to change.

This rate may be reviewed from time to time and shall be changed upon recommendation of the Business Manager, with the concurrence of the President.

Recurring Rate:

Some College employees are expected to drive a substantial number of miles on College business as a part of their recurring job duties during the course of a year (e.g., fundraisers, recruiters, etc.) The College will identify the positions and persons occupying these positions for reimbursement of expenses for mileage using a personal vehicle at a higher Recurring Rate.

Effective January 1, 2019, the Recurring Rate is \$0.58 per mile and is subject to change.

The Business Manager, in consultation with the appropriate Cabinet member, shall designate those positions and persons eligible for reimbursement at the Recurring Rate each year by July 1. Changes in the list may be made throughout the year as needed at the discretion of the Business Manager.

In situations where an employee is expected to drive significant miles on College business, the employee and their supervisor are encouraged to consider the use of rental cars as well as personal vehicles.

Miscellaneous:

Should an unusual situation arise, exceptions to these Policies and Procedures will be handled on a case by case basis following approval by the Business Manager and the individual's direct supervisor.

ADM 235 – Whistleblower

McPherson College imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and/or dishonesty, they should immediately advise their

supervisor or staff officer with whom they feel most comfortable, so the College can promptly investigate the matter.

In instances where a staff officer or a member of the board of directors is suspected of a fraudulent act, the president or vice president should ordinarily be informed. Depending on the accusations, however, a concerned staff member may wish to communicate directly with the chair of the board of trustees. The chair will in turn bring the matter to the attention of the audit committee for such action as the committee finds appropriate in the circumstances.

Employees bringing forward such information will be protected against any adverse employment action. Any employee who is found to have engaged in retaliation will be subject to severe disciplinary action, up to and including termination of employment.

ADM 240 – Military Recruiters

McPherson College's Statement of Mission expresses the College's dedication to providing "an environment shaped by the essential values of its founding denomination," the Church of the Brethren. Among these values are non-violence and peace. As one of the historic peace churches, the denomination has maintained its opposition to war and counsels its members against participation in the military. The Brethren also, as noted in the mission statement, "affirm diversity within the community," and the pursuit of truth is done "with respect for the consciences and value differences of others."

Thus the official policy of McPherson College is to permit official military recruiters on campus, but only when they are

specifically invited to visit with a member of the College community. Individual students may request such visits through the career services office and will be assigned a private room for an interview. There will be no general enlistment activities on campus. This includes posters, advertisements in College publications, special display tables or booths for recruitment materials, and commissioning ceremonies.

ADM 245 – Intellectual Property Policy

McPherson College is dedicated to the search for truth and to sharing the resulting knowledge for the common good of society. The college therefore encourages faculty, staff, and students to undertake creative and scholarly work and to apply an entrepreneurial mindset to the development of new and useful ideas, materials, products, devices, and services. Such creative and scholarly activity provides educational opportunities for students, advances the professional development of the individuals involved, enhances the reputation of the college, and contributes to the public welfare.

As a rule, the rights to intellectual property developed by students or employees as a result of creative, scholarly, or entrepreneurial activity remain exclusively with the individual or group of individuals responsible for developing that intellectual property. This is the case regardless of the college facilities, equipment, or financial resources used in the development process and regardless of the type of intellectual property. Inventions, discoveries, procedures, systems, concepts, methods, course materials, publications,

creative works—the rights to these and all other forms of intellectual property belong to those who develop them. In return for this expression of good faith, the college asks that those whose commercially profitable ideas or products have benefited from the use of college facilities or resources will consider a voluntary contribution to the college acknowledging the benefits received.

Joint ventures. In a few cases, the college may enter into a joint venture with a college employee or student. In such cases, the college's claim to any property rights or profits will be clearly described. Unless there is such a signed agreement, McPherson College will make no claims to the intellectual property of faculty or students.

Horizon Fund Recipients. McPherson College encourages students and faculty to pursue entrepreneurial activities through Horizon Fund Grants. Consistently with the intellectual property policy above, recipients of Horizon Fund Grants sign a form granting them exclusive rights to all generated revenue and any resulting intellectual property. In addition, the form makes it clear that the college has no legal liability for debts, financial loss, or other claims against grant recipients or their ventures. A copy of the release form is available from the coordinator of entrepreneurship or from the Office of the President.

ADM 280 – Information Technology Usage

This statement constitutes a college-wide policy for the appropriate use of all McPherson College computing and network

resources. It is intended to provide effective protection of individual users, equitable access, and proper management of those resources. These guidelines are intended to supplement, not replace, any and all existing laws, regulations, agreements, and contracts that apply to those resources.

Access to the McPherson College network and computer systems is granted subject to College policies and local, state and federal laws. Appropriate use should always be legal and ethical, reflect academic honesty and community standards, and show restraint in the consumption of shared resources. The use should demonstrate respect for intellectual property, ownership of data, system security, each individual's rights to privacy, freedom of speech, and freedom from intimidation and harassment.

McPherson College is not responsible for unlawful, unethical, or otherwise unacceptable use of the information technology environment, including computers and computer networks or other electronic communication systems.

It is the responsibility of every user to be aware of the possible effects of manipulating information in the electronic form, to understand the changeable nature of electronically stored information, and to continuously verify the integrity, correctness and completeness of all information that is compiled, created or used.

