



100 East Normal Avenue
Kirksville, MO 63501-4221

KRAFT HEINZ EMPLOYEE ENROLLMENT AND FACILITIES USE AGREEMENT

This Agreement is entered into as of this 6th day of January, 2023 (the "Effective Date") by and between Truman State University ("Truman") and Kraft Heinz Foods Company ("Kraft Heinz").

WHEREAS, Truman is a public liberal arts and sciences university with a reputation for academic excellence located in Kirksville, Missouri; and

WHEREAS, Kraft Heinz is a globally trusted producer of foods and beverages with a manufacturing facility located in Kirksville, Missouri; and

WHEREAS Truman offers housing, dining facilities, and other amenities on campus to its students; and

WHEREAS Kraft Heinz wishes to increase its workforce at the Kirksville facility and is in need of temporary lodging for employees who relocate to Kirksville; and

WHEREAS Truman recognizes Kraft Heinz's contributions to the city of Kirksville, Adair County, and the State of Missouri and wishes to support Kraft Heinz in its efforts to increase its local workforce;

NOW, THEREFORE, for the following consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Truman Course for Kraft Heinz Employees. Truman agrees to offer a one credit hour course ("the Course") during the Term of this Agreement to Kraft Heinz employees who work at the Kirksville facility and are designated by Kraft Heinz to participate in the Course. The Course will be taught by a Truman faculty member. Truman will determine Course credit requirements and shall have the exclusive right to evaluate Student performance and award credit.

2. Revocable License to Use Truman Facilities.

a. Minimum Enrollment. The benefits described in this paragraph, including all subparagraphs, will only be offered once a minimum of ten (10) Kraft Heinz employees enroll in the Course. Notwithstanding the foregoing, there is no maximum number of Kraft Heinz employees permitted to enroll in the Course, however

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Truman reserves the right to cap the number of Kraft Heinz students who reside on campus due to space limitations.

- b. Access to Campus Facilities. Kraft Heinz employees who are designated by Kraft Heinz to enroll in the Course and who enroll in the Course ("Kraft Heinz Students") will be granted a revocable license to use Truman facilities to the same extent and under the same conditions applicable to other Truman students. Available facilities include the health and counseling centers, recreation center, library, campus wireless network, and campus activities and athletic events.
- c. Housing. Kraft Heinz Students who wish to reside on campus will be granted a revocable license to reside in a residence hall designated by Truman for up to 120 calendar days, beginning with their first day of enrollment in the Course. All Kraft Heinz Students who reside in a residence hall will also be provided a Truman meal plan.
- d. Campus Closures. Campus facilities, including dining halls, will not be available during academic breaks. Kraft Heinz Students may remain in the residence hall during these periods, but will not have access to facilities.

3. Payment of Tuition and Fees. Kraft Heinz agrees to pay all tuition (up to the 120 day maximum residential term), room and board charges (up to the 120 day maximum residential term), and fees incurred by Kraft Heinz Students directly to Truman. The rates for tuition, room and board, and all applicable fees are attached to this Agreement as **Exhibit A**.

- a. Tuition Payments. Truman will provide Kraft Heinz with an invoice for tuition charges within 30 calendar days of a Kraft Heinz Student's enrollment in the Course. Kraft Heinz will pay Truman the full tuition amount for each Kraft Heinz Student who enrolls in the Course, regardless of whether the Kraft Heinz Student completes the Course. Payment is due within sixty (60) calendar days from the end of the month in which Kraft Heinz receives the invoice, plus seven (7) calendar days.
- b. Minimum Room and Board Guarantee. Kraft Heinz will pay Truman \$2,320 for each Kraft Heinz Student that enrolls in the Course and elects to live in a Truman residence hall. This represents 60 days of room and board at the rates set forth in **Exhibit A**. Kraft Heinz will

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pay the 60 day minimum room and board charges for all Kraft Heinz Students, regardless of the length of time said Kraft Heinz Students reside in the residence hall.

- c. Ongoing Room and Board Charges. Truman will provide Kraft Heinz a monthly invoice for room and board charges for Kraft Heinz Students who elect to reside in a Truman residence hall. Kraft Heinz will pay room and board charges for Kraft Heinz Students who reside in the residence hall during any portion of the 30 calendar days preceding the invoice date. Payment is due within sixty (60) calendar days from the end of the month in which Kraft Heinz receives the invoice, plus seven (7) calendar days.

4. Applicable Laws. Kraft Heinz and Truman each agree to comply with, and abide by, all applicable laws, including without limitation state, federal, and local nondiscrimination laws, employment and labor laws, and tax laws.

5. Background Checks. Kraft Heinz agrees that no employee may become a Kraft Heinz Student unless/until they have passed a Kraft Heinz background check that includes, at a minimum, the following components:

- a. Social Security Number (SSN) Trace,
- b. SSN Validation,
- c. Criminal Felony and Misdemeanor Records (previous 7 years), and
- d. National Sex Offender Search.

6. Kraft Heinz Student Conduct Expectations. Kraft Heinz Students will be required to comply with all laws, rules, and policies applicable to students of the University, as well as directives from Truman's Department of Public Safety, and other campus authorities.

Use of tobacco products is prohibited on Truman's campus. Kraft Heinz Students may not have animals in the residence hall (except service animals). Firearms, contraband, fireworks, and illegal drugs are prohibited on University property.

Kraft Heinz will require the Kraft Heinz Students to sign an Acknowledgement requiring compliance with Kraft Heinz policy and conduct expectations, and the following Truman policies:

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- a. Student Conduct Code (**Exhibit B**);
- b. Truman State University Reporting & Resolution Procedure for Complaints of Protected Class-Based Discrimination and Harassment (**Exhibit C**); and
- c. Residence Hall Rules (**Exhibit D**).

Kraft Heinz will make the Kraft Heinz Students aware of their obligations to Kraft Heinz pursuant to this paragraph and Exhibits B, C, and D, as well as the consequences that may be imposed by Kraft Heinz as a result of noncompliance.

7. Termination of License to Use Truman Facilities. Truman reserves the right to revoke a Kraft Heinz Student's license to use Truman facilities, including residence halls, if the individual is no longer a Kraft Heinz employee, if the individual is no longer enrolled as a Truman student, if the Kraft Heinz Student fails to comply with Truman's conduct expectations, and/or in the interest of discipline, safety, health, or for administrative reasons. Other conditions that may lead to the revocation of a Kraft Heinz Student's license to use Truman facilities include, but are not limited to, behavior which may endanger or be a detriment to the health, life, safety, or wellbeing of the Kraft Heinz Student, other members of the campus/residential community, and/or to the campus/residential community as a whole.

Truman will notify Kraft Heinz of its revocation of a Kraft Heinz Student's license to use Truman facilities, whether due to the expiration of the 120 day maximum residential term or for noncompliance with Truman's conduct expectations.

Kraft Heinz will notify Truman of its revocation of a Kraft Heinz Student's eligibility to participate in the Course or use Truman's facilities for noncompliance with Kraft Heinz's conduct expectations.

8. Removal from Campus. Kraft Heinz will remove Kraft Heinz Students and their belongings from Truman's residence hall at the expiration of the 120 day term or within three (3) calendar days after the revocation of a Kraft Heinz Student's license to use Truman's facilities as described in paragraph 7.

9. Term. This Agreement will commence on the Effective Date and will terminate one year thereafter (the "Term"); provided, however, the parties may agree in writing to extend this Agreement for additional terms. If not renewed by mutual agreement of the parties, this Agreement will terminate as of the expiration of the Term, without penalty or further liability to either party.

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10. Early Termination. Either party may terminate this Agreement at any time and for any lawful reason without penalty or recourse by providing 30 days' written notice to the other party. Upon notice of termination pursuant to this paragraph no additional Kraft Heinz Students may enroll in the Course or be granted a license to use Truman facilities. Kraft Heinz Students who are enrolled at the time of termination may remain in the residence hall and continue to use Truman facilities until the expiration of the 120 day maximum residential term, unless the Kraft Heinz Student's license to use Truman's facilities is revoked in accordance with paragraph 7.

11. Indemnification. To the extent permitted by applicable law, each party (individually, in this context, the "Indemnifying Party") agrees to indemnify, protect, defend and hold harmless the other party, the other party's affiliates, and their respective employees, officers, directors, and agents (the "Indemnified Party") from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description or damage arising out of a breach of this Agreement, negligent acts or omissions, or willful misconduct relating to this Agreement by the Indemnifying Party, its employees, officers, directors, contractors, subcontractors, or agents (each a "Claim"); provided, however, that an Indemnifying Party shall not be responsible to the extent a Claim arises out of a breach of this Agreement by, or the negligence or willful misconduct of, the Indemnified Party, its employees, officers, directors, contractors, subcontractors, or agents.

12. Insurance. Kraft Heinz shall secure general liability insurance for the Term, insuring against all claims or suits with a minimum limit of liability of \$5,000,000.00. The policy must name Kraft Heinz as insured and must also name "Truman State University, its Board of Governors, officers, volunteers, employees, and agents" as "additional insureds." A certificate of insurance evidencing the above requirements must be provided to Truman upon request. All policies shall provide that any termination or cancellation of such policy shall require 30 calendar days prior written notice to Truman.

As an instrumentality of the State of Missouri, Truman State University is covered by the provisions of the State Legal Expense Fund, Chapter 105.711 RSMO, which is the exclusive remedy for damages arising out of or relating to claims against the University, its officers, employees, or agents.

13. Health and Safety Protocols. Kraft Heinz Students must comply with Truman's health and safety protocols while they are on campus, whether such protocols are intended to mitigate risks associated with COVID-19 or are in response to other health or safety concerns. Truman will provide Kraft Heinz Students with such protocols.

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14. Contractor/Independent Contractor Status. This Agreement does not create a partnership, joint venture, employment relationship, or other similar relationship between the parties or any of their respective employees. Each party is an independent contractor to the other party and is solely responsible for its respective employees, directors, officers, contractors, subcontractors, and agents. Unless otherwise expressly stated elsewhere in this Agreement, neither party has the authority to bind the other party. Each party has full responsibility and exclusive liability for any employment-related obligations imposed by laws, including any payroll taxes, contributions, and employee benefits and benefit plans.

15. Notices. Notices shall be delivered via hand-deliver, first-class U.S. mail, or email to the respective parties by delivering such notices to:

Truman	Kraft Heinz Foods Company
Mailing Address: General Counsel Truman State University 201C McClain Hall 100 E. Normal Avenue Kirksville, MO 63501	Mailing Address: Kraft Heinz Foods Company 200 E. Randolph St., Suite 7600 Chicago, IL 60601 Attn: Law Department – Procurement/ISC Counsel
Email: aclendennen@truman.edu	Email: procurementlegal@kraftheinzcompany.com

16. Governing Law. This Agreement shall be governed by and subject to the laws of the State of Missouri.

17. No Assignment/Binding Effect. The parties shall not assign their rights or delegate their duties under this Agreement; provided, however, by giving prompt notice to Truman, Kraft Heinz may assign this Agreement, in whole or in part, without Truman's approval to: (i) any affiliate of Kraft Heinz; or (ii) any corporation or entity purchasing all or any part of Kraft Heinz's business operations to which this Agreement relates. This Agreement shall be binding on, and shall inure to the benefit of, the parties, their respective legal representatives and successors in interest.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

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19. Amendments. This Agreement may not be modified except by express amendment hereto, in writing, signed by both parties.

20. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

21. Counterparts. This Agreement may be executed by facsimile signature and in counterparts, each of which shall be deemed original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TRUMAN STATE UNIVERSITY

DocuSigned by:
Susan L. Thomas
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1/9/2023

Susan L. Thomas, President

Date

KRAFT HEINZ FOODS COMPANY

DocuSigned by:
Joy Robinson
3AF67FAAA50E469...

1/10/2023

Date

Appendix A: Applicable Fees

1. Tuition: \$100 for a one credit hour course taught by University instructor(s). Tuition will be paid in advance of Kraft Heinz Student attendance.
2. Monthly room and board fees for the 2022-2023 school year will be \$1,160 based on the following components:
 - Room: \$3,092.50 per academic term. Utilities and internet access are included. Residents will be responsible for bed linens, approved electronic devices and all personal items. Self-service laundry facilities will be provided on a first come, first served basis. Additional fees may be applicable due to resident causes including, but not limited to, facility damage, lost keys, etc.
 - Meal Plan: \$1,548 per academic term based on 12 meals per week and \$125 additional dining dollars. Meals plans will be transferrable at most campus dining locations except the Mein Bowl. The weekly meal plan allotment will reset every Saturday night. Additional dining dollars may be used at all campus dining locations.
3. Monthly room and board fees for the 2023-2024 school year (beginning July 1, 2023) will be \$1,249 based on room charges of \$3331 and meal plan charges of \$1668 per academic year.
4. The first two month's room and board fees will be paid in advance of the Kraft Heinz Student's campus occupancy. Subsequent room and board fees will be invoiced on a monthly basis.

CHAPTER 8**STUDENT CONDUCT CODE**

Sections:

- 8.010. Purpose
- 8.020. Definitions
- 8.030. Administrative Authority
- 8.040. Jurisdiction
- 8.050. Expectations for Conduct
- 8.060. Relationship of Law Enforcement and University Conduct System
- 8.070. Interim Suspension
- 8.080. University Conduct Board
- 8.090. Allegations of Unlawful Discrimination, Harassment, or Retaliation
- 8.100. Investigation and Disposition of Offenses
- 8.110. Sanction and Educational Outcomes
- 8.120. Appeal of Decisions
- 8.130. Interpretation and Periodic Review

8.010. Purpose. As members of an academic community, students must observe rules that benefit this community. Students must practice personal integrity and must respect the dignity, rights, and property of all members of the University community. The Student Conduct Code (Code) thus creates an expectation of behavior that the University views as acceptable and appropriate. By fulfilling these expectations, students can enjoy their own rights, while also respecting others' rights and furthering the University's mission.

Student organizations often enrich the campus and community by providing a source of intellectual, personal, and social development for students through their programs and activities. The University fulfills an important mission by providing procedures and policies for the recognition and support of student organizations. Inherent in University recognition of student organizations is the obligation of each organization to conduct activities in accordance with all applicable rules, policies, and laws. It is the responsibility of the leaders of each student organization to ensure that the student organization complies with the Code, that activities of the organization are conducted properly, and to actively oppose and prevent any organizational activity that would violate the Code. It is also the obligation of the leaders of any student

organization to advise and review expectations with individual members of their organization whose conduct could lead to misconduct allegations against the organization.

The University, as any other, must have a system to address those instances when a student organization, through its members, fails to adhere to the expectations of the community. This Code describes University expectations of students and student organizations and the processes available when a student or student organization has failed to adhere to these expectations.

While the University places a high priority on student rights, the University conduct process differs from criminal law processes. This process is designed, in part, to determine whether a student or organization has violated the Code, and not to determine whether a crime has been committed. Students may be held accountable by the criminal justice system for conduct that violates the law. *See* Code Section 8.060.

The Code is designed to provide students with legally required due process. This process is less than that which is required in criminal proceedings. Due process, within these procedures, assures:

- Written notice;
- An opportunity to be heard by an objective decision-maker;
- A finding of violation of Truman State University policy only when information demonstrates that it is more likely than not that a policy violation occurred; and, if found responsible
- Sanctions or educational outcomes that are proportionate to the severity of the violation and prior conduct history.

8.020. Definitions. Unless the context clearly requires otherwise, these terms will be accorded the following meanings.

1. The term “**attempting to commit an act**” means when a student or student organization, with the purpose of committing an act, takes any action that is a substantial step toward the commission of the act.

