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

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

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

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

Temporary Employees

OVERTIME

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

If an employee is classified as non-exempt this individual is entitled to overtime pay at one and one-half

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

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

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

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SECTION B

BENEFITS

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

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

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

LIFE INSURANCE

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

DENTAL INSURANCE

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

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

DISABILITY INSURANCE

Short Term Disability Benefits

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

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

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

University Contribution	Employee Contribution
1%	1%
2%	2%
3%	3%
4%	4%
5%	5%
6%	6%

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

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

EMPLOYEE ASSISTANCE PROGRAM

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

TUITION BENEFITS AT JACKSONVILLE UNIVERSITY

Jacksonville University encourages employees to continue their education in hopes of improving their knowledge, skills, and abilities. Tuition benefits will be granted to eligible Regular Full-

Benefit Limitations

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

SECTION C

TIME OFF

VACATION FOR ADMINISTRATORS (EXEMPT)

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

Rate per Month (days)	Annual
1.666	20 days

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

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

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

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

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

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

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

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

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

HOLIDAYS

The University designates certain days as holidays during the year. Paid holidays are limited to full-time and part-time employees with Regular status and are paid only if the holiday occurs during a period of time the employee is normally scheduled to work and the 7 (m)5 (3 Tw 18 0 Td[an)-3l4.u (a)-3.8 ((le)7.8 ( )]TJ0.003d)-3.8)i( )0.

If the employee works a part-time regularly scheduled work week, salary will be paid on a pro-rated basis receiving the number of hours that is normally worked per day. In those University facilities where it is necessary, certain employees may be required to work on holidays. If the employee is a non-exempt staff member and scheduled to work on a holiday compensation will be at double-time for actual hours worked on the holiday.
Employees who are on leave without pay will not be paid for holidays.

The following holidays are generally observed during the academic year:

- Labor Day
-

FAMILY AND MEDICAL LEAVE ACT (FMLA)

ELIGIBLE EMPLOYEES

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

(1) The birth of a son or daughter of an employee and to care for the child;
(2) The placement of a son or daughter with an employee for adoption or foster care;
(3)

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

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Restored employees, eligible employees returning from FMLA leave, are not entitled to accrue employment other than any to which they would have been entitled had they not taken the leave.
As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Office of Human Resources a certification from the employee's health provider stating that the employee is able to perform the essential functions of the employee's job. Where reasonable job safety concerns exist, the University may also require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent leave.

MAINTENANCE OF BENEFITS
The University will maintain group health plan coverage for employees on FMLA leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.
In the event an employee fails to return to work after the period of leave expires, the University may recover any premiums the University paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the University to the employee.

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

OTHER UNPAID LEAVES OF ABSENCE

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

NOTE: Leave without pay for periods exceeding thirty (382(er)-1.3).1 ( )5d.4 ( )-3.8 ((y)-3.7 (t)-1.7 s (t)-1.7 (

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

Reinstatement

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

Termination

1.

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

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

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

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

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

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

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

Employee Rights and Responsibilities Associated With The Grievance Procedure

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

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

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

NAME CHANGES

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

PARKING

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

RETIREMENT

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

NON-HARASSMENT POLICY

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

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

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DEPUTY TITLE IX COORDINATORS

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

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

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

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

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

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

1.5 **Notification:** Jacksonville University will use University electronic mail (email) for purposes of communication and notification under this Policy.

1.6 **Free Speech:** Freedom of speech and principles of academic freedom are central to the mission of institutions of higher education. Constitutionally protected expression cannot be considered Sexual Harassment under this Policy.

1.7 **Dissemination of Policy:** This Policy will be made available to all Jacksonville University administrators, faculty, staff, and students online at https://www.ju.edu/titleix/index.php and in Jacksonville University student catalog(s) and any employee handbook of operating procedures.

1.8 **Effective Date:** The effective date of this Policy is August 14, 2020.

1.9 **Retaliation and False Statements Prohibited:** Neither Jacksonville University nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.

a. Alleged violations of Retaliation will be referred to the Senior Vice President of Student Affairs and Dean of Students or designee to be investigated and resolved under the respective Code of Conduct.

b. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this Policy.

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

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

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

2.1.7 **Dating Violence** means violence committed by a person—

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2.3.2 Business Day

2.3.13 Supportive Measures means non-disciplinary, non-punitive individualized services

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

Students

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

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

Employees

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

3.4 Outside Agency Support and Resources:

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

6.1: General Grievance Process Information:

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

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

6.1.3 Time Frames for Grievance Process: Jacksonville University strives to complete the grievance process within one hundred and twenty (120) Business Days. Temporary delays and/or extensions of the time frames within this Policy may occur for good cause. Written

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

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

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

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

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

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

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

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

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

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

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

7.1 **Bases for Appeal:** Appeals of the determination of responsibility or the dismissal of a Formal Complaint may be made on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

7.2 **Appeal Procedures:** If an appeal is submitted, Jacksonville University will

(1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

(2) Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator or the Title IX Coordinator.

(3) Provide the non-appealing party with five (5) Business Days from receipt of the notification of appeal to submit a written statement in support of the outcome of the determination or dismissal.

(4) Issue a written decision describing the result of the appeal and the rationale for the result which can be one of the following:

- Affirm the decision-maker's determination regarding the Respondent's responsibility and affirm the disciplinary sanctions and remedies, if applicable;
- Affirm the decision-maker's determination regarding the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable;
- Remand the process back to the hearing stage for the decision-maker to remedy any procedural irregularity or consider any new evidence;
- Reverse the decision-maker's determination of the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable; or
- Affirm or amend the sanctions and/or remedies outlined in the determination issued under this Policy.