Use of McPherson College network and computer systems is conditioned upon compliance with this and other College policies and applicable laws. Though not exhaustive, the following is a partial list of activities that are **NOT** allowed:

- using facilities, accounts, access codes, privileges or information that you are not authorized to use;
- downloading or uploading substantial parts of copyrighted work without authority (see Penalties for

Copyright Infringement below)

- viewing, copying, altering, or destroying anyone's files without the individual's permission;
- representing yourself as another user;
- harassing others;
- creating and/or forwarding chain letters;
- viewing, posting or mailing obscene materials;
- playing games that interfere with academic or administrative use; or gambling at anytime.
- making, distributing, or using unauthorized copies of licensed software;
- unauthorized copying, reproducing or redistributing of another's text, photos, sound, video graphics, or information formats;
- obstructing another's work by consuming large amounts of system resources;
- introducing or producing destructive software (viruses, etc);
- attempting to cause or intentionally causing system crashes;
- running or configuring software or hardware to intentionally allow access by unauthorized users;
- attempting to circumvent or subvert any system's security measures;
- e-mailing unsolicited advertising or otherwise using College network and/or equipment for commercial gain;
- disrupting services, damaging files or intentionally damaging or destroying equipment, software or data belonging to others;
- using computing resources for unauthorized monitoring of electronic communications.

All users should report any improper usage of McPherson College's computers, networks or other information processing equipment to Computer Services, ext. 2456 or 620-242-0456.

For reasons of efficiency and security, McPherson College

reserves the right of access to all data contained on any computer equipment owned by the College. Employees are advised that, as against the College, they have no legitimate expectation of privacy with respect to their use of such equipment.

Persons in violation of this policy are subject to the full range of sanctions and discipline, up to and including termination. Some violations may constitute criminal offenses, under local, state or federal laws. The College will carry out its responsibility to report criminal offenses to the appropriate authorities.

Penalties for Copyright Infringement. Penalties for copyright infringement can be particularly severe. Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of copyrighted work without authority constitutes infringement, penalties for which include civil and criminal penalties.

In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorney's fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at: www.copyright.gov.

Legal alternatives to downloading copyrighted materials, both paid and free, are abundant on the Web. In addition to such well-known sources as Youtube, Vimeo, Netflix, Hulu, Pandora, Amazon Prime, iTunes, Apple Music, Spotify, Rdio, Rhapsody, et al., for streaming video and music, the following Web pages index a wide range of free, public domain or Creative Commons-licensed materials that can be used in student projects:

Images: [53+ Free Image Sources](#)

Audio: [Best Free and Legal Music Download Sites](#)

Video: [Free Video Sources](#)

ADM 300 – Library and Media Services

Miller Library is committed to supporting faculty, staff, and students in their classroom activities, independent research, personal development, and cultural and societal studies and to helping all students achieve information literacy, in general and in their specific areas of study. All staff members are therefore, entitled and encouraged to make full use of the resources and services available.

The McPherson College identification cards will permit you to borrow all circulating materials under the same policies applicable to students. All online resources are accessible on campus computers and off- campus by using your email address and password. Also, interlibrary loan and reference services are available. Please ask for assistance in Miller Library

and/or consult the Miller Library web pages for additional information.

ADM 310 – Parking

Licensed vehicles on campus are to be driven only on the streets and parked in areas designated for parking. Motor vehicle operators are to abide by traffic laws. Parking is available on College lots and surrounding streets.

All licensed vehicles owned or operated by students must be registered with the College. Registration occurs in the office of the Dean of Students and each registered vehicle will receive a sticker to be affixed to the windshield of the vehicle.

All vehicles are to be parked headed into the parking space.

Non-licensed, non-motorized vehicles (bikes, scooters, skateboards, etc.) may be used as transportation on campus. Please yield the right of way to pedestrians. Bike racks are located outside many buildings on campus. Bikes may be parked inside residence halls in designated bike storage areas or in a resident's room (provided the roommate concurs).

It is recommended that vehicles be locked at all times and that valuable items not be left in a visible location in a vehicle. It is also recommended that other forms of transportation (i.e. bikes) be locked when not in use.

Persons operating or parking a vehicle in a manner that violates the above policies are subject to disciplinary action imposed by the McPherson Police and/or the College. Inappropriate use of vehicles could result in a police

citation, towing of vehicles at the owner's expense, or other actions deemed appropriate by the City or the College.

Examples of illegal or inappropriate actions:

The following examples are not an exhaustive list; they are a representative sample of actions that do not comply with City or College vehicle policies.

- Parking or leaving a running vehicle next to a curb that is painted yellow, for any period of time. This includes areas such as the circle drive outside Mohler, Sport Center, and Metzler. The specified areas are designated to be kept clear for emergency vehicle access.
- Parking in a handicapped spot, for any period of time, without having appropriate vehicle identification (license plate, window sticker, etc.).
- Parking vehicles on College lots that are not eligible to be there (non-licensed vehicles, non-operating vehicles, etc.).
- Parking licensed vehicles anywhere on campus, other than parking lot
- Parking a vehicle inappropriately in a parking lot, in the triangle area at the end of a parking row, on a sidewalk, in an alley, or on a la Prohibited examples include a car backed into a parking space or parked at the end of a row where there is no space available.
- Parking vehicles, such as bikes, inside campus building Bikes can be parked in designated areas (if available); however parking in hallways or stairwells poses a danger to other people in the event of an emergency evacuation.
- Driving licensed vehicles on campus sidewalks or grassy are
- Riding bikes, skateboards, or scooters on raised concrete areas such as Harnley Garden, the library steps, gazebo, or the brick seats around the circle drive.

ADM 315 – McPherson College Risk Management Policies

The role of Risk Management is to make and implement decisions that will minimize the adverse effects of accidental losses as well as business losses to the College.

Responsibilities involve:

- Identification of risks and liability exposures by performing risk assessments and analysis with departments.
- Evaluation and selection of risk management techniques.
- Review of contractual agreements to transfer risk and liability exposures and ensure that insurance requirements are appropriate.
- Management of claims against the College involving bodily injury, property damage, automobile, and other types of losses.
- Administer and management of the College's Liability, Property, student health, and other programs through insurance and self-insurance programs.

The Office of Financial Services also works very closely with campus organizations and departments involving student and academic programs, travel-related matters, motor vehicle record checks for employees and students, student driver safety classes, certificates of insurance, and use of facilities.

Bus Chartering Procedures:

As of 2012, a new bus chartering policy is in place. In addition, the College has signed a contract with a single

provider and requires campus departments and student organizations to do business with this provider.