2. The term “**binge drinking**” means a pattern of drinking that brings blood alcohol concentration (BAC) levels to 0.08 g/dL. This typically occurs after 4 drinks for women and 5 drinks for men—in about 2 hours. Source: National Institute of Alcohol Abuse and Alcoholism
3. The term “**business day**” means any day of a year that the University is open, even when classes are not in session (e.g., term breaks).
4. The terms “**campus**” and “**University premises**” are synonymous and include all land, buildings, facilities, and other property owned or controlled by the University.
5. The term “**complainant**” means a member of the University community, visitor, guest, or the University itself who is considering filing a complaint, makes an oral complaint, or files a written complaint with the University alleging that a student or student organization has violated the Code.
6. The term “**complicit**” means associated with or participating in an act of misconduct.
7. The term “**condoned by a leader**” means a student organization and its leaders may be held collectively or individually responsible when violations of this Code by those associated with the organization have received the tacit or overt consent or encouragement of the organization or the organization’s leaders, officers, or spokespersons.
8. The term “**conduct hearing panel**” means a panel established to determine whether a student or student organization has violated the Code and, if a violation is found, to recommend the imposition of sanctions or educational outcomes.
9. The term “**conduct officer**” means any person authorized by the Vice President for Student Engagement to implement the provisions of the Code and to provide assistance for any person involved in its operation. In most situations, the conduct officer is the Director of the Office of Citizenship and Community Standards (OCCS).
10. The term “**Vice President for Student Engagement**” means the person designated by the President for the University to be responsible for the administration of the Code.

11. The term “**deferential standard**” means that the individual(s) conducting the appeal review will defer to the judgment of the decision-making person or body unless a reasonable person would conclude that a clear error was made in the finding or a compelling justification exist to alter the finding. It is not merely a matter of whether reviewer(s) agree with the decisions. Findings may only be altered if there is clear error. Sanctions and educational outcomes may only be altered if a compelling justification exists to do so.
12. The term “**educational outcomes**” refers to conditions or assignments that must be completed within a timeframe designated by the conduct officer when a student or student organization is found to be in violation of the Code. Educational outcomes are assigned in addition to any sanction imposed (examples may include, but are not limited to, alcohol and other drug programming or evaluation, written assignments, participation in a specific program or project, community service, restricted access, loss of privileges, restitution, etc.)
13. The term “**health**” means physical or mental well-being.
14. The term “**information**” means any witness testimony, documents, statements, or tangible material presented at a hearing or in the course of an investigation of an alleged conduct violation.
15. The term “**in violation**” means that the student or student organization has been found responsible for a violation of the Code.
16. The terms “**may**” and “**should**” are used in the permissive sense.
17. The term “**member of the University community**” includes any person who is a student, alumni, administrator, faculty member, staff member, University official, or any other person employed by the University. A person's status in a particular situation will be determined by the Vice President for Student Engagement.
18. The term “**more likely than not**” is the campus standard of proof. It is equivalent to the legal standard of “preponderance of evidence.” The campus standard requires that a student or student organization will be found in violation of the Code only when the information would

lead a reasonable person to conclude that it is more likely than not that the accused student's actions violated the Code.

19. The terms “**must**” and “**will**” are used in the imperative sense.
20. The term “**not in violation**” means that the student or student organization has not been found responsible for a violation of the Code.
21. The terms “**officer**” and “**leader**” means a person in a student organization who holds an elected or appointed leadership position in that organization.
22. The term “**paraphernalia**” includes any object that contains the residue of (a) alcohol or (b) an illegal drug or (c) any object that is used in the consumption or distribution of an illegal drug. Examples of “a” include, but are not limited to a beer bong and empty alcoholic containers. Examples of “b” include, but are not limited to, a marijuana pipe, bong, or blow tube. An example of “c” is a scale used in measuring quantities of an illegal drug.
23. The term “**process advisor**” refers to those individuals who assist the complainant or the respondent in navigating the process of resolving a conduct complaint. The role of the process advisor includes providing information to help with decision making; responding to questions about the resolution process and support services available; assisting in preparation for interviews, meetings, hearing and review requests, and questions for the opposing party or witnesses; and communicating updates on the progress of the resolution process as needed. Process advisors may attend meetings involved in the resolution process, but they are not allowed to speak or delay scheduling of meetings. Complainants and respondents may identify their own process advisors or request that one be provided for them. Process advisors do not have administrative, investigative, or decision-making roles in the cases where they are serving as process advisors. The same individual cannot serve as the process advisor for both the complainant and respondent involved in the resolution of the complaint. The process advisor may not serve in any other capacity throughout the investigation or resolution process (i.e., one individual cannot be both a process advisor and a witness called by either party).

24. The term “**policy**” or “**policies**” means the written regulations of the University as approved by the Board of Governors, the President of the University, or other authorized University officials.
25. The term “**prior record**” means that the accused student or student organization engaged in acts prior to the incident in question which violated the Code or legal statutes. A prior record includes, but is not limited to, past action taken for misconduct, any previous conduct hearing, documents sent to an accused student or student organization concerning any act of misconduct, and informal resolution records. A finding of “responsible” for violating the Code will be considered a prior record even if a review of the finding and/or sanction is pending. A prior record can typically only be used in recommending or determining a sanction and educational outcomes and will not be revealed during the hearing process except as outlined in the sanctions section below.
26. The term “**respondent**” means a student, students, or student organization who may have committed, is under investigation, or who has been charged with a violation of the Code.
27. The term “**restorative program**” means a program that shifts the focus away from penalizing personal behaviors and choices, for example related to substance use, to evidence-based practices that support making better and health-centered decisions rooted in behavior change and student development theory, to improve student well-being, reduce negative consequences, and increase student engagement.
28. The term “**sanction**” means the nature of the relationship between the University and a student or student organization that is found to have violated the Code. There are four possible sanctions: written warning, probation, suspension and expulsion. Educational outcomes may be assigned in addition to the sanction.
29. The term “**student**” or “**students**” includes all persons taking or auditing classes at the University, in person, online, or through a distance learning program; both full-time and part-time; pursuing undergraduate, graduate, or professional studies; matriculated in any

University program; and those who attend post-secondary educational institutions other than Truman State University and who reside in University residence halls. Persons who are not officially enrolled for a particular term, but who have a continuing relationship with the University, are considered “**students.**”

30. The term “**Student Conduct Code**” or “**Code**” means the policy in this chapter of the Code of Policies of the Board of Governors establishing rules for the conduct of students at Truman State University.
 31. The term “**student organization**” means (a) any number of persons who have applied for recognition/registration as a student organization by the University or (b) any number of persons who have complied with the formal requirements for University recognition/registration as a student organization, or (c) a student group acting in a manner similar to such student organizations even if not formally recognized.
 32. The term “**University**” means Truman State University.
 33. The term “**University Conduct System**” means the processes and entities created in this chapter to implement the provisions of the Code.
 34. The term “**University official**” means any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall Student Advisors.
 35. The terms “**University premises**” and “**campus**” are synonymous and include all land, buildings, facilities, and other property owned or controlled by the University.
- 8.030. Administrative Authority. The authority to administer and implement the Code is vested in the President of the University. Unless the President of the University elects to be directly involved in the administration of the Code, the authority for such administration is delegated to the Vice President for Student Engagement, who will implement the policy. The Vice President for Student Engagement will develop policies for the administration of the student conduct program and

procedural rules for the conduct of hearings that are consistent with state and federal laws and with the provisions of the Code.

8.040. Jurisdiction.

8.040.1. Jurisdiction over Student Conduct. Students at Truman State University are provided access to the Code on the OCCS website or may request a printed copy from the office. Students are charged with the responsibility of having read, and agreeing to abide by, the provisions of the Code and the authority of the student conduct process. Because the Code is based on shared values, it sets expectations for Truman student conduct no matter where or when their conduct may take place. Therefore, the Code will apply to behaviors that take place on the campus, at Truman State University-sponsored events, and may also apply off-campus, when the administration determines that the off-campus conduct affects a substantial Truman State University interest. The University extends its jurisdiction to misconduct occurring online on university networks and sponsored sites. The University may also respond to complaints of misconduct online when non-university networks or sponsored sites are used (such as posts to social media websites), when it falls under the “substantial University interest” standard. A substantial Truman State University interest is affected by conduct that:

- a. Violates federal, state, or local law, regardless of charges being filed by a prosecutor;
- b. Threatens the health or safety of others;
- c. Impinges upon the rights, property, or achievements of others; and/or
- d. Breaches the peace and/or causes disruption to the educational environment.

The Code may be applied to conduct that takes place from the time of admission, during the time a person is enrolled as a student, including during intra-semester breaks and between semesters.

Students on suspension or taking leaves of absence with the intent to return are also expected to abide by the tenets of the Code. Students who withdraw from the University may still be subject to conduct proceedings if the withdrawal was intended to avoid conduct proceedings. Further, the Code applies to guests of students, whose hosts may be held accountable for the misconduct of

their guests. Visitors to and guests of Truman State University are also protected by the Code, and may initiate grievances for violations of the Code committed by students or student organizations. Those who are aware of misconduct are encouraged to report it as quickly as possible to OCCS.

- 8.040.2. Student Organization Jurisdiction. A student organization, its leaders, and advisor(s) acknowledge on an annual basis through completion and signing of the Student Organization Recognition Agreement that they have read, reviewed, and agreed that the organization and its members will abide by the Code. Student organization leaders are responsible for actively addressing member behavior that violates the Code, both individually and behavior that is considered an organizational violation. The “reasonable person” standard will be utilized in determining if the behavior by the organization, its leaders, members, and/or guests is the responsibility of the student organization. A violation exists when a reasonable person would conclude that it is more likely than not that the act in question did occur and is the responsibility of the student organization. Organizational responsibility may extend to events in which organizations participate as well as act as sponsors, hosts, and/or cohosts (e.g. social events, philanthropy events, educational programs, Homecoming). In such cases, the University will consider the following non-exhaustive examples of criteria to determine the extent of responsibility:
- a. Number of members in attendance;
 - b. National or international association definition of “events;”
 - c. Location of an event (i.e. on campus, organization owned or rented property, etc.);
 - d. Participation in or knowledge of the planning of the event by organization leaders;
 - e. Use of organization funds to finance any portion of the event;
 - f. Collecting funds (electronically or otherwise) to finance any portion of the event;
 - g. Promotion or endorsement of the event by the organization to members and/or non-affiliated guests; and/or the
 - h. Importance of an organization’s participation in relation to the event’s purpose (i.e. would the event still occur without the organization’s participation?).

A student organization is subject to the jurisdiction of the University Conduct System if it allegedly violated a provision of the Code:

- a. Which occurs on University premises; or
- b. Which occurs at any location during activities or events arranged or sponsored by the University or by a student, student organization(s), or by a leader or a student acting on behalf of, or at the request of an organization(s); or
- c. Which occurs on a University network or a website identified as belonging to a student organization recognized by Truman; or
- d. Which occurs at any location if such conduct presents a danger or threat to the health or safety of members, guests, or others; or
- e. Which occurs at any location if such conduct adversely affects the reputation of the University, its community, and/or the pursuit of the University's objectives; or
- f. If the organization(s) chooses to protect one or more individual offenders who are members, alumni or guests of the organization(s), or guests at the organization(s)' activity; or
- g. The offense, by its nature or after a review of facts and circumstances, is deemed an organizational violation since the organization, its officers, and/or leadership failed to exercise reasonable supervision of its member(s) or guest(s); or
- h. When, at any point in the conduct process, the conduct officer, administrative hearing officer or conduct hearing panel determines that the offense, by its nature, was an organizational violation.

When members of a student organization, or students acting in a manner similar to student organizations even if not formally recognized, act together in violation of any policy, they may be held accountable as a group. In any such action, individual findings of responsibility and a determination of a sanction will be made with respect to each respondent involved in the incident.

8.050. Expectations for Conduct. At Truman State University, student members of the community and student organizations are expected to uphold and abide by certain standards of conduct that form

the basis of the Code. These standards are embodied within a set of core values that include trust, community, civility, and responsible citizenship. When members of the community fail to exemplify these values, campus conduct proceedings are used to enforce and uphold the Code. Any student or student organization found to have committed, to have attempted to commit, to have assisted, or to have been complicit in any of the following acts of misconduct is subject to the sanctions hereafter described in this chapter.

TRUST: Trust is a deeply held community value. Students and organizations at Truman State University exemplify honesty, integrity and a respect for truth in all of their dealings. Behavior that demonstrates a lack of trustworthiness includes, but is not limited to:

1. Acts of academic misconduct/dishonesty. Acts of academic misconduct/dishonesty, including, but not limited to cheating, fabrication, and plagiarism. Academic misconduct/dishonesty are addressed by processes established by the Office of the Executive Vice President for Academic Affairs and Provost, pursuant to Chapter 5, section 5.070 of this code of policies. The Provost may elect to refer a report of academic misconduct/dishonesty to OCCS, in which case the report will be adjudicated using the processes outlined in this Code.
2. Taking property/property damage.
 - 2.1. Intentional taking of (a) University property or (b) property of another.
 - 2.2. Intentional or reckless damage to (a) University property or (b) property of another.
 - 2.3. Procuring any money, goods, services, or thing of value under false pretenses, including the issuance of a check, draft, money order, or use of a credit card knowing that it will be dishonored upon presentation for payment.
 - 2.4. Knowingly taking possession of stolen property.
3. Providing false and/or misleading information and/or falsification of University records.
 - 3.1. (a) Lying, (b) deceiving, or (c) furnishing false and/or misleading information for the purpose of causing another person or University official to act or refrain from acting.

- 3.2. (a) Forgery, (b) alteration, or (c) misuse of any document, record, material, file, or instrument of identification.
- 3.3. Deliberately or purposefully providing false or misleading verbal or written information about another person that results in damage to the person's reputation.
- 3.4. Tampering with or improperly attempting to influence the election(s) of any student organization(s) or group.
4. Unauthorized use of keys and/or entry.
 - 4.1. Unauthorized (a) possession, (b) duplication or (c) use of keys, codes, or passwords to gain entry to any University premises.
 - 4.2. Unauthorized (a) entry, (b) attempted entry, (c) use of University premises, or (d) remaining in private or restricted areas of University or community facilities is prohibited.
5. Misuse of computing resources through failure to comply with laws, license agreements, and contracts governing network, software, and hardware use. Abuse of the University Computer Use Policy includes but not limited to:
 - 5.1. Any use deemed commercial or for-profit.
 - 5.2. Any use that is likely, intended, or by negligence causes unauthorized network (a) disruption, (b) system failure, or (c) data corruption.
 - 5.3. Any use related to achieving, enabling, or hiding unauthorized access to (a) network resources, (b) Truman owned software, or (c) other information belonging to Truman State University, either within or outside the Truman network.
 - 5.4. Any use related to sending/receiving electronic mail that includes, but not limited to, the following: (a) solicitation or commercial use, (b) forging any portion of an electronic mail message, (c) spamming (bulk unsolicited email), (d) sending unwanted messages to unwilling recipients, or (e) invasion of privacy.

- 5.5. Intentionally circumventing or building an unauthorized conduit through the University firewall with intentions of bypassing University (a) network management and/or (b) security devices.
- 5.6. Use of another individual's (a) identification; (b) network, email or other university-based account; and/or (c) related passwords.
- 5.7. Unauthorized transfer or entry into a file, (a) to read, use, or change the contents; or (b) for any other reason.
- 5.8. Use of computing facilities or network resources to send (a) obscene, (b) harassing, (c) threatening messages, or (d) computer viruses or worms.
- 5.9. Any use that violates Truman (a) policies, (b) procedures, and (c) contractual agreements.
- 5.10. Any use that violates (a) local, (b) state, or (c) federal laws.
6. University Wordmark Violations. Unauthorized use of the (a) University's name, (b) abbreviation, (c) trademarks, or (d) wordmarks, including the Bulldog, logo, seal, or other graphic identity symbols. The phrases "Truman State" or "Truman State University" (or some form thereof) cannot precede the title of the individual, organization or group.

COMMUNITY: Truman State University students and organizations honor and value their community. Behavior that violates this value includes, but is not limited to:

7. Disruptive conduct.
- 7.1. Acting in a manner that can reasonably be expected to disturb or obstruct the academic pursuits, including teaching, research, and administration, or infringe upon the privacy, rights (e.g., freedom of speech), privileges, health or safety of (a) students, (b) organizations, (c) the University community, (d) guests, or (e) local community.
- 7.2. Acting in a manner that can reasonably be expected to (a) disturb or obstruct the free movement of other students around the campus including pedestrian and vehicular traffic on University premises, (b) interfere with the use of University facilities, (c) prevent the normal operation of University, or (d) residential and/or social activities.