(5) Provide the written decision simultaneously to both parties.

7.3 **Appeal Timeframe:** The appellate decision-maker will release the written decision within twenty (20) Business Days of receiving the appeal.

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

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

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

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

Section 9: Emergency Removal and Administrative Leave.

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

(1) Undertaking and individualized safety and risk analysis,

(2) Determining that an immediate threat the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal, and

(3) Providing the Respondent with notice and an opportunity to challenge the decision to the Title IX Coordinator, within two (2) Business Days following the removal.

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

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

Section 11: Additional Conduct Violations Related to This Policy: Alleged violations of the terms in this section will be sent to the Dean of Students and/or the Human Resources Office for investigation and adjudication under the Jacksonville University Co(r)-1.3 6 (g).1 (t)-13.7 (r)-1.3 (ces unnd a)4

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

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

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

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

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

Stalking

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

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

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

784.048(1)(d) "Cy70.5 503.04 471 12.66 ref714.4822b.ot

NON-TITLE IX SEXUAL MISCONDUCT

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

1. The alleged conduct does not fall within the definition of Sexual Harassment as defined in the Title IX Policy,
2. The alleged conduct, if proved, would constitute a violation of Sexual Harassment as defined in

SEXUAL ABUSE POLICY AND PROCEDURES

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

REPORTING PROCEDURES

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

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

INVESTIGATION & CONFIDENTIALITY

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

DISCIPLINE

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

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

Jacksonville University will discipline any individual who retaliates against any person who reports alleged sexual abuse or who retaliates against any person who testifies assists or participates in an investigation, a proceeding or a h3 Tc e.3 (d)-3.7 (n)-3.7 (g)-3.7 (o8-1.3 (et)-1.l)atiog o8-1.t (o)-3.8 1o8-1.3.7 (u)-3.7 aliu

CHILD ABUSE, ABANDONMENT, OR NEGLECT POLICY AND PROCEDURES

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

REPORTING PROCEDURES

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

INVESTIGATION & CONFIDENTIALITY

All reported incidents will be given a full, impartial and timely investigation by the ap fS03 (Na)6 (l ar(tie)5.9
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Any employee involved in a reported incident of sexual abuse may be immediately relieved of responsibilities that involve interaction with students or may be suspended, as determined by Jacksonville University. The reinstatement of an employee involved in a reported incident of sexual abuse shall occur only after all allegations of sexual abuse have been cleared by Jacksonville University.

SMOKING POLICY

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

SOLICITATION POLICY

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

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

TELEPHONE CALLS

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

ELECTRONIC MAIL

Electronic mail (e-mail) is for University purposes only. Consequently, the University reserves the right to access e-mail for business and operational reasons, as it deems necessary. Employees should not expect privacy for e-mail, and must keep the Uustverty b mv3.8 (e i)8 (se o-3.8 (o)1..7 (f)-1.4 (Un)-1.7 (l)-1.7 6 p)-3.7 (eras-5.4 ( )

SOCIAL MEDIA POLICY

Purpose:

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

Scope:

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

Policy Statement:

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

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

Procedures:

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

1. Public communications concerning Jacksonville University, faculty, staff and all employees of the University and any other affiliates of Jacksonville University must follow University policies. Accordingly, employee complaints regarding alleged discrimination, unlawful harassment, or safety issues should be made consistent with the complaint procedures in the employee handbook.

2. Social media communications are individual interactions, not organizational communications, unless managing a University's sponsored site in an official capacity. Employees can be held personally liable for their posts. For this reason, employees should use common sense and exercise caution with regards to exaggeration, obscenity, guesswork, copyrighted materials, legal conclusions and derogatory remarks or characterizations.

3. If you discuss work-related matters online that are within your job responsibility, you must disclose your affiliation with the University.

4. You may not disclose any sensitive, proprietary, confidential, legal or financial information about the University or individuals affiliated with the University. You may not disclose information protected under FERPA, HIPAA, or other laws or regulations.

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

6. All Jacksonville University social media accounts must be registered with University Communications

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

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

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

Meeting Equal Opportunity Goal

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

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

ASSIGNING SALARY RANGES

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

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

Sample Job Salary Range

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

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

A newly hired employee is typically brought in at the minimum of the salary range.
New employees being paid at the entering level of their salary ranges then have an opportunity to increase their salary to the midpoint or maximum over a period of time. Thus, the salary range provides sufficient room for merit increases based on differences in individual performance.
Salary ranges are reviewed annually. They are adjusted as needed to reflect changes in the marketplace. These adjustments aim to reflect a composite of changes ranging from the rate of inflation to the present financial condition of the University. All employees are reminded that all individual salary matters are confidential and as such should not be discussed with anyone other than their supervisor or the Office of Human Resources. Discussion of confidential salary information will be cause for disciplinary action.

PROMOTIONS, DEMOTIONS, AND LATERAL JOB CHANGES

Promotion

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

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

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

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

The employee's current salary is $24,57 (t)2.3 (b$100.003-0.0( )Tc 0 Tw 4.452 -4.0270 Td4.4 (:)TJ0 Tc 0 Tw 15.503
New Sal$rr; Mi Td($)Tj0.003 Tc -0.0/MCIy 2.3 (lJ-0.00d[)yc ew

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

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

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

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

Demotion

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

Example:

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

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

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

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

Lateral

A lateral change is an employee moving to a new position which has an identical salary grade as the prior

SECTION F

ACTIVITIES, FACILITIES AND SERVICES

BASKETBALL TICKETS

All employees are eligible to receive free general admission tickets to basketball games for themselves and their dependents who presently reside in their household. An employee who wishes to upgrade to reserved

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