When a bus provider is hired, the only documentation a department should accept for signature from the provider is the "Confirmation" evidencing the date(s) of service, pick-up and drop-off information, cost and billing detail (total expense and deposit are determined between the provider and College department), description of vehicle, and it may contain other detail related directly to the trip. It must not include any provision stating that the College would be responsible for property damage, liability, negligence, etc.

Obtain certificates of insurance and request to be added as an additional insured under the chartering company's policy.

Invoices and Payments: Bus chartering invoicing and payments are on an as used basis.

Trip Cancellation Procedures:

In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances, the College will strive to notify the bus provider as soon as possible.

1. In cases where cancellation by the College of a trip occurs no less than six (6) hours before embarkation from the bus provider's workplace, there will be no trip and/or penalty charges assessed. Any prepaid trip deposit will be returned to the College.
2. In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances is less than six (6) hour notification, any penalty charges assessed will not equal the full cost of the planned trip. Such charge should be no larger than is needed to defray the bus provider's expenses, i.e. hourly compensation for the bus driver commuting to/from work site.
3. The College will work closely with the bus provider to confirm and schedule, with as much advance notice as

possible, all anticipated trips to ensure a positive working relationship. Transportation often occurs before or after normal 8:00 am – 5:00 pm business hours. Firm departure dates will be shared with the bus provider as soon as they are available, especially in the case of College Athletics department team trips.

Trip Tardiness/No Show

Should the coach or bus and driver arrive at the trip point of origin more than thirty (30) minutes late from the arranged time or not arrive at all, all charges connected with alternate arrangements, either made by McPherson College authorized personnel or the bus provider, will be the responsibility of the bus provider.

Driving College Owned and Rented Vehicles Including Safety and MVR Review

Only McPherson College faculty, staff, students and volunteers, who have an acceptable Motor Vehicle Record (MVR) and have been approved to drive a College Vehicle (College-owned, leased, or rented vehicles), by Facilities Management and Human Resources offices, are authorized to reserve and operate College Vehicles. Students are only allowed to operate a College Vehicle in the United States and its territories.

Minimum Age and Experience Requirements

The following minimum age and experience requirements apply to all individuals (employees, students, and volunteers) authorized to drive any vehicle on school business:

- Drivers of high occupancy vehicles must be at least 21 years of age *and* have been licensed for a minimum of three years prior to driving on school business.
- Drivers who require a Commercial Driver's License (CDL) (Class A, B, or C per statute) to perform their job

duties for the school must be at least 21 years of age *and* have been licensed for a minimum of three years prior to driving in a CDL capacity on school business. CDL drivers must comply with applicable requirements for medical certification and drug testing.

- Driver Licensing Requirements

- School employees, who drive on the job, must have a valid Driver's License, of the classification appropriate to the type of vehicle being driven.
- Foreign Drivers Licenses and International Drivers Licenses are not acceptable for driving on school business. Individuals with non-U.S. driver's licenses must obtain a valid US Driver's License prior to driving on school business.

Motor Vehicle Record Review

The school is required to review the Motor Vehicle Record (MVR) of all authorized drivers to evaluate their licensing status and citation history. Based on the MVR review, each driver's status is classified as acceptable, conditional, or unacceptable. This section describes the MVR review process and the point system used for assigning driver status.

- A standard MVR review includes the most recent 36 month period from the date of the request. If the full 36 month record is not reasonably available for review, the available record will be evaluated by Risk Management on a case-by-case basis. Citations that are more than 36 months in the past are not included in the review.
- MVR review is initially conducted for new hires as part of the school's background screening process.
- Standard MVR review is scheduled at least annually for all registered drivers. MVR review is also performed after any vehicle accident involving a school driver, on an increased frequency for conditional drivers, and on request from a supervisor if there is a reasonable basis for the request.

- All MVR reviews required for hiring decisions are conducted by Human Resources. Human Resources reviews the MVR and advises the hiring authority of the applicant's status as acceptable, conditional, or unacceptable, so this information can be incorporated into the hiring decision.
- In the event of an adverse finding only (conditional or unacceptable), RM&S forwards this information to the driver's supervisor and Department Head with any specific driving limitations and instructions that arise from the driver's MVR review.
- If MVR review outside the hiring process (students, volunteers, current employees) requires an out-of-state record for any portion of the 36 month driving record, the record must be obtained through Human Resources.
- MVR review information is considered a personnel record, and is therefore not subject to public records inspection or release unless required by subpoena, court order, or law. Each driver's Motor Vehicle Record (MVR) is evaluated using the point system outlined below:
 - For purposes of this Fleet Safety Policy, a **Moving Violation** is any citation issued for which the Motor Vehicle Division assigns points to the driver's record, except those listed below as Serious Violations. Examples include speeding, traffic control violations, failure to yield, etc.
 - Example of a **Serious Violation** includes any **conviction** for Driving Under the Influence (DUI), Reckless Driving, Racing on Highways, Aggressive Driving, Leaving the Scene of an accident, etc.

Moving Violation = 3 points

At Fault Accident = 4 points

ACCEPTABLE 4 or fewer points	CONDITIONAL 6–8 points	UNACCEPTABLE 9 or more points
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No more than one moving violation or at-fault accident in the last 36 months	More than one, but not more than two moving violations in the last 36 months	Three or more moving violations in the last 36 months OR any serious violation in the last 36 months
Example:	Example:	Example:
1 speeding ticket = 3 points	2 speeding tickets = 6 points	3 speeding tickets = 9 points 1 DUI
	1 At Fault Accident = 4 points	2 Speeding tickets and 1 At fault accident = 10 points
Acceptable=MVR	Any of these situations = Conditional MVR	Either situation = Unacceptable MVR

Requirements for Conditional or Unacceptable MVR Status

The following management actions are required for current school drivers who have a **Conditional** motor vehicle record:

- Upon determining that a school driver has a conditional MVR, RM&S will provide written notification to the driver’s supervisor and the Department Head, with instructions and the expected duration of conditional status, assuming no additional moving violations are received. The driver’s supervisor must obtain written authorization from their Department Head to allow the driver to continue driving on school business while their MVR is in conditional status. Conditional MVR drivers must complete defensive driving instruction as instructed by RM&S. While in conditional status, the MVR will be reviewed every 90 days to monitor if additional moving violations have occurred.
- Failure to maintain an acceptable or conditional driving record may result in the driver’s department taking action up to and including suspension or revocation of school driving privileges and/or termination of

employment.