Fire Safety and Sanitation

- 7.3. Creating a fire, safety, or health hazard through misuse, abuse, rendering inoperable, or degrading the effectiveness of any University safety equipment, firefighting equipment, or fire alarms.
- 7.4. Failure to evacuate a Truman State University-owned building during a fire alarm.
- 7.5. Intentionally providing a false report of an explosive or incendiary device or other chemicals or substances, or fire, that constitutes a threat or bomb scare.
- 7.6. (a) Causing, (b) condoning, or (c) encouraging the creation of any situation involving incendiary or other chemicals or substances, explosives, or fire that reasonably may result in danger to another's person or property.

Obscene Behavior

- 7.7. Conduct that is (a) disorderly, (b) lewd, or (c) indecent, based on contemporary community standards is a violation of the Code. An example includes public urination, which is likely to cause affront or alarm and is against generally accepted standards of decency. Breast feeding or expressing breast milk is not indecent exposure.
- 7.8. An act that (a) is a breach of peace or (b) that aids, abets, or procures another person to breach the peace on University premises, at activities or events arranged or sponsored by the University, or sponsored by a student organization(s), regardless of location.

Compliance with the Directions or Requests of University Officials.

- 7.9. Failure to timely comply with oral or written instruction from duly authorized (a) University officials acting within the scope of their job duties, (b) authorized agents acting in the performance of their duties, or (c) law enforcement officers acting in performance of their duties.
- 7.10. Failure to identify oneself or organization upon request to (a) University officials acting within the scope of their job duties or (b) law enforcement officers acting in performance

of their duties when requested to do so. A student is required to timely produce their University ID card upon the request of an official or law enforcement officer.

Use of Facilities

- 7.11. Students and organizations planning events in University facilities are responsible for knowing and being in full compliance with any applicable policies. Students and organizations should check with the University department or office responsible for the facility to guarantee that all procedures have been followed.

CIVILITY: Truman State University students and organizations exemplify civil and respectful treatment of each other in their dealings and interactions. Behavior that violates this value includes, but is not limited to:

8. Physical Harm

- 8.1. Intentional or reckless physical harm or threat of physical harm to any person.
- 8.2. Failure to respect the privacy of other individuals, including, but not limited to, eavesdropping, surveillance, or intruding upon the privacy of another person or group by means of bugging devices, concealed recorders, magnifying optics, etc.
- 8.3. Conduct that intentionally or recklessly threatens or endangers the health or safety of any other person(s).
- 8.4. Condone or encourage acts that cause physical harm.
- 8.5. Smoking or use of other nicotine delivery products on campus as prohibited by campus policy.
- 8.6. Bullying and cyberbullying through repeated and/or severe aggressive behaviors that intimidate, intentionally harm, or control another person physically or emotionally, and are not protected by freedom of expression.
- 8.7. Stalking by repetitive and/or menacing pursuit, following, harassment, and/or interference with the peace and/or safety of a member of the community; or the safety of any of the immediate family of members of the community.

9. Violation of University policies as defined above in this chapter, when such policies are published or otherwise made known to students or organizations in a fair and open manner.
10. Failure to properly maintain a student's or student organization's facilities, property (furnishings, equipment, etc.), or surrounding real estate property, whether owned or leased, so as to create a potential danger to the health and/or safety of the occupants or members of the University and surrounding community is prohibited.
11. Misconduct at University sponsored/related activities. Violation of University rules or regulations of a host institution sponsored/related activity.
12. Abuse of University conduct procedures, including, but not limited to:
 - 12.1. Failure to comply with instructions of the designated conduct officer, including attendance at meetings.
 - 12.2. Falsification, distortion, or misrepresentation of information to the University Conduct system.
 - 12.3. Disruption of or interference with the orderly operation of the University Conduct system.
 - 12.4. Initiation of a conduct proceeding knowingly without cause.
 - 12.5. Failing to provide, destroying, or hiding information during an investigation of an alleged policy violation.
 - 12.6. Attempting to discourage an individual's proper participation in, or use of, the University Conduct system.
 - 12.7. Attempting or committing an act of retaliation against a person or student organization that has reported or intends to report a violation of the Code, or anyone who is a witness.
 - 12.8. Attempting to influence the impartiality of either an administrative hearing officer or a member of a conduct hearing panel prior to, or during the course of, participation in the University Conduct system.

- 12.9. Harassment, abuse, or intimidation of either an administrative hearing officer or member of a conduct hearing panel, student or organization, prior to, during, or after participation in the University Conduct system.
- 12.10. Failure to comply with the sanction or educational outcomes imposed under the Code.
- 12.11. Influencing or attempting to influence another person to commit an abuse of the University Conduct system.
13. Complicity. Condoning, supporting, or encouraging a violation of University policy, or the failure to appropriately address known or identifiable violations of the Code or law. Students who anticipate or observe a violation of University policy shall remove themselves from the situation and should report the possible violation immediately.
14. Social Host. It is the responsibility of any student or organization who hosts a guest or another organization, on or off campus, to ensure that the guest or guest organization knows and adheres to the Code and University policies. Hosts are responsible for all that occurs within facilities they use on campus, or own, or rent off-campus. In instances where guests or guest organizations violate rules or policies, the student or organization host may be held responsible. Whether a visitor is a student, alumni, non-student, or non-identified guest, the host may be held responsible for violations of the Code and University policies. Responsibility under these rules may occur even if the host or an officer of the host's organization is not a participant in the activity or has left the visitor(s) alone. A Truman student or organization is in violation of this policy if they violate the rules of another institution while a visitor at that institution.
15. Advertising and Social Media.
 - 15.1. Origination, circulation, or posting of any advertising media or social media that contains matter that violates or is contrary to the policies of the University, other Board of Governors policies, Student Organization Recognition Agreement, Union and

Involvement Services, Department of Residence Life, Student Recreation Center, Student Union, and/or federal, state or local law is prohibited.

- 15.2. Organization, circulation or posting of any advertising media or social media containing (a) false information, (b) misleading information, (c) obscene language or images, (d) patently offensive material, (e) the promotion of alcohol or illegal drugs, or (f) illegal activities/behavior is prohibited.
16. Abusive affiliation (hazing), which the law might recognize by the term “hazing,” is any act on or off the campus of the University that a reasonable person would find to endanger the mental or physical health or comfort or safety of a student or prospective student or member, or which results in the destruction or removal of public or private property, or which causes embarrassment or humiliation, for the purpose of initiation or admission into, affiliation with, or confirming any form of affiliation, or continued membership in a recognized student organization, or any group, regardless of an individual’s consent to participate in the activity. Acts of abusive affiliation include, but are not limited to:
 - 16.1. Any activity which endangers the physical health or safety of the student or prospective member, including, but not limited to, physical brutality, whipping, beating, paddling, slapping, kicking, choking, scratching, branding, exposure to the elements, forced, pressured or coerced consumption of any food, liquor, drug, or other substance, or forced, pressured or coerced smoking or chewing of tobacco products; or
 - 16.2. Any activity that endangers the mental health of the student or prospective member, including but not limited to sleep deprivation, physical confinement, placing prospective members of an organization or group in ambiguous situations which lead to confusion and emotional stress or other extreme stress inducing activity; or
 - 16.3. Any activity that requires the student or prospective member to perform a duty or task that involves a violation of the criminal laws of this state, city, or any University policies, rules, or regulations published in University documents; or

- 16.4. Subservience, including but not limited to any activity which promotes a class system within organizations or activities which facilitate inappropriate levels of authority over students.

RESPONSIBLE CITIZENSHIP: Truman State University students and organizations are given and accept a high level of responsibility as role models. Responsible citizenship requires self-reflection and acceptance of the duty to model ethical and moral conduct. Behavior that violates this value includes, but is not limited to:

17. Narcotics, controlled substances (including but not limited to marijuana), chemicals, and drug paraphernalia violations.
- 17.1. (a) Manufacture, (b) possession, (c) use or under the influence of, (d) sale, (e) distribution of narcotic or other controlled substances, (f) drug paraphernalia, and/or (g) other chemicals is prohibited, without proper prescription or required license, except as expressly permitted by law or University regulation. Possession could mean knowingly being in the presence of narcotic or other controlled substances, drug paraphernalia, or other chemicals. Each student or organization will take all necessary steps to see that this regulation is not violated at functions they sponsor or host as well as on any property they own, occupy, operate, and/or rent.
- 17.2. Misuse or abuse of prescription medications and/or drugs.
- 17.3. Operating a vehicle on University property, or on streets or roadways adjacent to or abutting University property under the influence of a narcotic or other controlled substance.
18. Alcohol violations.
- 18.1. Public intoxication on University premises.
- 18.2. No student or organization will furnish or cause to be or allow to be furnished any alcoholic beverage to any person in a state of noticeable intoxication.
- 18.3. (a) Manufacture, (b) possession, (c) use or being under the influence of including but not limited to binge drinking, (d) sale, or (e) distribution of alcoholic beverages or alcohol

paraphernalia on University premises when such manufacture, possession, use or being under the influence of, sale, or distribution is prohibited by law or University policy. Possession could mean knowingly being in the presence of alcohol. Each student or organization will take all necessary steps to see that this regulation is not violated at functions they sponsor or host as well as on any property they own, occupy, operate, and/or rent.

- 18.4. Operating a vehicle on University property, or on streets or roadways adjacent to or abutting University property under the influence of alcohol.
- 18.5. The sale of alcohol by a student or student organization at an event is prohibited, as are donations, sales of items, or other financial arrangements that are used to secure funding for the purchase of alcohol.
- 18.6. When alcoholic beverages are present at off-campus activities sponsored by a student or a student organization, (a) the student or organization must provide non-carbonated, non-alcoholic beverages and an adequate supply of food that is in plain view of those attending; and (b) the student or organization must not permit, encourage, or sponsor participation in pre-partying or any drinking games or themes that might encourage the rapid/excessive consumption of alcohol.
19. Possession and/or use of a firearm and/or dangerous material.
 - 19.1. Possession of (a) firearms [including BB, paint, and pellet guns] or (b) any other weapons other than a common pocket knife on University premises or at University sponsored/related activities unless specifically approved by a University official.
 - 19.2. Possession of (a) fireworks, (b) explosives, or (c) dangerous chemicals which are disruptive, explosive, or corrosive on University premises or at University sponsored/related activities unless specifically approved by a University official.

20. Gambling is prohibited at activities or events arranged or sponsored by the University, on University premises, or sponsored by a student organization(s), regardless of location. It is prohibited to:
 - 20.1. Play or sponsor an unlawful game of chance for money or for anything of value (a) on University premises or (b) at a University or student organization sponsored activity or event.
 - 20.2. Sell, barter, or dispose of a ticket, order, or any interest in a scheme of chance by whatever name (a) on University premises or (b) at a University or student organization sponsored activity or event.
 - 20.3. Wager on a University team or student organization in a competition, with or without an intent to have a direct influence on the outcome of the competition (a) on University premises or (b) at a University or student organization sponsored activity or event.
21. Allegation of commission of felony, misdemeanor, or other crime. Allegation of commission of an act which may be a (a) felony, (b) misdemeanor, or (c) other crime as provided in local, state, or federal law will also constitute a violation of this Code, and subject the accused student to conduct action, whether or not prosecuted by public officials.
22. Violations Applicable to Organizations.
 - 22.1. Crowd size that exceeds such limits so as to infringe upon the rights and/or property of others and/or endanger those in attendance is prohibited.
 - 22.2. Failure to provide adequate sober/security monitors or implement other reasonable security measures in order to ensure the safety of those in attendance at an organization-sponsored event is prohibited.
 - 22.3. Failure to abide by the policies established by the University, governing councils, or national/international organizations.

22.4. All student organizations will conduct any solicitation and fundraising activities in a manner that does not violate and is not contrary to the policies of the University or its Union and Involvement Services, Department of Residence Life, Student Recreation Center, Student Union, Business Office and/or federal, state, or local law.

Acts of misconduct by a student or student organization will be cumulative in effect, and all acts of misconduct may be considered together in deciding whether the Code has been violated and, if a violation is found, the imposition of a sanction and educational outcomes.

8.060. Relationship of Law Enforcement and University Conduct System. Violations of federal, state, and local laws are incorporated as offenses under the Code. When an offense occurs over which the University has jurisdiction, the University conduct process will usually go forward notwithstanding any criminal charges that may arise from the same incident. Should a student withdraw or be on suspension from the University when criminal charges are made, it is the typical practice of the University to pursue investigation and resolution of campus conduct matters, regardless of the fact that the student has withdrawn.

When a student is arrested, charged, or indicted for a crime, the University may elect to take action against that student for violation of the Code, which incorporates violation of local, state, and federal laws as code infractions. In situations where information from law enforcement necessary to establish the facts of the case is unavailable, proceedings may be delayed. Students are always encouraged to report criminal activity to the appropriate law enforcement officials.

8.060.1. Cooperation with Authorities. When a student is charged by federal, state or local authorities with a violation of law, the University will not request or agree to special consideration for that individual because of their status as a student. If the alleged offense is also the subject of a proceeding for a violation of the Code, the University may advise off-campus authorities of the existence of the Code and of how such matters are handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on University premises and in the compliance with conditions

imposed by criminal courts for the rehabilitation of student violators. However, the University cannot delay its processes unreasonably while criminal investigations are underway and, without interfering, will undertake internal resolution of complaints even though those complaints may arise from conduct that may also be criminal in nature. Individual students and employees, acting in their personal capacities, will remain free to interact with governmental representatives, as they deem appropriate.

8.070. Interim Suspension. In certain circumstances, the Vice President for Student Engagement, or their designee, may impose an interim suspension prior to a conduct hearing. The University will permit any student or student organization who receives an interim suspension to request a meeting as soon as possible with the Vice President for Student Engagement or designee to show cause why an interim suspension is not merited. Regardless of the outcome of this meeting, the University may still proceed with the scheduling of a campus hearing if appropriate. The following will be the only issues discussed at the meeting:

- a. Information related to the facts the University has regarding the student's or student organization's conduct as well as the identity of the student or student organization.
- b. The conduct in question and whether it is reasonable to believe that the student's or student organization's presence on campus poses a substantial or immediate threat for the reasons listed below.

8.070.1. Reasons. Interim suspension may be imposed pursuant to, but not limited to:

- a. Ensure the safety and well-being of members of the University community,
- b. Preservation of any University premises,
- c. Disruption to, or interference with, the normal operations of the University,
- d. Undue interference with a University investigation,
- e. Disturbance of the University's educational mission, or
- f. When a student is facing a criminal investigation and/or criminal charges

8.070.2. Denial of Access. During the interim suspension, a student or student organization may be denied access to any or all University premises, or any activities or events arranged or sponsored by the University or student organizations, as the Vice President for Student Engagement or their designee may determine to be appropriate. A notice of trespass upon University premises may be issued to a student placed on interim suspension.

8.080 University Conduct Board. The University shall have a Student Conduct Board (SCB) under the oversight of OCCS. The SCB shall serve as a pool of people who are, once trained, available to serve as an administrative hearing officer, conduct hearing panel member, or chair of a conduct hearing panel. A SCB member may also elect to be trained and serve in a variety of other roles such as a process advisor, conduct officer, or facilitator of an educational program. The SCB will also serve as an advisory board to OCCS. The term for individuals chosen to be on the SCB is two calendar years (January 1st of year one through December 31st of year two), and a member may serve more than one consecutive term at the discretion of the Vice President for Student Engagement or the Director of OCCS. The Director of OCCS is responsible for coordinating training sessions, facilitating meetings, and assigning members to various roles. The Vice President for Student Engagement or Director of OCCS has authority to make interim appointments to fill any open slot from the three categories below. The composition of the SCB will be as follows:

- a. At least three (3) full-time students. OCCS will be responsible for recruiting and recommending student SCB nominees to be appointed by the Vice President for Student Engagement after consultation with Student Government.
- b. At least three (3) faculty. OCCS will be responsible for recruiting and recommending faculty SCB nominees to be appointed by the Vice President for Student Engagement after consultation with the Executive Vice President for Academic Affairs and Provost and with the Chair of Faculty Senate.