The following management actions are required for current school drivers who have an **Unacceptable** motor vehicle record:

- Upon determining that a driver has an unacceptable MVR, RM&S will provide written notification to the driver's supervisor and Department Head with instructions and the expected duration of unacceptable MVR status, assuming no additional moving violations are received.
- The driver must be advised in writing by either the supervisor or Department Head that the driver is prohibited from driving any vehicle on school business until the driver receives written notification from their supervisor that their driving status has returned to either conditional or acceptable status. Drivers who transition from unacceptable to conditional status require written authorization to drive.
- A current MVR review must be conducted by RM&S prior to re-instatement of driving privileges.
- Failure to maintain an acceptable or conditional driving record may result in the driver's department taking action up to and including suspension or revocation of driving privileges and/or termination of employment.

The following management actions are required for **job applicants** who have either **Conditional** or **Unacceptable** MVRs:

- Human Resources will evaluate the MVR of job applicants as part of regular pre-hire background screening and will advise hiring departments and RM&S of a job applicant's MVR status.
- The hiring department is responsible for evaluating the essential functions of the job and determining whether to proceed with the hiring of the applicant.
- If an applicant is hired with a conditional MVR, then the requirements outlined above are immediately applicable upon hiring.

No applicant may drive on school business with an unacceptable driving record.

Student Driving (Undergraduate & Graduate Students)

The required age for driving outside the boundaries of McPherson County is a minimum of 21 years of age. Nontraditional students over 25 may drive 15-passenger vehicles. **Please note:** Student drivers must be relieved of driving responsibilities every 3 hours; if travel will exceed three (3) hours (one way), then two (2) approved drivers are required. .

Domestic Vehicle Rentals (United States), Including Puerto Rico

If renting a vehicle in the United States, including Puerto Rico, there is no need to purchase the Collision Damage Waiver that is offered by the rental agency. However, if an accident occurs that involves injuries or damage to the rental vehicle, another vehicle, or other property damage (to a structure, building, guardrail, etc.), it must be reported *immediately* to the local police agency, rental agency, and to the Financial Services Office at McPherson College, no matter how minor the injury or damage is.

International Vehicle Rentals

Employees who rent a vehicle outside of the United States, except for Canada, must purchase the Collision Damage Waiver offered by the rental agency. An employee must be an approved College driver prior to arranging for and operating a vehicle in another country and the approved College driver must meet all applicable laws in the country where operation of a vehicle will occur. Please review "Rental Vehicles Allowed" for the types of vehicles that are approved to be rented under the College name. Students are not allowed to operate vehicles outside of the United States, including Canada and Mexico.

Every accident with or without injuries, including any

property damage, needs to be reported *immediately* to the local police, the rental agency, and to the Offices of Public Safety and the Financial Services Office at McPherson College.

Refer to McPherson College Staff Policy, #6.08 Vehicle Rental and McPherson College Staff Policy #6.09 15-Passenger Van Rental.

Motor Vehicle Accident Reporting Procedures

In the event of an accident, which causes injury to persons or property, dial 911. Then contact your supervisor immediately.

For non personal injury or property damage accidents. please review the lease documentation in the vehicle's glove compartment. Then contact your supervisor immediately.

Rental Vehicles Allowed

If renting a vehicle from an outside rental agency (e.g., Enterprise, Hertz, Avis, an international agency, etc.), 15-passenger vans, minivans and compact, mid-size, and full-size cars can be rented under McPherson College policies.

If a department needs to rent a large vehicle for special purposes for domestic travel (e.g., a U-Haul van/truck), *please contact Financial Services prior to making any rental arrangements*; these requests will be reviewed on a case-by-case basis and will also need to be reviewed by the respective department's supervisor and possibly by others. Not all requests may be able to be accommodated. Only College employees who are approved College drivers and have sufficient experience driving large vehicles will be approved to operate such vehicles, as determined by Financial Services and the respective department's supervisor. Students are only permitted to drive smaller vehicles and in the United States only (e.g., sedan, minivan, etc.). It is common for a rental company to issue a rental agreement and request evidence of auto insurance from the College. A rental agreement is

considered a contract; therefore, it would be governed by the College's contract policy; only certain individuals at the College have signatory authority, which is stated in the contract policy.

Motor Vehicle Accident Deductibles

When an at-fault motor vehicle accident occurs involving a College Vehicle, the department will be charged an automobile insurance deductible to assist with covering the cost to repair the vehicle. The vehicle damage assessment is conducted by the McPherson College garage and by an outside automobile repair shop. The deductible that will be charged to a department will either be \$500 or \$1,000, which will depend on the type of College Vehicle. Only approved College drivers are authorized to operate a College Vehicle.

Transporting Individuals Not Affiliated with McPherson College

Individuals not affiliated with McPherson College should provide proof of health and automobile insurance prior to being transported in any college owned or rented vehicle.

Forms:

McPherson College Travel Form

The McPherson College Travel Form can be used by faculty and staff who are coordinating student events or trips as a way to ensure that important emergency contact, participant information, release of liability and medical information is on hand in the event of an emergency. The forms must be retained in a secure location in the relevant department/school for 3 years from the date of the event/trip for all participants who are age 18 and older and must be retained indefinitely for minors (those under age 18).

The McPherson College Travel Form is located on the college intranet under HR forms, McPherson College Travel Form.

McPherson College Travel Release of Liability Waiver

Each person participating in a college-related activity must sign a waiver and the event organizer must sign the waiver as a witness. Waivers must be retained in a secure location in the relevant department/school for 3 years from the date of the event for all participants who are age 18 and older and must be retained indefinitely for minors (those under age 18).

A release of liability waiver form is located on the college intranet under HR forms, McPherson College Travel Release of Liability Waiver.

Injuries:

If an injury occurs on campus:

- Students: Office of Student Life
- Visitors: Facilities Director
- Employees: Human Resources Office

If an injury occurs to a student or employee during travel (off campus) for any College-sanctioned trip, please notify the Academic Affairs Office.

If an employee is injured, the Workers' Comp First Report of Injury Form must be completed within 24 hours and submitted to the Human Resources office. The Workers' Comp First Report of Injury Form is located on the college intranet under HR Forms, Workers' Compensation. Workers' Compensation insurance covers those who are injured or become ill as a direct result of their job. Questions may be forward to Human Resources.

Insurance:

Insurance Requirements for Vendors (SUBJECT TO CHANGE DEPENDING ON SCOPE OF WORK). These requirements do not apply to construction projects.

McPherson College requires Certificate(s) of Insurance be on

file with our Financial Services Office for review and approval prior to the commencement of any work by your firm. Mailing address is McPherson College, 1600 East Euclid, McPherson KS 67460.

McPherson College brokers with IMA in Wichita, KS for its insurance.

1. The standard insurance requirements are as follows

Vendor agrees to obtain and maintain in full force and effect the following insurance (at Vendor's own expense to cover activities of Vendor and its agents, subcontractors and/or employees) before commencement of any awarded work and throughout the duration of the Agreement: **Commercial General Liability** insurance on an occurrence form, including broad form blanket contractual liability coverage, for claims arising in connection to this Agreement for personal injury, bodily injury, and property damage, including products and completed operations, with available limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate. **Comprehensive Automobile Liability Insurance** covering all owned, non-owned and hired vehicles with limits of liability not less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage. **Umbrella/Excess Liability Insurance** over all underlying exposures with limits of not less than \$5,000,000 per occurrence. **Workers' Compensation** policies, including Coverage B Employer's Liability, in full compliance with the Workers' Compensation Laws of the State of Kansas and all states where the work is performed or in which a claim shall be presented. If employer is located or resides outside the State of Kansas, the certificate must evidence the policy coverage applies to All States.

2. In addition, and if applicable to the scope of work by

Vendor, the following insurance policies may also be required: Professional Liability/Errors & Omissions Insurance and/or Technology Services Errors & Omissions/Technology Products Errors & Omissions with minimum limits of not less than \$1,000,000 limit and in the annual aggregate (or higher limits may be required), inclusive of defense costs, and must indicate if it provides occurrence or claims-made coverage. If Professional Liability coverage is written on a claims-made form, coverage must be maintained for a minimum of three years after completion of contract. If Professional Liability policy has a self-insured retention or deductible greater than \$25,000 it is required that an audited financial statement be submitted for review. Any insurance written on a claims-made form must indicate retro date. McPherson College must be named as an additional insured under Professional Liability/Errors & Omissions Insurance and/or Technology Services Errors & Omissions/Technology Products Errors & Omissions policy. Further, an appropriate **endorsement** deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by College for a wrongful act of Vendor.**Cyber Liability Insurance** requirements are the following, but the policy limits may change depending on the scope of work and cyber exposures. Network Security / Privacy Liability with breach response coverage: Liability should have a minimum of \$1,000,000 limit and in the annual aggregate and include breach response, inclusive of defense costs. If cyber liability policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement. McPherson College must be named as an additional insured under the cyber policy. Further, an appropriate **endorsement** deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by College for a wrongful act of

Vendor. **Commercial Crime Insurance/Employee Dishonesty Coverage** for loss of money, securities and other tangible property belonging to McPherson College, or for which such money, securities and other tangible property McPherson College is legally liable for, resulting directly from a fraudulent or dishonest act by Vendor's employee, or a Vendor's subcontracted employee, while performing professional services for McPherson College, in an amount not less than \$100,000 (limit may change depending on work performed for College) for any one loss or occurrence. Coverage will also extend to Third-Party Customer Extension, along with a Loss Payee Provision.

3. **For ALL policies required**

All insurance carriers shall be licensed in the State of Kansas, acceptable to McPherson College, and with a minimum rating of "A-," Class VII in Best's Key Rating Guide published by A.M. Best and Company, Inc. Insurance shall be on a **yearly basis** written for not less than any amounts of liability specified as part of this contract. The insurance may be provided in a policy or policies. The terms of all insurance shall be acceptable to the College. The limits of liability shall be as stated herein, unless prior to commencement of any work written approval is granted by the College for variance from those limits. Each insurance policy required to be provided, with the exception of the Workers' Compensation and Employer's Liability, shall be endorsed to name as additional insured McPherson College, their directors, members, officers, employees, students, and all other persons or entities as may be reasonably required by McPherson College (see separate requirements for Professional Liability and Cyber Liability policies above). The coverage afforded the additional insured under these policies shall be primary insurance and shall include Products and Completed Operations coverage. Additional insured endorsement CG

2010 and CG 2037 or its equivalent, without modification, is mandatory providing additional insured status to the College including Completed Operations coverage. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess, secondary and non-contributory basis. Waiver of Subrogation for General Liability policy and Auto Liability policy must be included and Vendor shall waive all rights of recovery, under subrogation or otherwise, against McPherson College, and will be stated as such on the Certificate of Insurance. Vendor shall furnish to McPherson College a Certificate(s) of Insurance evidencing all insurance as required herein and must contain a provision the coverage and limits of liability afforded under the policies shall not be materially altered, non-renewed, canceled, reduced or allowed to expire without thirty (30) days prior written notice to the certificate holder. Submittals of any of the foregoing documentation may also be required for any subcontractors. Subcontracting is allowable only with prior approval of the College. Vendor and subcontractors must abide by necessary procedures, requirements and regulations outlined in the contract.