- c. At least three (3) staff. OCCS will be responsible for recruiting and recommending staff SCB nominees to be appointed by the Vice President for Student Engagement after consultation with the Chair of the Staff Council.

The SCB may perform additional functions and roles as may be determined from time to time by the Vice President for Student Engagement or the Director of OCCS.

8.090. Allegations of Unlawful Discrimination, Harassment, or Retaliation: The University’s Institutional Compliance Office (ICO) investigates and remedies complaints alleging discrimination or harassment based on any legally protected characteristic. If ICO determines that it lacks jurisdiction over a complaint, it may be referred to OCCS and will be handled in accordance with this Code.

8.100. Investigation and Disposition of Offenses: Any member of the University community may file a complaint of misconduct against students or student organizations. Complaints asking for action on the misconduct are to be prepared in writing and signed by the complainant. Complaints are to be directed to the Director of OCCS.

Individuals or entities outside the University may provide information related to student or student organization misconduct to the conduct officer for consideration. As necessary, Truman State University reserves the right to initiate a complaint, to serve as complainant, to initiate, and/or complete conduct proceedings without a formal complaint or the cooperation of the alleged victim of misconduct when there is a substantial university interest to do so. Substantial university interest is defined in section 8.040.1. When a complaint is received, the conduct officer will conduct an initial review which most likely will include a conference with the complainant and possibly the respondent. The initial conference will be followed by an investigation. This may mean interviewing witnesses and gathering information from other agencies (law enforcement, campus offices, etc.). This investigation is not the same as a police led investigation and standard rules of evidence used in the criminal court do not apply. After the complaint has been investigated and allegations of violation of the Code have been identified, the conduct officer will

decide the appropriate course of action. Complainants and/or respondents may be consulted prior to the conduct officer's decision to move forward with informal or formal resolution procedures. Both parties may also be consulted regarding the type of hearing that will be used to resolve the complaint. The conduct officer will make the final decision regarding the resolution process based on input from the parties, the severity of the charges and potential sanctions, the complexity of the evidence, and the availability and preparation of appropriate SCB members. The following are available resolution processes:

- a. No Action. Complaints that fall outside the Code's jurisdiction, do not violate the Code, or not supported by sufficient information may result in no action being taken by OCCS.
- b. Amnesty.
 - i. Emergency Medical Amnesty.

If a person needs emergency medical attention, particularly resulting from the use of alcohol or other drugs, it is critical that students and student organizations take responsible action by calling an ambulance or other appropriate emergency response personnel (ambulance, police, fire, etc.) to gain that assistance. Responsible action includes:

- CALL for help. In medical emergencies, immediate action should be taken by calling 9-1-1 either off campus or on campus.
- STAY with the person until help arrives and you have been told your assistance is no longer needed.
- COOPERATE with responding staff or emergency personnel, including all requests for information and assistance.

Students and student organizations who take such responsible action by seeking emergency medical attention, or for whom such action is taken, will not be subject to the student conduct process for recreational alcohol or drug use, nor will the incident become part of the student's or student organization's conduct record. However, all

students [including the student(s) needing assistance and reporter(s)] may be required to complete educational measures and pay any costs associated with those measures. Students and student organizations who do not take responsible action will be subject to the full extent of the Code.

Students requiring emergency medical assistance, and student organizations hosting events where emergency medical attention is sought will be limited to one application of emergency medical amnesty every twelve (12) months. Individuals who engage in responsible action (call, stay, cooperate) will not be limited in the number of applications of emergency medical amnesty where they serve as the person calling for help. The application of emergency medical amnesty does not preclude the University from pursuing charges against a student or student organization for allegations of code violations other than recreational drug or alcohol use policies. Possession with intent to deliver is not covered under emergency medical amnesty. Additional information and illustrative examples are available on the OCCS website.

ii. Amnesty for Victims of Violent Crimes.

The University provides amnesty to students who have experienced violent crimes and who may be hesitant to file a complaint because they fear that they themselves may be accused of policy violations, such as underage drinking, at the time of the incident.

Educational options may be explored, but no conduct proceedings against the complainant or conduct record will result.

c. Informal Resolution. Informal resolution is a process for addressing the complaint that will not result in a conduct record. Informal resolution may involve mediation and/or agreed resolution.

i. Mediation. Uncontested allegations or complaints that can be resolved through negotiated procedures will result in mediation if agreed upon by both parties. The conduct officer will work with both parties to determine a mutually acceptable

solution. In these cases documentation of the incident and its resolution will be kept in University records, but will not be part of a student's conduct record unless future violations take place. Records, however, will be kept of the resolution and can be used in future conduct proceedings if appropriate to establish a pattern of behavior. Mediation agreements are final and not subject to review. Mediation involves the following process:

- a. Mutual Consent. The conduct officer communicates with both the complainant and the respondent, explains the various options for resolving the concern, and both parties agree in writing to mediation.
 - b. Notification. Each party is notified regarding the behavior of concern, the time and date of the mediation, rules regarding the mediation process, the binding nature of the outcomes, and the consequences of violating the agreements.
 - c. Mediation Process. Mediation involves an opportunity for both parties to present and respond to concerns and to present and discuss potential solutions. The goal for mediation is a mutually agreed upon resolution. Agreements made during mediation are binding and final. One or both parties may withdraw from the process at any time and pursue a different course of resolution. The mediator may also terminate mediation if parties do not abide by the rules of mediation or if a mutually agreeable resolution is not possible.
 - d. Notification of Outcomes. Participants will receive written confirmation of the outcomes of the mediation and the consequences of failing to abide by the agreements.
- ii. Agreed Resolution. When the conduct in question is determined by the conduct officer to be a minor violation (typically a violation that does not cause harm to persons or property) and the respondent has no prior conduct history with the University, the conduct in question may be resolved through the agreed resolution

process. If the respondent takes responsibility for the conduct in question, completes a restorative program and is not responsible for any violation of the Code for a term established by the conduct officer, the resolution will not be included in a student's conduct record. If the respondent fails to complete the restorative program or is found responsible for a violation of the Code during the term established by the conduct officer, the violation will become part of the student's conduct record and an appropriate sanction and educational outcomes will be imposed. Records will be kept of the resolution and can be used in future conduct proceedings if appropriate to establish a pattern of behavior.

- d. Formal Resolution: Formal resolution involves a resolution process that will result in a conduct record if the respondent is found responsible for violating the Code. Formal resolution involves either an administrative hearing or a conduct panel hearing.

8.100.3. Formal Resolution Through an Administrative Hearing. The administrative hearing process is the most commonly used method for formal resolution of conduct complaints. Administrative hearings are rarely utilized when the complaint involves complex or controversial testimony or documentation, or when the sanctions of suspension, expulsion, or non-recognition of an organization are possible outcomes.

- a. Notice and Time of Hearing. After the complaint has been investigated, allegations of violation of the Code have been determined, and an administrative hearing has been found to be the appropriate course of resolution by the conduct officer, a notice is sent to the student or student organization with information regarding the administrative hearing. Notice will be in writing, and will be emailed to the respondent's University e-mail address and also may be mailed to the local or permanent address of the respondent. Once mailed, such notice will be presumptively delivered. A notice letter will include the following:
 - i. A concise summary of the alleged violation;

- ii. All policies the respondent is alleged to have violated and the possible consequences if the respondent is found in violation;
 - iii. Relevant procedures for resolution of the complaint; and,
 - iv. The date, time, and place of the hearing or instructions for the respondent to schedule the hearing.
- b. Administrative Hearing Process. Hearings to determine whether a student or student organization has violated the Code will be conducted by a conduct officer according to this Code and any other procedures as issued by the Vice President for Student Engagement. Minor variations in established hearing procedures may be approved on an ad hoc basis by the Vice President for Student Engagement and the Director of Citizenship and Community Standards as long as they do not materially impact the fairness of the proceedings. Every effort will be made to assure fair and impartial hearings. The hearings will be conducted in closed session, and all hearings and records will be administered in compliance with Family Educational Rights and Privacy Act (“FERPA”). The respondent has the right to consult a process advisor of their/its choice before, during, and after any hearing, or review. Typically the administrative hearing process is facilitated through one meeting with the respondent, which includes an opportunity to discuss the respondent’s rights within the process and to hear information regarding the facts of the case from the respondent. During this conversation the respondent will state whether they are responsible for the allegations and the administrative hearing officer will make a finding as to whether it is more likely than not that the violation occurred.
- c. Notification of Outcomes. If a finding is made that the respondent is responsible for a policy violation, the conduct officer will determine an appropriate sanction and educational outcomes based on considerations listed in section 8.110 of the Code. The conduct officer will communicate the finding, sanction, and educational outcome(s) to the respondent in writing via the respondent’s University email address and also may be mailed to the local or

permanent address of the respondent. Pertinent information regarding the outcome will also be shared with the complainant when appropriate. Once mailed, such notice will be presumed to be delivered. Decisions following an administrative hearing are final except in cases where the sanction is suspension or expulsion from the University for a student and suspension or revocation of University recognition for a student organization. See Section 8.120.

8.100.4. Complaint Resolution Through a Conduct Panel Hearing (CPH). Conduct panel hearings are used to resolve a minority of complaints. CPHs are most often used in the resolution of more serious allegations of violations of the Code or in situations where students face potential suspension or expulsion from the University or student organizations face potential suspension or revocation of their University recognition. CPHs may also be used in situations involving complex evidence or circumstances.

- a. Composition of the Conduct Hearing Panel (CHP). The panel has at least three (3) members consisting of students, faculty, and/or staff. The panel is chosen from a pool of trained members of the SCB. For each complaint, a new panel will be chosen at random under the supervision of the conduct officer. The conduct officer may elect to appoint a nonvoting alternate panel member who will participate in the hearing process until deliberations begin unless they are needed to replace a voting panel member. Any member of the panel who presents a conflict of interest due to any prejudicial factors (anything that would prevent an impartial and objective determination) should remove themselves from consideration, and may be removed from the panel by the conduct officer. One member of each panel will be designated by the conduct officer to serve as chairperson, who will conduct the hearing and serve as the official representative of the panel. The chairperson has final say on all questions of admissibility of information, appropriateness of questions, and on any procedural decisions. The chairperson will render decisions on all requests prior to and during the hearing. The panel will be allowed to directly question all involved parties [respondent(s), complainant(s), and witnesses] during the hearing. The chairperson may also

permit parties to directly or indirectly question each other and witnesses. The chairperson has the authority to stop direct questioning at any time if the parties fail to conduct themselves in a mature and civil manner. All decisions regarding findings and, if applicable, a sanction will be made by a majority vote of the panelists. Abstention is not permitted. Every panel member will vote on the respondent's responsibility for each alleged violation, using the "more likely than not" standard. The Vice President for Student Engagement or the Director of OCCS may implement alternate procedures when the usual pool of SCB members is not available.

- b. Panel Hearing Process. Several steps, explained below, are involved in the process of preparing for and conducting a panel hearing.
 - i. Notice and Time for Hearings. Notice will be in writing, and may be delivered in person during a meeting with the conduct officer. Notice will also be e-mailed to the respondent's University e-mail address and also may be mailed to the local or permanent address of the respondent. Once mailed, such notice will be presumed delivered. The notice will include:
 1. A concise summary of the alleged violation;
 2. Identification of all policies the respondent is alleged to have violated and the possible consequences if the respondent is found in violation;
 3. Relevant procedures for resolution of the complaint;
 4. Date, time, and place of the hearing;
 5. A list of the University's witnesses (to be supplemented later if necessary);
 6. A deadline for meeting with the conduct officer; and,
 7. Instructions for the respondent to contact the conduct officer within two (2) business days of delivery of the notice letter with a written response to the complaint stating their position regarding responsibility for each alleged policy violation. The respondent may request in writing for an additional two (2) business days to respond.

Written notice of the time, date, and location of the hearing will be sent by email to all parties to the complaint, who may additionally be notified in person, by telephone, or by US mail. If a respondent fails to respond to the notice, the conduct officer will initiate a complaint against the respondent for failure to comply with the directives of a University official, and give notice of this additional offense. Failure to respond to this second notice within two (2) business days by answering the initial notice may result in the respondent being placed on interim suspension until such time as they respond to the complaint. In complaints where the Director of OCCS serves as the complainant, another conduct officer may carry out the pre-hearing duties.

- ii. Pre-hearing Process. Multiple individuals are involved in preparations for a panel hearing as outlined below:

Respondent. When a student or student organization denies a violation of the Code, they will have a minimum of seven (7) business days to prepare for a hearing. The respondent may make a written request to the conduct officer for a hearing date sooner than seven (7) business days from delivery of the notice of the hearing. At least three (3) business days before any scheduled hearing, the respondent will deliver to the conduct officer a written response to the complaint if one has not already been submitted, a written list of all witnesses the respondent intends to call on their behalf at the hearing with a summary of what information each witness will provide and full contact information for such witnesses, a list and copy of all physical items the respondent intends to present at the hearing, a summary of the purpose for presenting each physical item, who has possession or custody of such physical item, and the name of any process advisor who may be accompanying them to the hearing.

Complainant. Once a complainant receives notice of a panel hearing, they will be given a minimum of seven (7) business days to prepare for a hearing. The complainant

may make a written request to the conduct officer for a hearing date sooner than seven (7) business days from delivery of notice of the hearing. At least three (3) business days before any scheduled hearing, the complainant will deliver to the conduct officer a written list of all witnesses the complainant intends to call on their behalf at the hearing with a summary of what information each witness will provide and full contact information for such witnesses, a list and copy of all physical items the complainant intends to present at the hearing, a summary of the purpose for presenting each physical item, who has possession or custody of such physical item, and the name of any process advisor who may be accompanying them to the hearing.

Conduct Officer. The conduct officer will ensure that the above information and all other available written documentation will be shared between the complainant and the respondent at least two (2) business days before the scheduled hearing. Each party will also be given a list of the names of the hearing panel members for the case. Should either party object to any members of the panel, they must raise all objections in writing to the conduct officer immediately and no later than one (1) business day before the scheduled hearing. Panel members will only be unseated if the conduct officer concludes that their bias precludes an impartial hearing of the complaint. The conduct officer may grant a request by a party for an extension of any of the timelines set pursuant to this section, including hearing dates, for good cause shown by the requesting party, including the University. The conduct officer will only grant a request for extension of time if approval does not compromise a party's right to due process.

Witnesses. In most cases, witnesses are to be identified in advance. The identity of a witness may be kept confidential for safety reasons at the discretion of the Chairperson if knowing the identity of a witness is not essential to a party's case.

While witnesses are subject to questioning at the hearing, unavailable witnesses may submit their testimony by telephone or written statement.

- iii. Panel Hearing Procedures. Hearings to determine whether a respondent has violated the Code as alleged, or as reasonably related to the facts as alleged, will be presented to a conduct hearing panel according to this Code and any other procedures as issued by the Vice President for Student Engagement and the Director of OCCS. Minor variations in established hearing procedures may be approved on an ad hoc basis by the Vice President for Student Engagement or the Director of OCCS provided they do not materially impact on the fairness of the proceedings. Every effort will be made to assure fair and impartial hearings. The hearings will be conducted in closed session, and all hearings and records will be administered in compliance with FERPA. The respondent has the right to consult a process advisor before, during, and after any hearing or appeal. If there is an alleged victim of the conduct in question, the alleged victim may serve as the complainant, or may request to have the Director of OCCS or their designee serve as complainant. Where there is no victim, the Director of OCCS or their designee will serve as complainant. A student serving as complainant has the same rights to a process advisor as the respondent. Parents or other support persons for the complainant or respondent may also attend, but like process advisors are not permitted to speak, (e.g., make opening or closing remarks, examine or cross examine, ask questions, to submit and object to information, to address the hearing panel), or delay scheduling any hearing, conference, or appeal. While previous conduct violations by the respondent are not generally admissible as information about the present alleged violation, the conduct officer may supply previous complaint information to the panel when the respondent has previously been found responsible for a similar section of the Code, which may be used to establish a pattern of behavior.