Certificates of Insurance

A Certificate of Insurance is a document that evidences specific insurance coverage. The Certificate provides verification of the insurance and contains information on an insured's policies including; limits of coverage, insurance company name, policy number, named insured, additional insured, the policy effective/term dates, etc. A certificate is provided to third parties who require it in the course of doing business with the insured party.

Certificates are usually requested by opposite parties in an agreement, contract, or transaction to make certain the other party has the appropriate insurance

coverage.

The College's insurance requirements for third parties are subject to change depending on the scope of work. If you have any questions, please contact Financial Services. McPherson College requires a Certificate of Insurance when the College contracts with an outside party.

There will be times when College departments are required to provide a Certificate of Insurance to a third party for an off-campus event or activity. Please complete the Certificate of Insurance Request Form below at least 10 days prior to the scheduled event.

Student Health Insurance

All athletes and international McPherson College students are required to carry student health insurance. They can purchase this from the college if needed. It is preferred that all students be covered by student health insurance of some type. We prefer the international students purchase this insurance even though they may have a policy that is accepted in the US.

Property and Liability:

McPherson College protects its assets through a Property Insurance Plan brokered with IMA, Wichita, KS. This involves the College purchasing insurance to protect against risks, such as fire, weather damage, or theft, and also insures for a broad scope of property losses, such as computers, equipment, and building contents, as well as for third-party liability losses. Insurance deductibles may also apply. All damage to or loss of College-owned property is to be reported to Financial Services immediately to determine if the loss is insured, self-insured, or qualifies for a third-party claim.

Personal Property is Not Considered College-owned property. Therefore, it is not covered by the College's Property Insurance Plan.

Computer Theft or Damage

The College maintains an insurance program to cover the theft of College-owned computer equipment. In each instance of theft or damage, the department must report the details of the occurrence immediately to Financial Services and Information Technology Services. Details must include the date; time and location of loss; and equipment type and identification.

Travel:

Financial Services works closely with campus departments on domestic and international travel arrangements. This involves faculty and staff who travel with students for academic programs, student organizations, sport teams, etc. Financial Services will assist with identifying risks associated with your travel, and then recommend how to implement risk management techniques, such as contracts, insurance, transportation methods, etc.

Domestic Travel:

Travel resources include:

- ADM230 Expenses & Expense Reimbursement
- ADM 315 Risk Management Policies
- Staff Policy 6.08 Vehicle Rental
- Staff Policy 5.09 15-Passenger Van Rental
- McPherson College Travel Form
- Release of Liability Waiver

International Travel

For all International travel, please contact the Office of Academic Affairs.

All McPherson College faculty, staff, and students are covered by insurance for medical and evacuation emergencies.

Contracts:

Overview

Many McPherson College employees, in the course of their regular work for the institution, are faced with the need to negotiate and execute contracts which legally bind the College. This policy and contract management guide is intended to provide those employees with a framework for understanding the specifics of the contract creation, review and acceptance process; the essential elements which should be incorporated into all contracts to which the College is a party; and the limits, constraints, authorities, and approvals required before a contract can be executed on behalf of McPherson College.

Reason for Policy

Because all contracts create legally binding obligations, entering into a contract exposes College resources and College employees themselves to certain statutory and legal risks. To protect against this risk exposure, it is essential that departments or individual administrators intending to enter into a contract with outside parties follow established procedures with regard to responsibility and authority to execute contracts (including financial limits) as well as review procedures designed to ensure that proper contract requirements and approvals have been satisfied.

(A) Policy Statement

Contracts entered into on behalf of McPherson College must be reviewed and approved by designated College personnel to ensure compliance with established College policy regarding contract language and stipulations. Contracts may only be executed by College designated signatories as specified in

this policy.

The Performance of Work, Ordering of Goods, or Contracting of Services encompassed by a contract between McPherson College and a third-party vendor should under no circumstances commence prior to the review and approval of a formal contract as set forth in this policy document.

(B) Definitions

Contract – A legally enforceable agreement, contract, lease, or license between two or more parties (for the purpose of this policy, letters of intent and purchase orders, whether or not legally enforceable, should be treated as contracts).

Included in this definition are:

- Contracts for the purchase (or the provision by the College) of goods and services (including purchase orders);
- Contracts for the purchase (or sale by the College) of real property;
- Contracts for the construction, renovation or maintenance of new or existing facilities;
- Contracts for the purchase (or sale by the College) of investments;
- Contracts to borrow funds (debt) or establish lines of credit;
- Contracts to establish annuity arrangements with donors;
- Contracts for the engagement of performers or entertainers;
- Contracts for the purchase (or sale by the College) of professional services;
- Contracts for the purchase or use (or sale by the College) of patents or intellectual property;
- Contracts between a governmental agency or private funding source and the College for external funding of research projects or other activities;

- Contracts/agreements for student workers with outside agencies to participate in volunteer activities or “service learning”;
- Contracts for the use of College resources or facilities such as athletic venues, dining facilities, or other owned College properties;
- Contracts to lease facilities for college use.
- Contracts or subcontracts with another educational institution to participate in funding for research (or to subcontract funded research)

Signatory Authority -The authority of specifically designated (groups of) employees/representatives to sign on behalf of the College according to the tiers of financial limits or limits established in the corporate resolution set forth by this Contract Policy.

Delegated Signatory Approval-The delegation of signatory authority to authorized representatives to execute contracts on behalf of a College department where the total contract amount is less than \$50,000.00. Signatory approval may be granted to employees by the terms of this Contract Policy or in letter form by the President or a Vice President for Finance of the College.

Sponsored Activities -All grant funding agreements should be signed by the Vice President for Finance or a designated member of the finance staff.