- iv. Hearing Deliberations. Deliberations will take place in a private setting with only members of the CHP in attendance. When a respondent is found not responsible for any alleged violation, the CHP has completed its responsibilities, and the respondent is provided notice in writing which will also be included in their conduct record. If the CHP determines a finding of responsible for any of the alleged violations, the CHP will recommend an appropriate sanction and/or educational outcomes to the conduct officer. Prior to making a recommendation, the chairperson will contact the conduct officer to learn if there is a previous history that should be considered in the sanctioning process. Factors that should be considered in determining a sanction appear in section 8.110. The chairperson will provide a report to the Director of OCCS stating the findings of the panel and, when appropriate, recommendations regarding the sanction and educational outcomes, including concise rationale for the outcome and their relationship to the alleged violations. This report should be brief and be submitted to the Director of OCCS within two (2) business days after the business day that deliberations concluded. The Director of OCCS or their designee will inform the parties of the results within seven (7) business days after the hearing panel report is submitted to OCCS as allowed under FERPA.
- v. Record of Panel Hearings. There will be a single digital recording of all hearings before a panel. The record will be the property of the University. In the event a party petitions for an appeal of a decision or a sanction and wishes to review the digital record, they may make a request in writing to do so to the Vice President for Student Engagement. A party filing an appeal may request a transcription of the hearing. The transcription should normally be provided subject to payment of costs for the production of the transcript. Personally identifiable information will be redacted, unless FERPA consents have been sought and obtained from those students mentioned in the record.

8.110. Sanctions and Educational Outcomes. Following any hearing, a decision letter will be delivered to the respondent's University e-mail address and also may be delivered via the US Postal Service mail or hand delivered to the respondent, and the complainant if applicable. Said notice will include a concise summary on the decision and identified sanction, educational outcomes, and information on the appeal process if the decision is eligible for an appeal. Once mailed, such decision letter will be presumed to be delivered.

8.110.1. Sanctions. A sanction is a consequence placed upon students and student organizations when found in violation of the Code. Sanctions help define the relationship between the student or student organization and the University. The following sanctions may be imposed upon any student or student organization found to have violated the Code.

1. Written Warning. A notice in writing to the student or student organization that they have been found responsible for violating one or more provisions of the Code.
2. Probation. Probation is assigned for a designated period of time which may include conditions (e.g., periodic review meetings). An additional violation of the Code while on probation may lead to additional outcomes.
3. University Suspension. Separation of the student or student organization from the University for a definite period of time, after which the student or student organization is eligible to return. Conditions for readmission may be specified. Records will note a sanction of suspension due to conduct proceedings. The period of time may begin immediately or begin at some time in the future (e.g., at the end of the current semester, after an appeal process, etc.) While on University Suspension, the student or student organization may be denied access to University premises, and University or student organization sponsored activity. In the case where a student is a member of a student organization, the student may be prohibited from attending the student organization's activities on or off-campus.

4. University Expulsion. Permanent separation of the student from the University or non-recognition of the student organization. Records will note a sanction of expulsion due to conduct proceedings.

8.110.2 Educational Outcomes. Educational outcomes are assigned actions that may serve to repair damages, encourage reflection and learning, and/or assist the student or student organization in meeting the University's expectations. A sanction may include one or more educational outcomes. Examples of educational outcomes include, but are not limited to:

1. Loss of Privileges. Denial of specified privileges for a designated period of time.
2. Restitution. Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement.
3. Discretionary Outcomes. Work assignments, service to the University, or other related discretionary assignments.
4. Developmental Outcomes. Projects or assignments designed to educate a student or student organization(s) in connection with the effect of their behavior on the community.
5. Residence Hall Restrictions. Restrictions for continued residence on campus. Restrictions will be for a designated period of time, and will include the probability for additional outcomes if the student fails to fulfill the conditions for continued residence or is found to be violating or to have violated any provisions of the Residence Life Handbook or the Code during the restrictions period.
6. Residence Hall Removal. Removal of a student or student organization from the residence halls for either a definite period of time after which the student or student organization is eligible to return when conditions for return are met, or permanent removal.
7. Limited Access. A student or student organization may be denied access to any or all of University premises, or any activities or events arranged or sponsored by the University or student organization, as the Vice President for Student Engagement or the conduct officer may determine to be appropriate.

8.110.3. Parental Notification. Subject to FERPA, Truman State University reserves the right to notify parents/guardians of students regarding any conduct situation, including alcohol and other drug related violations. Truman State University may contact parents/guardians to inform them of situations in which there is a health and/or safety risk.

8.110.4. Conditions Leading to a More Severe Sanction and/or Additional Outcomes. If any of the following conditions exist in a violation of the Code, a more severe sanction or additional outcomes may be given to the respondent:

- a. The use or possession of a firearm(s) or other weapon(s);
- b. The existence of a prior record of violation(s) in this chapter by the respondent(s); and
- c. Any additional factors which contribute to the severity of the offense.

Other aggravating factors can serve as a cause to impose a more severe sanction and/or additional outcomes such as failure to express regret, failure to recognize errors in judgment, and/or unwillingness to address factors leading to the behavior.

8.110.5. Responsible Action Policy. The welfare of our students is of the highest importance to Truman State University. There will be times when individual students, both on and off campus, may have knowledge of a situation that may present a significant threat to the health and welfare of themselves or others. The University wants to eliminate any hesitation that students or student organizations might have in obtaining help due to concern that their own behavior might be a violation of University policy.

The University will take into consideration the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the incident. Any possible negative consequence for the reporter of the problem will be evaluated against the positive consequences of the intervention for the student in need.

Responsible citizens recognize and accept the duty to make ethical and moral decisions about the health and safety of themselves or others even when to do so might result in personal inconvenience. At a minimum, the University hopes that a student or student organization would

make an anonymous report that would put the student in need in touch with a professional trained to help and care for our students. If charged and found responsible for a violation of the Code, the sanction imposed, if any, will be less severe when students or student organizations appropriately report dangerous circumstances than if students or student organizations fail to report.

8.110.6. Additional Conditions Leading to Less Severe Sanctions.

Mitigating factors can serve as a cause to moderate a sanction. If any of the following conditions exist in a violation of the Code, a less severe sanction or fewer educational outcomes may be given to the respondent including but not limited to payment of restitution, sincere regret, acceptance of responsibility for the misconduct, taking steps to ensure the misconduct does not occur again, etc.

8.110.7. Student and Student Organization Records, Record Retention, and Record Consideration in

Organization Sanctions. Conduct sanctions become part of the student's conduct record. Conduct records of students will be kept for a period of no more than seven (7) years after the academic year when final disposition of the violation occurred, except in complaints of suspension and expulsion, where the record will be kept permanently. Student conduct records may be kept longer due to special circumstances, as deemed necessary by the Vice President for Student Engagement. Conduct records of student organizations will be kept permanently for historical and archival purposes. Generally, a five-year time frame will be utilized when considering a sanction and educational outcomes for a student organization. However, a longer time frame may be considered when evaluating sanctions for serious violations of the Code (e.g., patterns of organizational behavior that include alcohol-and-drug related misconduct, abusive affiliation, life safety issues, etc.).

8.120. Appeal of Decision. When the sanction of a case is suspension or expulsion, or non-recognition of a student organization, the student or student organization may appeal the decision. Any request must be submitted in writing, addressed to and delivered to the Vice President for Student Engagement, and include all supporting facts and arguments, no later than seven (7) business days after the notification of decision has been delivered to the appellant unless an extension has been

granted by the conduct officer for the case. The written appeal must include the grounds for the appeal as well as supporting facts and arguments. Failure to meet either or both of these conditions will be sufficient cause to deny an appeal. The Vice President for Student Engagement will make the determination as to whether both conditions have been met. Normally, a sanction is in place from the time of imposition, but the Vice President for Student Engagement has discretion to suspend a sanction during the period in which the complaint is being appealed.

The following are grounds for an appeal

- a. New information, unavailable at the time of the hearing, is now available and could materially affect the decision that was rendered.
- b. The process was not conducted according to the procedures described in the Code and the process failure materially influenced the decision rendered.
- c. The evidence was not substantially supportive of the finding.
- d. The sanction was inappropriate when the circumstances of the act and prior record of the respondent or the impact on the complainant are considered.

8.120.1. Review Process. The Vice President for Student Engagement or their designee has ten (10) business days after the date the appeal is delivered to the Vice President for Student Engagement to respond to a petition for appeal, unless there are extenuating circumstances that require additional time for the appeal to be considered. The Vice President for Student Engagement or their designee may grant the appeal, and if so, decide whether to return the complaint to the CHP or conduct officer for reconsideration, or to conduct the reconsideration. Generally, appeals will involve a review of the hearing record, but the Vice President for Student Engagement or their designee may conduct a new hearing, interview witnesses, or otherwise direct further investigation at their discretion. The standard for review is a deferential standard.

The Vice President for Student Engagement or their designee's decision will be sent to the student's University e-mail address and may also be delivered via US Postal Service mail or hand delivered to the respondent and complainant, if applicable, to the last known address and will

include a concise summary on why the decision was upheld or amended as well as information on the appeal process. Once mailed, such notice will be presumed to be delivered. Any decision rendered by the Vice President or their designee will be final.

8.130. Interpretation, Review, and Revision. Questions of interpretation and periodic reviews of this policy will be administered as set-out below.

8.130.1. Interpretation. Any questions of interpretation regarding the Code will be referred to the Vice President for Student Engagement or their designee for determination.

8.130.2. Code Revision. The Code will be reviewed once every five years under the direction of the Vice President for Student Engagement. Review of this document should be done in conjunction with the University General Counsel, the Executive Vice President for Academic Affairs and Provost, and Student Government. Changes to the Code can be made as necessary at the request of the Vice President for Student Engagement, President, or Board of Governors, with the approval from the Board of Governors. Grammatical, editing, formatting, and other non-substantive changes can be made at the discretion of the Vice President for Student Engagement or designee as needed without approval of the Board of Governors.

Source: Resolution of the Board dated August 6, 2022

EXHIBIT C

Truman State University Reporting & Resolution Procedure for Complaints of Protected Class-Based Discrimination and Harassment

I. GENERAL

Truman State University prohibits discrimination and harassment on the basis of race, color, national origin, sex, disability, religion, age, sexual orientation or veteran status in all University programs and activities. When the University has notice of a violation of these policies and procedures, including when a reporting party submits a formal complaint, the University will promptly respond to conduct a fair and impartial investigation, and remedy the situation. When the University receives notice of a violation of these policies and procedures, the University will promptly act to stop the prohibited conduct, remedy the effects of the conduct, prevent the conduct from reoccurring, and, when a determination of responsibility has occurred, hold the violating party appropriately accountable.

Truman is firmly committed to free expression and academic freedom, and to creating and maintaining a safe, healthy, and harassment-free environment for all members of our community. Discrimination and harassment based on protected class-status, and retaliation by or against members of Truman's community, is not protected expression, nor the proper exercise of academic freedom. The University will consider principles of free expression and academic freedom in the investigation of reports of discrimination based on protected status, sexual harassment and retaliation that involve a person's statements or speech.

This Grievance Procedure provides a prompt and equitable resolution for complaints alleging discriminatory conduct in violation of the University's Antidiscrimination Policies. It further sets forth the rights and obligations of students, faculty, and staff, with respect to the reporting, notice, investigation, adjudication, remedies and sanctions for alleged violations of the University's Antidiscrimination Policies. Anyone who believes that they have been subjected to prohibited discrimination, or any person who believes that a violation of the University's Antidiscrimination Policies has occurred, may use this procedure to report the alleged violation.

II. DEFINITIONS

A. The University's Antidiscrimination Policies. The University's Antidiscrimination Policies include the "University Non-Discrimination Policy," the "University Sexual Harassment Policy," these complaint reporting and resolution procedures, and the "Accommodations for Persons with Disabilities" policy as promulgated and adopted by the University President, as well as the following provisions of the Board of Governors Code of Policies: Section 15.010 Notice of Non-Discrimination; Section 15.020 Amorous Relationships; and Section 10.020-Equal Employment Opportunity/Affirmative Action Program.

B. Prohibited Discrimination. Discrimination or harassment on the basis of race, color, national origin, sex, disability, religion, age, sexual orientation or veteran status in University programs and/or activities, including retaliation against a person for exercising their right to make a report, testify, assist, participate, or refuse to participate in the applicable procedures implementing the University's Non-Discrimination Policy.

C. Advisors. The individuals selected by the Complainant and Respondent to provide support and guidance throughout the Grievance Procedure. Each party is allowed one advisor, who may or may not be an attorney. Parties may elect to not select an advisor. Each party may elect to have an advisor appointed by the University at no cost to them. In all non-Title IX matters, the use of an advisor is optional. In live hearings regarding Title IX violations, the parties must use an advisor, and only the advisor may conduct cross-examinations. In a live hearing to determine responsibility stemming from a formal complaint alleging sexual harassment and/or discrimination in violation of Title IX, if any party does not have an advisor, the University will appoint one to conduct cross-examination for them. Outside of cross-examination, advisors may not actively participate on behalf of or answer for the parties. For further detail on advisors throughout a Title IX matter, see section X.A.3 of these policies and procedures. For further detail on advisors in all other matters, see section X.B.5 of these policies and procedures.

D. Administrative Officer. The Administrative Officer is a trained administrator designated by the President to coordinate efforts to enforce the University's Antidiscrimination Policies. The Administrative Officer serves as the University's Title IX Coordinator, Section 504 Coordinator, Institutional Compliance Officer, and Chief Equity Officer/Affirmative Action Officer. The Administrative Officer's contact information is:

Ryan Nely
Administrative Officer
Title IX Coordinator/Section 504 Coordinator
Violette Hall 1308
Truman State University
100 East Normal
Kirksville, MO 63501
Telephone Number: (660) 785-4354
Email Address: titleix@truman.edu

For purposes of this procedure, references to the Administrative Officer shall include any individual designated by the Administrative Officer to perform his/her obligations during the Grievance Procedure. The Administrative Officer has discretion to designate persons internally or from outside the University.

E. Amnesty. Consideration given to a party, witness, or reporter of conduct in violation of University Antidiscrimination Policies who used alcohol or drugs in violation of University policy or who has engaged in minor policy or Student Code of Conduct violations.

F. Appellate Officer. A trained, cabinet-level administrator appointed by the President to hear and decide timely appeals.

G. Applicant. Person who has completed all required steps of the application process to be considered for admission and/or employment with the University.

H. Campus/Student Organization. An organization which has received official approval in accordance with University policies. Up to three members of the organization may represent the organization throughout these procedures.

I. Complainant. The person or persons who are alleged to have been subject to discrimination, including sexual harassment, regardless of whether a formal complaint is filed.

J. Coercion. Exertion of power or control over another by use of force, pressure, manipulation, threats or intimidation. Determinations are made on a case-by-case basis.

K. Consent. Mutually understood and unanimous agreement to engage in a specific sexual activity at a specific time among all participating parties. Consent must be knowing, clear, voluntary and unambiguous. Effective consent and withdrawal of consent may be communicated by words or actions. Consent must be obtained at the time of the specific sexual activity and it can be withdrawn at any time. Silence or absence of resistance does not establish consent.

The person who wishes to engage in sexual activity with another bears the burden of specifically obtaining consent. If consent is in question or ambiguous, then the person wishing to engage in sexual activity must clarify or explicitly ask permission. Consent to engage in sexual activity with one person does not extend to sexual activity with another person. Consent to engage in one sexual activity does not extend to any other sexual activity.

Someone who is incapacitated cannot give consent. Consent is not effective or valid if it is:

1. Given by a person who lacks the intellectual or mental capacity to authorize the conduct and such mental incapacity is known or should have been known to the person initiating sexual activity;
2. Given by a youth whose age is under the statutory age of consent;
3. Given by a person who is incapacitated due to voluntary or involuntary consumption of alcohol, and/or voluntary or involuntary use of legal or illegal drugs; or
4. Induced by force, coercion, duress or deception

L. Days. Shall be business days excluding University recognized holidays and closures.

M. Evidence. Any information, document, exhibit, or testimony that is materially related to the allegations raised in a formal complaint.

N. Hearing Officer. A trained decision-maker with the authority and responsibility to determine whether a Respondent has engaged in behavior in violation of University Antidiscrimination Policies.

O. Formal Complaint. Written document signed by a Complainant or the Administrative Officer alleging prohibited discrimination, including Title IX Sexual Harassment, against (a) Respondent(s). Filing a formal complaint initiates this Grievance Procedure.

P. Harassment. Unwelcome verbal, written, physical or electronic conduct that is sufficiently severe, persistent or pervasive such that it unreasonably interferes with, limits or deprives a person from participating in or benefiting from University programs and/or activities or creates an intimidating, hostile or offensive work or learning environment.

In determining whether unwelcome conduct is harassing; the totality of the circumstances surrounding the conduct, including its frequency, nature and severity, the relationship between and among the parties, and the context in which the conduct occurred will be considered.

Note: this definition does not apply to allegations of sexual harassment. Such allegations have a separate definition which is defined in these policies and procedures in subsection X. of this section. However, conduct that is submitted as sexual harassment, but that does not meet the requisite standard defined in subsection X.1.c or X.2.b of this section, may still be evaluated under this definition. No respondent may be found responsible for a violation of both definitions of harassment for the exact same conduct.

Q. Gender Based Harassment. Unwelcome conduct based on sex, sex-stereotyping, or gender identity, but not involving conduct of a sexual nature. This conduct is a prohibited form of sexual harassment and/or discrimination.

R. Incapacity. Physical or mental inability to make a reasoned decision to engage in specific conduct at a particular point in time as determined by evaluating the totality of the circumstances. Incapacity can be the result of temporary or permanent physical or mental impairment, sleep, unconsciousness, disability, illness, or voluntary or involuntary use of alcohol or sedatives or “date-rape” drugs or other legal or illegal drugs.

One who is incapacitated cannot give effective consent. Determinations are made on a case-by-case basis.

S. Informal Resolution. Resolution of a report or formal complaint using alternative dispute resolution processes.

T. Investigator. Person responsible for investigating allegations of discrimination in violation of University Antidiscrimination Policies, who has been trained on said policies including the University Sexual Harassment Policy, University Non-Discrimination Policy, and this Grievance Procedure. Investigators shall also be trained on how to conduct a fair and impartial investigation,

how to access credibility, and how to prepare an investigative report that fairly summarizes the relevant evidence. Investigators shall receive specific training to avoid bias, conflicts of interest, stereotypes and prejudice based on a person's status as Complainant, Respondent or witness, or on a person's protected class status as listed in the University Antidiscrimination Policies.

U. Parties. The identified Complainant(s) and Respondent(s) in a formal complaint.

V. Respondent. The person, persons or organization reported to have violated the University Antidiscrimination Policies.

W. Sanction. Educational assignment, requirement, task, and/or disciplinary action taken by the University in response to a determination of responsibility for violating University Antidiscrimination Policies.

Note: any sanction recommended in response to a determination of responsibility for a violation of conduct prohibited by Title IX shall not be imposed until the determination is considered final, after a final decision on appeal is issued, or, if no appeal is filed, after the deadline to file such an appeal has passed.

X. Sexual Harassment. Sexual harassment is a form of sex discrimination. There are two types of sexual harassment subject to the jurisdiction of this Grievance Procedure: sexual harassment in the work environment (employee rights), which is governed by Title VII of the Civil Rights Act of 1964, and sexual harassment in the educational environment (employee and student rights), which is governed by Title IX of the Education Amendments of 1972. While students are covered and protected by Title IX, employees of the institution, including student employees, are covered and protected by both definitions.

1. Sexual harassment prohibited by Title VII of the Civil Rights Act of 1964 is unwelcome sexual advances, requests for sexual favors, and other verbal, written, physical or electronic conduct, based on sex, in the employment environment when:

- a. Submission to such conduct is made an expressed or implied term or condition of employment, or participation or status in a class, program or activity; or
- b. Submission to or rejection of the conduct is used to make an employment decision (such as hiring, promotion, work assignment, benefit, exclusion or discipline); or
- c. The conduct is sufficiently severe, persistent or pervasive such that it unreasonably interferes with, limits or deprives a person from participating in or benefiting from University programs and/or activities or creates an intimidating, hostile or offensive work environment.

2. Sexual Harassment prohibited by Title IX of the Education Amendment of 1972 is unwelcome sexual advances, requests for sexual favors, or other verbal, written, physical or electronic conduct, based on sex, in the academic or employment setting when:

- a. An employee conditions the provision of an aid, benefit or service on an individual's participation in such unwelcome sexual conduct (such as academic evaluation, grades or advancement); or
- b. The conduct is determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to University employment, classes, programs or activities; or
- c. The conduct is **Sexual Assault** as defined below; or
- d. The conduct is **Dating Violence** as defined below; or
- e. The conduct is **Domestic Violence** as defined below; or
- f. The conduct is **Stalking** as defined below.

For the purposes of this section, **Sexual Assault** is defined as any sexual act that constitutes:

- 1) **Rape.** 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 their age or because of their temporary or permanent mental or physical incapacity. As used in this definition, "carnal knowledge" means any degree of penetration, no matter how slight, of the vagina or anus by the sex organ of another person. Attempted Rape is also a violation of this provision.
- 2) **Sodomy.** 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 their age or because of their temporary or permanent mental or physical incapacity.
- 3) **Sexual Assault with an Object.** Sexual assault with an object is the use of 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 their age or because of their 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 their age or because of their temporary or permanent mental or physical incapacity.

5) **Incest** is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Missouri law.

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

For the purposes of this section, **Dating Violence** is an act of violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a) The length of the relationship;
 - b) The type of relationship; and
 - c) The frequency of interaction between persons involved in the relationship.

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

For the purposes of this section, **Stalking** means 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.

Sexual harassment can occur between individuals who know each other, individuals who do not know each other, individuals who have an established relationship, and individuals who have previously engaged in consensual sexual activity. Sexual harassment can be committed by persons of any gender identity, and it can occur between people of the same or different sex.

Y. Student. A person who has been admitted to the University who is actively participating in or attempting to participate in a University course of study, classes, program or activity. For the purpose of this Grievance Procedure, student status continues during scheduled intermittent breaks in the academic calendar.

Z. Witness. A person who has relevant information regarding the facts of a case.

III. REPORTING PROHIBITED DISCRIMINATION

A. Students, Faculty, Staff, Contractors and Visitors. Any student, faculty, staff, contractor, or visitor who is aware of or has been subjected to any form of discrimination in violation of University Antidiscrimination Policies is encouraged to promptly report the incident to the Administrative Officer.

B. Mandated Reporters. All employees of the University, except confidential reporters, who become aware of a potential violation of University Antidiscrimination Policies in the course and scope of their employment are mandated reporters. A mandated reporter is required to promptly report all details of the alleged discriminatory conduct to the Administrative Officer. This includes the names of the parties, if known, even if the reported victim of the alleged conduct requests that the mandated reporter keep the information confidential, and regardless of how the Mandated Reporter became aware of the alleged conduct.

C. Confidential Reporter. Employees and contractors of the University that have a legal obligation or privilege of confidentiality are not considered mandated reporters when they become aware of confidential information in the course of confidential communication. Not all communication exchanged between confidential reporters and individuals is confidential and protected. At the request of the reporting party, confidential reporters can assist individuals in contacting the Administrative Officer to report prohibited discrimination. Confidential reporters include counselors, healthcare providers, attorneys, and Women's Resource Center personnel.

D. Law Enforcement. It is the Complainant's choice whether to make a report to the University Department of Public Safety (DPS) or another law enforcement agency if the alleged conduct constitutes a crime. A report of criminal discriminatory conduct to DPS will be considered a report to law enforcement and will be reported to the Administrative Officer. Though DPS can assist victims in accessing services and/or contacting the Administrative Officer, DPS may also proceed with pursuing a criminal investigation and/or criminal charges with or without the Complainant's consent.

IV. CONTACT AND INQUIRY

A. Contact with Complainant. Following receipt of a report of prohibited discrimination or a formal complaint, the Administrative Officer will promptly communicate with the Complainant to:

1. Assess the immediate safety needs of the Complainant;
2. Inform the Complainant of available counseling, health services, mental health services, victim advocacy, legal assistance, visa and immigration assistance, and other services on or off campus and to assist with scheduling if the Complainant makes a request;

3. Assess the need to implement other supportive and protective measures;
4. Explain the Grievance Procedure and process to file a formal complaint;
5. Provide the Complainant contact information for local law enforcement and, if requested, assist the Complainant with contacting local law enforcement; and
6. Consider the Complainant's wishes with respect to the outcome.

B. Timely Warning. The Administrative Officer will conduct an initial assessment of the reported conduct. The Administrative Officer is legally obligated to notify law enforcement of certain crimes, including sexual assault, where the victim is a minor or there is an immediate threat to the health and/or safety of the campus community. Generally, Complainant and Respondent's names and identities will not be disclosed to DPS without Complainant's permission. If a report discloses serious or immediate threat to the campus community, Truman will issue a timely notification to the community to protect the health or safety of the community. The timely notification will not include any identifying information about the Complainant.

C. Confidentiality of a Reporting Party or Complainant. If the Complainant requests confidentiality or asks that the University not pursue the reported violation of the University's Antidiscrimination Policies, the Administrative Officer will evaluate the request. The Administrative Officer shall honor a Complainant's confidentiality request unless doing so would be unreasonable in light of known circumstances. The Administrative Officer's evaluation balances the Complainant's request against the University's responsibility to provide a safe and nondiscriminatory environment for all students, faculty, staff, contractors and visitors.

The Administrative Officer should inform the Complainant that the University's ability to respond to the reported conduct will be limited if confidentiality is granted. The University will timely inform the Complainant if the University cannot honor the Complainant's confidentiality.

D. Inquiry. The Administrative Officer may initiate an inquiry to gather information after receiving a report of alleged discrimination. This may occur before or after meeting with the reporting party and/or Complainant, before determining whether to accept or dismiss a formal complaint, or before the Administrative Officer decides to initiate a formal complaint in response to a report of discriminatory conduct which, if true, would be in violation of University Antidiscrimination Policies or as part of a concern for systemic disparate and/or differential treatment.

V. SUPPORTIVE MEASURES AND EMERGENCY REMOVAL

Upon receipt of a report of prohibited discrimination, including Title IX Sexual Harassment, the Administrative Officer will make an initial assessment of the reported information and respond to

any immediate health or safety concerns raised by the report which may include the provision of supportive measures or emergency removal procedures.

A. Supportive Measures. The Administrative Officer shall provide individualized services as appropriate and reasonably available to Complainants and Respondents for the purpose of restoring and/or preserving their equal access to their educational programs or activities, or to protect the safety of the parties and/or the campus community, or to stop prohibited harassment. Supportive measures shall be offered even where no formal complaint is filed, and regardless of whether an investigation is pending or ever occurs. The University shall not impose a fee or charge to the Complainant or Respondent for supportive measures, and supportive measures shall not unreasonably burden one party. Supportive measures include, but are not limited to the following:

1. Referral to counseling and medical services;
2. Referral to advocacy and support services on and off-campus;
3. Limiting and/or scheduling access of individual buildings;
4. Limiting and/or scheduling access to programs, activities and organizations;
5. Access to escort service or other transportation to allow movement safely between classes, buildings and campus activities;
6. Mutual no-contact orders;
7. Campus no-trespass orders;
8. Increased security and monitoring in areas of campus;
9. Adjustments to class or work schedules, or methods of participation in campus activities to minimize interactions between parties and witnesses;
10. Academic support, such as extensions of deadlines, flexibility in exams or other course-related adjustments;
11. Changes in work location;
12. Adjustments to lines of supervision and/or reporting lines;
13. Leaves of absence;
14. Adjustments or modifications to work schedules, work assignments, supervisory responsibilities, supervisor reporting responsibilities and/or work arrangements of Complainant and/or Respondent;

15. Relocating or altering the on-campus housing and dining assignments, dining arrangements, or other campus services for Complainant and/or Respondent;
16. Adjustments to extracurricular activity schedules;
17. Referral to the court system for ex parte or full orders of protection; and
18. Increased security and monitoring in areas of campus.

B. Emergency Removal. The Administrative Officer may, on emergency basis, remove a Respondent from the University or University-recognized employment, classes, programs or activities, including removal from campus. This may occur before or after the filing of a formal complaint. Emergency removals are not punitive nor corrective.

1. Basis. The Administrative Officer shall conduct a safety and risk analysis that focuses on the specific known circumstances and facts surrounding the Respondent and arising from the allegations of discriminatory conduct. The Administrative Officer may elect to consult with campus officials to assist in this analysis. An emergency removal is justified and warranted when a Respondent's participation and/or presence on campus constitutes an imminent and immediate threat to the:

- a. Physical health of the Complainant;
- b. Physical health of the Respondent;
- c. Physical safety of the Complainant;
- d. Physical safety of the Respondent;
- e. Health of any student or individual as a result of the allegations of discriminatory harassment contained in the formal complaint; and/or
- f. Safety of any student or individual as a result of the allegations of discriminatory harassment contained in the formal complaint.

2. Procedure.

- a. The Administrative Officer shall promptly provide a written Notice of Emergency Removal to the Respondent. The Notice shall describe the conduct and/or known facts with specificity including dates, locations, and individuals that establish that Respondent's continued participation and/or presence on campus constitutes an imminent and immediate threat. Further, the notice should include conditions, if any, and the duration of the removal, if known.

b. Should the Respondent believe the emergency removal decision was incorrect, they may file a written appeal with the Administrative Officer within seven (7) days from delivery of notice of the emergency removal and show cause why the emergency removal was not correct.

c. At the discretion of the Administrative Officer, when the Respondent is a student, alternative coursework options may be pursued to ensure as minimal an impact as possible on the Respondent.

d. The Administrative Officer has sole discretion to implement or stay an emergency removal and to determine its conditions and duration.

e. Violation of an emergency removal directive under this Grievance Procedure will be grounds for sanctions.

3. Suspension of Organizations. In cases where the Respondent is a campus/student organization, the Administrative Officer may, on an emergency basis, issue an interim suspension of the Respondent organization's operations, University recognition, and access to and use of the University campus/facilities/events and/or all other University activities or privileges for which the Respondent organization might otherwise be eligible, pending the completion of the Grievance Procedure. Interim suspensions are not punitive nor corrective.

The basis and procedure for an interim suspension issued by the Administrative Officer when the Respondent is an organization shall be the same as detailed above for the emergency removal of an individual. Notice shall be provided to the President or equivalent figure of authority of the Respondent organization. Organizations may have three representatives participate in this Grievance Procedure. The organizational advisor for the Respondent organization may act as their advisor for the Grievance Procedure if the Respondent's representatives choose that person to do so.

Nothing in these policies and procedures shall prevent any other University official with the authority to do so from entering such a restriction or suspension in response to organizational conduct that is in violation of any other policy, including the Student Code of Conduct. Such an action may occur before or after the filing of a formal complaint, or when no such complaint is ever filed. Such an action may occur before or after consultation with the Administrative Officer.

Note that organizations cannot be Respondents in formal complaints alleging violations of conduct prohibited by Title IX. In such a proceeding, Respondents may only be individuals. However, an organization may still face discipline for conduct that is also in violation of Title IX under another University policy, including the Student Code of Conduct.

C. Administrative Suspension. After the filing of a formal complaint, the Administrative Officer may place a Respondent student-employee, faculty or staff member on administrative suspension, during all or a portion of the Grievance Procedure.

The Administrative Officer will consider whether the Respondent's continued presence in the workplace is likely to create a danger to the safety and well-being of co-workers, students and/or the public, is destructive to University business, is disruptive and/or detrimental to the work environment or is harmful to the integrity of the investigation.

Depending on the allegations of the formal complaint, the Administrative Officer may consult with the Respondent student-employee, faculty or staff member's supervisor, but in all cases will inform the cabinet level supervising authority and Human Resources.

At the discretion of the Administrative Officer, when the Respondent is a student-employee, alternative financial arrangements and coursework options may be pursued to ensure as minimal an impact as possible on the Respondent.