(C) Policy: Contract Requirements, Mandatory Clauses, and Contract Exclusions

Insurance—The College requires certain minimum levels of insurance coverage in each of several areas for any parties contracting with McPherson College and contracting parties should attest to such coverage within the language of any contract, in addition to providing requisite certificates under McPherson insurance requirements(see Insurance

attachment):

- General Liability including Products and Completed Operations: Minimum \$1,000,000.00
- Automobile Liability: Minimum \$1,000,000 Combined Single Limit (if operating vehicles or driving on McPherson campus or McPherson-owned or rented property.
- Workers Compensation: required for all parties performing work on College-owned or rented property.

Insurance amounts required may be higher for architects and contractors or others on major projects whose value exceeds \$5,000,000.00 and the College may further require that umbrella liability coverage be in place and acknowledged within contract language.

Note: The College itself may be required to provide general liability insurance when using a third party's real estate or equipment, to insure art work or equipment we are renting or leasing, or to insure vehicles we are renting. Where such insurance is required of McPherson College by a contract, the initiating employee should be in contact with the Vice President for Finance for guidance and documentation before executing any contract on behalf of the College.

Indemnification Clause-Any contracts executed on behalf of McPherson College should include an indemnification clause intended to protect the College against negligent acts by the contracting third party. Such clause should contain the following language:

[Contracting Party] agrees to defend, indemnify, and hold harmless McPherson College, its respective affiliates, contractors, officers, directors, trustee, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of [Contracting Party], its

affiliates, contractors, officers, directors, trustees, employees or agents.

Independent Contractor Clause—Any contracts executed on behalf of McPherson College should include an independent contractor clause to ensure against the contracting party alleging employment status with the College. Such clause should contain the following language:

Neither [Contracting Party]__, nor any person assisting [Contracting Party]_ in its obligations under this agreement, shall be deemed to be an employee of McPherson College. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between [Contracting Party]_ and McPherson College. Neither [Contracting Party]__, nor any other person assisting [Contracting Party]__, shall be covered by an employee benefit program maintained by McPherson College including, but not limited to, health insurance and worker's compensation benefits.

Identification of McPherson College-The College shall be identified as **McPherson College** in all contracts and agreements. The **official address** for the College shall be **Office of the Vice President for Finance, 1600 E Euclid St, McPherson College, McPherson, Kansas 67460**. Contracts executed on behalf of the College should specify a primary contact person for all subscribing parties as well as phone and fax numbers for such contact persons.

Legal Counsel Review-If a prospective contract/agreement includes provisions:

- that pose substantial monetary, legal, or physical risks to the College;
- that contain non-standard clauses with which the College representative is not familiar or comfortable;
- that touch upon highly technical conditions, scope of

work, or specific guarantees of performance

the Financial Services should be contacted to ascertain if outside counsel should be consulted prior to execution of the contract.

Contact with outside counsel for the purpose of contract review, should only be initiated through the Financial Services.

Entire Agreement Clause-The College requires that contracts include an entire agreement clause that clearly states that the written contract constitutes the whole agreement and that no verbal or side agreements will be acceptable or enforceable.

Force Majeure Clause-Contracts should contain a “force majeure” clause that addresses delay in performance or inability to perform caused by forces beyond the parties control (war, acts of god, natural disasters, etc.).

Governing Law Clause-The College requires that contracts specify that all contract provisions are governed by the laws of the State of Kansas.

Termination in Event of Default Clause-The College requires that contracts incorporate a “termination in event of default” clause. Such clause should define the events of a default clearly and should apply equally to both parties. Included in such events would be unsatisfactory performance, non-payment, unexpected change in contract terms, and any others as applicable to a specific contract. Such clause should also incorporate a provision for written notification of default to the defaulting party, including exact address and method of communication acceptable for such notice of default. Additionally, such clause should contain provision(s) for remedy of default, specifying acceptable corrective action and time allowed for completion of such corrective action.

Mandatory Clause Exclusions: The College will not execute contracts which contain the following clauses or limitations:

- Automatic Renewal—No contract should include an automatic renewal clause
- Single Indemnification Clause(benefiting third party only) —The College does not allow single indemnification clauses that only protect the outside contracting party
- Limitation of Liability —No contract should contain language allowing the outside contracting party to limit their potential liability.
- Serving of alcohol—Except for approved Caterers, no contract should specify the provision of alcoholic beverages.
- Assessment of late fees — Any contracts executed on behalf of McPherson College should not include a clause permitting the supplier to assess late fees for amounts past due. In the event such late fee language cannot be removed from a contract after negotiation, late fees should be capped at a dollar amount per occurrence of 5% or less of past due amounts and no late fees should be assessed resulting from instances of force majeure

Payments Under a Contract: Where possible, contract language should specify that payment of College obligations under the contract will be made by College check under terms specified in the contract, preferably with early payment discount options.

When the College agrees to reimburse expenses of the contracting party for such items as meals, mileage, hotels, airfares, copies and documents, third party consultants, etc., contract language should specify that such reimbursements will **only be made** upon presentation of receipts for such expenses by the primary contracting party.

Specific Performance: Wherever possible, contract language should carefully specify the obligations of the contracting

party to perform a service for McPherson College including defined out comes such as operation standards for equipment or objective measures of workmanship on construction as well as absolute timeframes for completion of work. Where contracts involve the delivery of products or systems, specifications related to such products or systems should be carefully and completely defined and provisions for testing and standards for formal acceptance should be embedded in the contract language.

(D) Policy: Signature Authority and Review Process

Six levels of signature authority and approval govern the execution of contracts on behalf of McPherson College. The signature levels defined below is required on any contract binding the College according to the schedule of monetary value of purpose below :

(1) Unless stated otherwise below, contracts with value **in excess of \$50,000***: President or Vice President for Finance.

(2) Unless stated otherwise below, contracts with value **in excess of \$10,000 but less than \$50,000***. President; Vice Presidents; Deans; Director of Facilities or Athletic Director.