D. Confidentiality. The provision of supportive, protective and remedial measures is confidential. In an effort to prevent incidents of retaliation and protect the privacy interests of the parties, the disclosure of the identity of any individuals who are involved in or recipients of supportive, protective and remedial measures by University personnel is prohibited. Confidential information includes, but is not limited to, the existence and substance of a formal complaint, the names of the Complainant, Respondent, and witnesses, and what measures are provided and to whom. University personnel, including hearing personnel who are otherwise unaffiliated with the University, are prohibited from sharing confidential information. Complainants, Respondents, advisors, and witnesses are encouraged to use discretion in discussing matters pertaining to reports, complaints, and hearings, and they are encouraged to refrain from sharing confidential information. However, they are not restricted from sharing this information, nor are Complainants and Respondents restricted from gathering and presenting relevant evidence or discussing allegations, before or after the conclusion of the Grievance Procedure.

VI. TAKE AND NOTICE

A. Formal Complaint. Formal complaints must be filed with the Administrative Officer. A Formal complaint is a request to start the Grievance Procedure. "Formal Complaint" is defined in Section II, subsection O. of these policies and procedures.

If, after a report is submitted, including through the online reporting system found at <https://titleix.truman.edu/make-a-report/>, the reporting party intends to proceed with filing a formal complaint, they should indicate to the Administrative Officer that they intend to submit a formal complaint and initiate the Grievance Procedure. The Administrative Officer is available to assist a Complainant with the creation of a formal complaint if necessary. A report may be submitted in person, by mail, by email, through the online reporting system, or by phone at (660)-785-4354. A formal complaint may be filed in person, by mail, or by email to titleix@truman.edu or nely@truman.edu at any time of day, including during non-business hours using the contact information for the Administrative Officer.

A formal complaint is different from a report. **A formal complaint must be a written document that is signed by the submitter/Complainant.** The Complainant's signature may be electronic, but the complaint must indicate that the submitter intends to use an electronic signature to create a formal complaint. The Formal complaint must indicate the basis for its submission. The formal complaint does not need to state which policy in particular was violated, but it must state the conduct which allegedly was in violation of one of the University's policies.

The Administrative Officer's online reporting system is not an emergency reporting system, and the Administrative Officer is not a law enforcement officer or emergency responder. **If any situation is an emergency, call 911.** Do not use this reporting system until it is safe to do so.

The Administrative Officer has discretion to initiate the Grievance Procedure when failing to do so would be deliberately indifferent to the University's obligation to maintain a safe and discrimination-free living, learning and working environment. The decision of the Administrative Officer to file a formal complaint shall be thoughtful, intentional and only reached after consideration of a variety of factors. Specific factors that warrant signing a complaint include, but are not limited to, when there is a pattern of alleged misconduct by the particular Respondent; when violence, threatening behavior, or the use of a weapon is alleged; or when the Administrative Officer believes that with or without the Complainant's cooperation, given the known facts and circumstances, it would be unreasonable and inconsistent with the University's commitment to provide a safe and discrimination-free environment if an investigation was not pursued.

When the Administrative Officer signs a formal complaint on behalf of the University, the Administrative Officer is not the Complainant nor a party during the Grievance Procedure.

The Administrative Officer may consolidate formal complaints as to allegations of prohibited discrimination when the allegations arise out of the same facts or circumstances. When this consolidation results in more than one Complainant and/or Respondent, the singular references, rights and responsibilities referred to in this Grievance Procedure are applicable in the plural.

B. Notice to Parties. The Administrative Officer will promptly provide a written Notice of Charges to the known parties. The Notice shall include the following information:

1. A description of the alleged discriminatory and/or harassing conduct, with sufficient details to include the identities of the Complainant and Respondent, if known, and the date and location of the alleged incident(s);
2. A description and copy of the Grievance Procedure, including Informal Resolution;
3. A statement that if a party is accused of sexual harassment, they may be found responsible under the University's general definition of harassment, even if they are not found responsible for sexual harassment;

4. A statement that the parties will have the opportunity to inspect and review any evidence obtained during the investigation that is directly related to the alleged discriminatory conduct including inculpatory and exculpatory evidence;
5. A statement that the Complainant and Respondent may have the assistance of an advisor of their choosing, who may or may not be an attorney, at any or all meetings, interviews, and proceedings;
6. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will not be issued until the conclusion of the Grievance Procedure;
7. A statement that the parties are expected to be truthful and forthcoming when making statements or offering evidence and that making false or misleading information is prohibited and may subject the party to disciplinary actions;
8. A statement that the University prohibits the personal recording, both video and audio, of meetings, interviews, and all proceedings under this Grievance Procedure;
9. A statement that the University will direct all correspondence to the Parties' University-issued email accounts; and
10. A statement that Retaliation is prohibited.

The Notice of Charges will be sent to the parties' official University-issued email. If the party does not have a University-issued email address, the Notice of Charges will be sent to the local address of each respective party as indicated in official University records. If there is no local address on file, mail will be sent to the party's permanent address. Once sent in any manner indicated herein, notice will be deemed to have been provided.

VII. DISMISSAL AND WITHDRAWAL OF FORMAL COMPLAINT

The Administrative Officer will evaluate the formal complaint to determine if the University has jurisdiction to take action pursuant to the Grievance Procedure.

A. Title IX Sexual Harassment Mandatory Dismissal. For formal complaints alleging Title IX Sexual Harassment, either upon initial review or during the course of the investigation, the Administrative Officer shall dismiss the formal complaint if:

1. The conduct, as alleged, does not meet the definition of Title IX Sexual Harassment; or
2. The alleged conduct did not occur in University sanctioned or University controlled employment, classes, programs or activities; or

3. The alleged conduct did not occur against a person in the United States; or
4. The Complainant is not participating in or attempting to participate in University employment, classes, programs or activities.

Title IX Sexual Harassment is defined in Section II, subsection X. of these policies and procedures.

The University's programs and activities include locations, events, or circumstances over which the University exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurred, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution, such as an official fraternity or sorority house. Determinations are made on a case-by-case basis.

B. Title IX Sexual Harassment Permissive Dismissal. For formal complaints alleging Title IX Sexual Harassment, either upon initial review or during the course of the investigation, the Administrative Officer may dismiss the formal complaint if:

1. The Complainant requests in writing to withdraw or dismiss a formal complaint or any allegations therein; or
2. The Respondent is no longer enrolled at or employed by the University; or
3. Specific circumstances exist which would prevent or deny the University from gathering sufficient relevant evidence to reach a determination regarding responsibility.

C. Dismissal of Complaints Alleging Title IX Differential/Disparate Treatment Based on Sex in Admissions; in Employment Including Hiring, Promotion, Termination and Pay; Title IX Retaliation; Title VII Sexual Harassment and Retaliation, and Other Protected Status-Based Discrimination, Harassment, and Retaliation

For all other formal complains under these policies and procedures, either upon initial review or during the course of the investigation, the Administrative Officer may dismiss the formal complaint if:

1. The conduct, as alleged, does not meet the definition of discrimination pursuant to University Antidiscrimination Policies; or
2. The Respondent is no longer enrolled or employed by the University; or
3. The Complainant requests in writing to withdraw or dismiss a formal complaint or any allegations, therein; or
4. Specific circumstances exist which would prevent or deny the University from gathering sufficient relevant evidence to reach a determination regarding responsibility.

D. Notice of Dismissal. If a formal complaint is dismissed for any of the above reasons, the Administrative Officer will provide the Complainant and Respondent written Notice of Dismissal and the reason(s) for dismissal.

E. Appeal of Dismissal. Either party may, within five (5) days of delivery of the Notice of Dismissal, submit a written appeal of the dismissal of a formal complaint based on the following grounds for appeal:

1. Procedural irregularity or deviation that materially affected the dismissal determination;
or
2. New evidence that was not known to the party or not available at the time of the determination that could reasonably affect the dismissal determination; or
3. The Administrative Officer acted upon a conflict of interest or bias to the benefit or detriment of the Complainant or Respondent that affected the dismissal determination.

The written appeal must explicitly state the basis for the appeal.

The President shall appoint a cabinet level supervisory authority to serve as the Appellate Officer to evaluate appeals of the dismissal of a formal complaint. Within five (5) days, the Appellate Officer shall provide a written decision to the Administrative Officer. The Administrative Officer shall provide notice and a written decision as to whether the appeal had been granted or denied and the rationale simultaneously to the parties.

If an appeal of a dismissal is granted, the formal complaint will proceed consistent with this Grievance Procedure.

F. Requests for Appeal of Dismissal. The written appeal must be received by the Administrative Officer within five (5) days of the date the Notice of Dismissal was sent to the parties. The appeal should be directed to:

Ryan Nely
Administrative Officer
Title IX Coordinator/Section 504 Coordinator
Violette Hall 1308
Truman State University
100 East Normal
Kirksville, MO 63501
Telephone Number: (660) 785-4354
Email Address: titleix@truman.edu

G. Review of the Request for Appeal. The Appellate Officer will make an initial review of the appeal request(s). The original dismissal is presumed to have been decided reasonably and appropriately. When any party requests an appeal, the other party will be notified. The party requesting an appeal must show that the grounds for an appeal request have been met, and the other party or parties may show the grounds have not been met, or that additional grounds are met. The Appellate Officer will then review the request for an appeal to determine whether:

1. The request is timely; and
2. The appeal is on the basis of any of the three articulated “Grounds for Appeal” listed above; and
3. The request clearly states the basis for the appeal; and
4. When viewed in the light most favorable to the appealing party, the appeal states grounds that warrant acceptance of the formal complaint, i.e. the request justifies reversal of the decision to dismiss the formal complaint.

The Appellate Officer will reject the request for appeal if all four of the above are not met. Such a decision is final.

H. Referral to Other University Office for Action. Dismissal of a formal complaint does not preclude action under other policies or codes of conduct of the University. If the conduct, as alleged, would constitute a violation of Title VII Sexual Harassment or other discriminatory conduct prohibited by University Antidiscrimination Policies, this Grievance Procedure may continue in accordance with these procedures provided the parties are provided a revised written Notice of Charges reflecting the dismissal and the corrected charge.

If the conduct, as alleged, would constitute a violation of the Student Code of Conduct, the Administrative Officer will inform the Complainant of their right to consult with other University offices for further action. The Administrative Officer will further make available to the Complainant a release to facilitate the transfer of a copy of the formal complaint and any supporting documents.

If the conduct, as alleged, occurred in the employment context, the matter may still subject the employee to disciplinary action, despite the dismissal of a formal complaint alleging prohibited discrimination.

I. Re-Open Formal Complaint. If new information is uncovered or made available after a dismissal, the Administrative Officer may reevaluate the dismissal of a formal complaint. If the Administrative Officer believes that the allegations, if proven, would constitute a violation of the University’s Antidiscrimination Policies, the formal complaint may be re-opened. The parties will be provided appropriate written notice of acceptance of the formal complaint and a rationale explaining why the complaint was reopened and the formal complaint will be processed consistent with these Grievance Procedures.

VIII. INFORMAL RESOLUTION

The parties may voluntarily elect to participate in alternate dispute resolution processes. The parties shall document their decision to participate in Informal Resolution in writing, and if successful, shall document the settlement agreement. Participation in Informal Resolution is not a condition of participation in the Grievance Procedure, a condition of continued employment, or a condition of continued admission, and either Party may withdraw at any time prior to execution of a written resolution agreement. The parties' voluntary decision to enter into a resolution agreement will halt further processing of the formal complaint although the University may take prevention and/or remedial actions.

In support of forthright communication during conflict resolution processes, information exchanged as part of the alternate dispute resolution process is confidential and not subject to disclosure to the Investigator during the investigation nor to the Hearing Officer during adjudication unless the Investigator and/or Hearing Officer become independently aware of the evidence.

Informal Resolution and all alternate resolution processes contained herein are not available for formal complaints alleging that an employee sexually harassed a student.

The Administrative Officer shall, through consultation with the parties, determine the appropriate method(s) of conflict resolution. The Administrative Officer may serve as the Facilitator. Disclosures made to the Facilitator during alternate dispute resolution processes are confidential and not subject to release except as required in any civil or criminal legal proceeding. The Facilitator or any otherwise identified individual responsible for conducting alternate dispute resolutions processes under this section may not serve as a witness and offer testimony regarding information offered during any alternate dispute resolution process in any proceeding of this Grievance Procedure. Possible processes include:

A. Mediation. Process where the Facilitator helps the parties discuss and try to resolve the issues in dispute. The mediation may or may not start with a joint session, if agreed to by both parties and approved by the Facilitator. The parties will have the opportunity to identify their individual interests and desired outcomes either directly to the other party or through the Facilitator. The Facilitator will assist the parties in finding a mutually acceptable resolution. The Facilitator does not have the authority to make decisions on behalf of the parties.

Mediation may include shuttle diplomacy as a component. Shuttle diplomacy is a process in which the Facilitator assists the parties who do not wish to interact with one another to resolve the dispute. The Facilitator will "shuttle" between the parties and/or groups to find a mutually acceptable resolution. The Facilitator does not have the authority to make decisions on behalf of the parties.

B. Facilitation. Process in which Facilitator assists the parties or groups to define and analyze the issues in dispute, develop alternatives and execute an agreed upon solution. The Facilitator will

facilitate consensus building and decision-making to reach resolution. The Facilitator does not have the authority to make decisions on behalf of the parties.

C. Restorative Justice. Process that brings together individuals who were impacted by or affected by a reported incident with those who are responsible for the conduct or believed to be responsible for the conduct. The Facilitator meets in advance with the parties to identify harms, needs and obligations in order to develop an outcome to repair the harm and restore the relationship(s). The Facilitator may use victim surrogates in face-to-face dialogue. The Facilitator does not have the authority to make decisions on behalf of the parties.

D. Neutral Fact Finding. Process where neutral third party reviews the investigative report and exhibits, hears from the parties upon the request of either or both the Fact Finder or parties, and makes a determination of responsibility consistent with University Antidiscrimination Policies and applicable law.

IX. INVESTIGATION

The University bears the burden of gathering evidence sufficient to reach a determination as to whether University Antidiscrimination Policies have been violated. To do so, the University will utilize a trained investigator or investigators to gather and consider evidence. In each matter, the Administrative Officer shall have the authority to appoint a qualified, appropriately trained individual to serve as the Investigator, or Investigators. These individuals will be trained on these policies and procedures prior to initiating an investigation. The Administrative Officer may choose to serve as the Investigator, or to serve as the Lead Investigator alongside other Assistant Investigators. The Administrative Officer may choose to appoint as Investigator someone who is affiliated with the University, someone who is unaffiliated with the University, or a combination of these two categories.

A. Scope of Investigation. The Investigator is authorized and expected to contact any and all individuals with potentially relevant information and access and/or request records or any additional evidence, outside of those legally protected as confidential or privileged, relevant to the allegations raised in the formal complaint. The nature and scope of the investigation is within the discretion of the Investigator.

The Investigator will consider all evidence they deem necessary to complete a prompt, thorough, and impartial investigation, but is not required to interview all witnesses identified by the Complainant or Respondent or to ask every question provided by the Complainant or Respondent. However, in determining whether to interview witnesses or ask particular questions, the Investigator should consider such factors as equity, fairness, and impartial treatment of both parties.

The Investigator has the right to reject or disregard information that is not directly related to the allegations when drafting the investigative report.

B. Conflict of Interest. Parties have the opportunity to raise the issue of a potential conflict of interest within five (5) days of being advised of the identity of the Investigator. The Administrative Officer determine whether a conflict of interest exists. No Investigator or Appellate Officer will make findings or determinations in a case in which they have a conflict of interest.

C. Effect of Criminal Proceedings. The Administrative Officer will not wait for the conclusion of a criminal investigation or criminal proceeding to initiate this Grievance Procedure. The University may undertake a delay to allow evidence collection by a law enforcement agency and to avoid interference with that criminal investigation when criminal charges on the basis of the same behaviors that invoke this procedure are being investigated.

The Administrative Officer will implement appropriate supportive measures during the law enforcement agency's investigation period to provide for the safety of the Complainant and the campus community and to avoid retaliation. University action will not typically be altered or

precluded on the grounds that civil cases or criminal charges involving the same incident or alleged conduct have been filed or that charges have been dismissed or reduced.

D. Participation of the Parties. To the extent permitted by law, the Complainant and Respondent will be afforded the same rights and opportunities throughout the investigation including the right to an investigation free of bias, conflict of interest, stereotypes and consideration of a person's status as complainant or respondent or on a person's membership in a protected class as listed in the University Antidiscrimination Policies.