(3) Unless stated otherwise below, contracts with value up to **\$10,000**: President; Vice Presidents; Deans; Director of Facilities; Controller; or Athletic Director.

Other areas per corporate resolution:

(4) Contracts or agreements outside the ordinary course of the college's business (including without limitation real estate sales contracts), Farm Service Agency documents outside the ordinary course of the college's business, and official reports are to be signed by the President or the Vice President for Finance. Brokerage accounts may be opened as needed upon the signature of President or the Vice President

for Finance.

(5) Contracts or documents transferring ownership of real property owned by McPherson College (including, without limitation, mineral deeds, oil and/or gas leases but not including documents creating residential leases of farm tenancies) must be signed by both

1. a) The President or VP for Finance and
2. b) The Chair, Vice Chair, Secretary, or Treasurer of the Board of Trustees.

6) Loans on behalf of the college require the signatures of both the President and Vice President for Finance.

(E) Policy & Practice: Contracts Prepared and Submitted by Vendors and Performers/Contracts Not Easily Changed

Administrators charged with managing contract activity for McPherson College will frequently find themselves faced with pre-formatted contracts prepared by vendors, their attorneys, and/or their agents and presented to McPherson as the terms under which they (the vendor) will perform or deliver goods and services. Managing this aspect of the contract relationship for the College is as important as negotiating a brand-new agreement with a vendor and poses the additional difficulty of securing the interest of the College in the context of another party's contract language which often overtly favors the outside contracting party.

In order to guarantee the College interest is well served and that risk to the College is adequately managed within the context of a vendor-prepared contract, an administrator should follow these steps:

- Read the contract fully and carefully and understand the College's risks and the contracting party's obligations under the contract.
- Consider the terms of the contract in the context of the

College requirements outlined above:

Does the contract provide for adequate insurance coverage by the vendor?

Does the contract provide for indemnification of the parties –if so, is the indemnification only to the vendor?

Does the contract contain an “Entire Agreement” clause? Does the contract provide (unacceptable) Limitation of Liability for the outside contracting party?

Does the contract conform to the other provisions outlined in ‘**contract policy**’ above?

Where vendor-submitted contracts contain language unduly favoring the outside contracting party, it is important to remember that such contracts can and should be amended by negotiation and by adding clauses to secure College interests which satisfy the contract policy requirements noted above or, alternatively, striking out unacceptable clauses which pose excessive risk to the College.

In such cases, an administrator acting as the initiator or principal contact for such a proposed contract should seek the review and guidance of the Vice President of Finance. After such review, an amended contract may be executed by McPherson and returned to the vendor for final acceptance and signature/initialing of College initiated changes/clauses. This process is most likely to be successful with smaller and mid-sized local and regional vendors.

There also may be vendor prepared agreements, especially those from very large corporate entities like IBM, Microsoft, Oracle, Siemens, Sunguard, etc. related to site licenses, service agreements, software packages and on-line software services, and/or major construction where vendors will not be flexible as to the alteration of the contractual terms offered to McPherson. In these cases, the review of the contract by

the Office of the Vice President for Finance, and even by outside counsel prior to execution *is essential* to assure that College interests are not unduly compromised by the terms of the contract.

(F) Contract Checklist (for initiators and reviewers)

Before embarking on a contract finalization process have you:

- Reviewed **Contract Management Policy**?
- Thoroughly read and understood the contract?
- Tried to identify (and quantify) the risks inherent in the contract?
- Determined the approvals required to complete the contract process?

Check List:

1. Does my level of signatory authority or approval allow me to execute this contract? Do I need to obtain the signature approval of a supervisor or senior manager to finalize this agreement?
2. Has the budget for expenses associated with this contract been approved?
3. Will delivery of goods or services under this contract fall in the same budget year as the funding?
4. Do the vendors under this contract have a history with the College; if not, have the vendors been reviewed and approved by the Financial Services?
5. Do other departments need to be involved in the review or implementation of this contract?
6. Does the contract contain special requirements or unique clauses? If so, have they been reviewed by the next levels of management? What special risks do they pose to the College?
7. Are the performance standards for services provided or goods/systems delivered clearly set forth in the contract?

8. Will this contract give rise to annual price increases, ancillary contracts and/or recurring costs to the College such as maintenance agreements, contract renewals, or requirements for additional equipment? If so, have such additional/ongoing costs been reviewed by the budget office and funded?
9. If the contract is the result of a Request for Quotation or a Request for Bid, is that documentation a part of the contract or attached as an exhibit?
10. Has the contract been submitted to the business office and stored with other contracts in a centralized location?

(G) Other Considerations

As noted previously in this document, many contracts executed by College personnel in the course of supporting the College mission originate not with McPherson College but with the vendor or contractor providing a good or service to the College.

It is important to emphasize that the use of common sense, careful practices, and thorough communications should be the guiding principles for personnel whose College responsibilities extend to negotiating, approving, and executing contracts on behalf of McPherson. All of the aspects of good contract management defined elsewhere in this policy document will not necessarily apply collectively in each and every situation and to each and every contract.

For example, software licenses and usage contracts as well as contracts for access to online resources or databases do not involve vendor personnel on College property and may render considerations of insurance coverage irrelevant. The complete absence of indemnification clauses for both parties might well not constitute a fatal flaw in contract language structure. Liability limitations may well be excluded if the monetary risk inherent in the contract is effectively inconsequential.

Such a list of caveats and nuanced considerations around contract requirements could be extensive.

What is of paramount importance in the execution of contracts is that the standards of review and approval outlined here be sensibly adhered to in order to assure that appropriate oversight has been exercised before the College is legally bound. Additionally, it is crucial that the monetary thresholds for approval authority be followed in order to meet the requirements of our outside audit firms for prudent administration and strong management controls.

Office of:

Rick Tuxhorn, CPA, CGMA

Vice President for Finance