The parties will have the opportunity to respond to and identify and present witnesses, including expert witnesses; to provide information directly related to the allegations, including inculpatory and exculpatory evidence; to participate in any scheduled meeting, proceeding or hearing; and to refuse to participate in any meeting, proceeding or hearing. Failure to participate will not stop the Grievance Procedure.

E. Recordings Prohibited. As a matter of course, the University creates an audio recording of scheduled meetings, interviews and other proceedings during the formal Grievance Procedure. To protect the confidentiality of the process, the personal recording by any person involved in any meeting, interview or other proceeding of this Grievance Procedure is not permitted.

F. Truthful Information. All participants in the investigation are expected to cooperate during the investigation. Participants will not be deemed to have provided false or misleading information if their factual allegations are intended to be truthful and are made in good faith, regardless of whether the conduct complained of is ultimately found to constitute a policy violation. Should a Complainant or Respondent fail to cooperate with the Administrative Officer, the investigation may proceed, a finding may be reached, and sanctions/remedial actions may be imposed based on credible evidence otherwise obtained.

A party or witness who knowingly makes false statements, knowingly submits false information, or knowingly interferes with or hinders an investigation during the Grievance Procedure may be subject to disciplinary actions under the Student Code of Conduct. However, the outcome of the Grievance Procedure and/or any hearing alone is insufficient to show that the party or witness acted in bad faith, or that they knowingly submitted false information or knowingly interfered with an investigation.

G. Timelines. The Grievance Procedure will be completed within a reasonably prompt timeframe. For all formal complaints that do not allege sexual harassment in violation of Title IX, the Grievance Procedure will generally be completed within one hundred twenty (120) days of the receipt of a formal complaint, with days defined as business days, excluding University-recognized holidays and closures.

The following timeline applies to formal complaints alleging sexual harassment in violation of Title IX. The investigative period will ordinarily be completed within one hundred twenty (120) days from the time notice of a formal complaint is delivered to the parties by the Administrative

Officer. At the conclusion of the investigative period, the parties will have at least ten (10) days to review the evidence, including inculpatory and exculpatory evidence, and including evidence that may or may not be used at a live hearing, before the investigative report will be finalized. The parties may submit a written response to the evidence to the Administrative Officer before the investigative report is finalized.

No live hearing will be scheduled until at least ten (10) days after the delivery of the written investigative report by the Administrative Officer to the parties. After the conclusion of the hearing, the Hearing Officers will ordinarily deliver the written determination of responsibility to the Administrative Officer, who will deliver it to the parties simultaneously, within ten (10) days. A request for appeal, if any, must be filed with the Administrative Officer within five (5) days of the delivery of the determination of responsibility to the parties. The decision of the Appellate Officer will ordinarily be delivered within fifteen (15) days of receipt of the request for appeal.

Therefore, for a formal complaint alleging sexual harassment in violation of Title IX, the timeframe for the entire Grievance Procedure, from the time that a formal complaint is filed to the time that the determination is affirmed after an appeal, will ordinarily be one hundred seventy (170) days, defined as business days, excluding University-recognized holidays and closures.

Temporary delays or limited extensions of time may be granted by the Administrative Officer for good cause. Good cause may include, but is not limited to, the absence of a party, a party's advisor or a witness; activity in a pending concurrent law enforcement activity; lack of access to evidence, including documentary, physical, and testimonial evidence; or the need for reasonable accommodation for a disability.

If either the Complainant or Respondent would like to request a delay or extension of time, a written request with a description of the reason(s) should be directed to the Administrative Officer. The Administrative Officer will inform the parties of the request and the decision. If extenuating circumstances are present, the Administrative Officer may decide independently to extend the timeframe for any stage of the Grievance Procedure, and will inform the parties of the decision.

H. Gathering of Evidence. An impartial Investigator will gather evidence to ascertain the facts and circumstances surrounding the allegations of the formal complaint.

The Investigator will timely schedule a meeting/interview with each party after receipt of a formal complaint. The purpose of the meeting is to review the Grievance Procedure, receive any written response to the notice of formal complaint letter, and to interview the parties. The parties are expected to meet with the Investigator, although they may refuse to participate, to respond, or to answer some or all of the questions asked.

The Investigator will provide the parties the same time periods and opportunities in which to participate during the evidence gathering phase. The parties may present witnesses, including fact and expert witnesses, and other evidence. The Investigator may conduct interviews, collect statements, collect documents, collect digital or electronic evidence including but not limited to

social media posts, videos, audio or other electronic evidence, collect physical evidence, and collect medical evidence and any other relevant evidence from the parties or other reliable sources.

I. Review of Relevant Evidence. At the conclusion of the investigation, but prior to the completion of the investigative report and recognizing confidentiality laws, the parties and their advisors will be afforded the opportunity to inspect and review any evidence that is directly related to the allegations of the formal complaint, including evidence that may not be relied upon and inculpatory evidence and exculpatory evidence, in either electronic or hard copy format as determined by the Administrative Officer. A copy of this evidence shall also be available for inspection and review at the hearing.

At the conclusion of the investigative period, and prior to the finalization of the written investigative report, the parties shall be informed of the available evidence from the investigation, in the form of an exhibit and witness list. The parties may inspect any of the exhibits identified in the exhibit list that cannot be duplicated, such as clothing. For all evidence that can be duplicated and transmitted, the parties and their advisors shall simultaneously be provided a copy of such evidence. The evidence may be provided electronically or in hard copy format at the discretion of the Administrative Officer, who shall provide the evidence to the parties and their advisors. This evidentiary review period shall occur prior to any live hearing.

The parties will have ten (10) days to submit a written response to the evidence, prior to the finalization of the written investigative report. Upon receiving a written response to the evidence, the Administrative Officer will deliver a copy of it to the other parties and their advisor(s). At the conclusion of this ten (10) day period, the Investigator shall finalize the written investigative report and the Administrative Officer shall deliver it simultaneously to the parties.

J. Investigative Report. The Investigator shall draft an investigative report that synthesizes, analyzes and summarizes all relevant evidence obtained during the investigation. The Investigator will consider any written responses provided by the parties following review of the relevant evidence, and any information relevant to the Hearing Officers' credibility assessments. The Investigator may conduct further investigation in response to the parties' written responses.

The Administrative Officer will distribute the investigative report to the parties and their advisors at least ten (10) days before the first scheduled hearing date. The investigative report shall be in hard copy or electronic form, at the discretion of the Administrative Officer.

The parties have the option to respond in writing to the investigative report. If a party elects to respond, the response should be directed to the Administrative Officer. The written response must be delivered no later than ten (10) days after the investigative report is delivered to the parties. The Administrative Officer will then deliver a copy of the written response to the other parties and the Hearing Officers. The Investigator may, at their discretion, supplement the investigative report in response to any written responses submitted by the parties. No further written responses shall be permitted by the parties.

If at any time before the start of the hearing the Administrative Officer becomes aware of new evidence that was not made known to the Investigator or did not exist at the time of the investigation, and which the Administrative Officer believes would substantially alter the outcome of the investigative report, and it would be clearly unreasonable to disregard the new evidence, the Administrative Officer may re-open the investigation. If this occurs, the revised final investigative report shall be distributed to the parties and the parties will have the opportunity to respond. The timelines for such a response will be identical to the initial delivery of the first investigative report.

X. ADJUDICATION

The University bears the burden of proof to reach a determination as to whether University Antidiscrimination Policies have been violated.

A. Title IX Sexual Harassment. This process is required for adjudicating formal complaints alleging Title IX Sexual Harassment, and in situations where there are allegations of both Title IX Sexual Harassment and allegations of other protected status-based discriminatory conduct covered by the University Antidiscrimination Policies. If conduct alleged in a formal complaint could be Title IX Sexual Harassment or a violation of another University antidiscrimination policy, the case will proceed under this adjudication procedure. Formal complaints alleging Title VII Sexual Harassment shall not proceed under this adjudication procedure. If, at the conclusion of the hearing process, a respondent is found not responsible for violating the University's prohibition on sexual harassment, the Hearing Officers shall determine if the respondent is responsible for violating the University's general prohibition on harassment defined in Section II., Subsection P. of these policies and procedures. No respondent shall be found responsible for violating both definitions for the exact same conduct.

1. Hearing Officers. The University shall secure a three-member panel of neutral Hearing Officers to hear and decide whether the evidence establishes that a violation of the University's Antidiscrimination Policies occurred. The Hearing Officers may be affiliated with the University, they may be external personnel who are unaffiliated with the University, or the panel may have a combination of these two categories of affiliation.

The Administrative Officer shall provide the names of the Hearing Officers to the parties when they are given notice of the time and date of the scheduled hearing. Either party may object to the inclusion of one or more proposed Hearing Officers, if the inclusion of these individuals would create a material conflict of interest that is substantially likely to unfairly impact the determination of responsibility after a hearing. This objection must be made within five (5) days of the delivery of the names of the proposed Hearing Officers to the parties. The Administrative Officer shall have the discretion to replace a proposed Hearing Officer based on a party's objection.

The Hearing Officers shall choose one of their membership to serve as the Presiding Officer during the live hearing. The Presiding Officer shall have the responsibility of assuming the active role of progressing the hearing, enforcing the rules of decorum, controlling questioning of witnesses, and explaining the rationale for excluding testimony or prohibiting certain questions. The Presiding Officer may perform each of these duties after consultation with the two other Hearing Officers.

If the policies in this section describe a duty or an activity that can be performed by only one person at a time, and such duty or activity is the responsibility of the Hearing Officers, it shall be carried out by the Presiding Officer, unless they choose to delegate the duty or activity to another Hearing Officer on the panel.

a. Responsibilities and Authority. The Hearing Officers have the authority to:

- 1) Convene, facilitate, suspend, and postpone the hearing;
- 2) Set reasonable time periods and time limits for the hearing, but may allow deviations that are fair and equitable;
- 3) Manage live, oral, direct, real time questioning of parties and witnesses;
- 4) Determine relevancy of questioning, both direct and cross-examination or follow-up;
- 5) Determine relevancy and admissibility of statements, documents and other evidence offered;
- 6) Disclose to the parties in advance of the hearing any bias or conflict of interest known to the Hearing Officer;
- 7) Remove from the hearing any person, including a party, that violates the standards of decorum and/or is disruptive to the orderly process of the hearing. While it is desirable that the Hearing Officer first provides a warning, it is not required;
- 8) Call additional witnesses;
- 9) Question witnesses prior to any questioning from other parties or their advisors;
- 10) Issue a written determination of responsibility that addresses each allegation of Title IX Sexual Harassment submitted to the hearing panel.

The written determination shall include:

- a) Identification of each allegation of prohibited conduct in the formal complaint as defined by the University's Antidiscrimination Policies and this Grievance Procedure;
- b) Description of procedural history including all supportive measures provided to each party, notifications to parties, and appellate actions taken;
- c) Findings of fact relevant to the determination(s) of responsibility;
- d) Credibility assessments and inculpatory and exculpatory evidence;
- e) Statement of rationale for each allegation, including determination of responsibility;

- f) Any disciplinary sanctions imposed;
- g) Any recommended remedies to preserve or restore Complainant's access to employment, admission, programs and activities;
- h) The permissible grounds and the process for filing an appeal.

2. Hearing Schedule and Option for Virtual Hearing. The hearing will be scheduled as soon as reasonably possible, but no sooner than ten (10) days after the parties receive the final investigative report. The Administrative Officer will notify the parties of the hearing date, time, location and participants in writing with sufficient time for the parties to prepare to participate.

At the request of either party, or at the discretion of the Administrative Officer, the hearing will be conducted using video-conferencing or other distance methods or technology so that the parties are not in the same room simultaneously at any time during the hearing, but can otherwise see and hear the other participants and fully participate in the hearing. The parties and their advisors will be able to see and hear any witness who is providing testimony.

The hearing will be closed to the public.

3. Advisor. The parties must have an advisor present to conduct cross-examination, if they choose to cross-examine any witness. If a party does not have an advisor, a University-provided hearing advisor will be present. If a party elects to not attend the hearing, their advisor may be present and ask questions on their behalf. If the party does not have an advisor, a University-provided hearing advisor will be present to ask questions on the party's behalf.

A party's advisor shall have a limited role of offering silent support outside of the context of a live hearing. The parties' advisors may not answer questions on their behalf, provide testimony or a response to allegations to the Investigator or Administrative Officer, or act as an active advocate on behalf of the parties, including during any scheduled investigative meeting or interview.

The Administrative Officer may communicate with the Hearing Officers throughout the hearing to identify and correct procedural irregularities or deviations from or violations of these policies and the Grievance Procedure. However, a party's advisor shall not have the right to object during or otherwise disrupt the hearing.

4. Questioning. The Hearing Officer shall allow the advisor to each party the opportunity to ask the parties and other witnesses all relevant questions and follow up questions, including those that challenge credibility. Only relevant cross-examination and other questions may be asked of a party or witness. The Hearing Officer may request the advisor explain the relevancy of any questions. The Hearing Officer shall explain any decision to exclude a question as irrelevant.

Parties may not personally ask questions of the other party. Questions that have been previously asked and answered by the witness should ordinarily not be asked again, and the Hearing Officer

shall have the authority to exclude questions as duplicative or redundant: these questions shall be considered irrelevant.

Questions about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

The Hearing Officers will not require, allow or rely on any evidence or questions that are protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.

Questions, including those asked during cross-examination, should be conducted and posed to witnesses in a respectful, non-abusive manner. The parties and their advisors are not permitted to belittle or personally attack the witnesses, and the Hearing Officers maintain the discretion to enforce this requirement during a live hearing, provided that they do so equally for all parties.

5. Witnesses. The Administrative Officer shall inform the parties and the Hearing Officers of the witnesses the University and the parties intend to call for the live hearing. The Hearing Officers may provide the Administrative Officer with the names of any witnesses any of them wish to appear at a hearing. The Administrative Officer will provide witnesses notice of the date, time and location of the hearing. The Parties shall submit a proposed witness list to the Administrative Officer and Hearing Officers at least five (5) days prior to hearing. Inclusion on a witness list does not mean the witness has knowledge of relevant evidence nor that the witness' testimony will be allowed by the Hearing Officers. Witnesses that elect to not participate in the investigation will not be permitted to participate at a hearing unless permitted, on a showing of good cause, by the Hearing Officers. An active law enforcement investigation or court proceeding alone does not establish good cause.

Persons who do not have any relevant evidence to offer may not participate as witnesses.

6. Standard of Evidence. The Hearing Officers shall apply the preponderance of the evidence standard. Any determination of responsibility must be made by agreement of a majority of the Hearing Officers participating in the Grievance Procedure, but the decision does not have to be a unanimous one.

7. Order of Proceeding. The order of proceeding, along with the written investigative report and any exhibits, should efficiently provide the Hearing Officers with sufficient relevant evidence from which to make a determination while allowing the parties the opportunity to be heard. The order provided below may be modified by the Hearing Officers for good reason.

- a. The Hearing Officers shall introduce the case, describe the hearing process to the parties, and identify the witnesses each party intends to question.

b. The Hearing Officers shall read the alleged policy violation(s) and state that it is presumed that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the hearing after applying a preponderance of the evidence standard. The Hearing Officers shall inform the Respondent that if they are found not responsible for violating the University's prohibition on sexual harassment, they may still be found responsible for violating the University's prohibition on harassment defined in Section II.P. of these policies and procedures.

c. The Hearing Officers shall allow the Respondent to admit or deny responsibility. If the Respondent admits responsibility, the Hearing Officers shall question the Respondent on each allegation of the formal complaint. If the Respondent admits responsibility for all allegations, the Hearing Officers may proceed to Sanctions. If the Respondent denies responsibility for one or more allegations, the Hearing Officers shall proceed with the rest of these procedures, and shall only proceed to Sanctions when a determination of responsibility has been made for all allegations.

d. The Administrative Officer shall make an opening statement and inform the Hearing Officers of the findings of the final investigative report and identify witnesses that will be offering evidence. The Hearing Officers may question the Administrative Officer about the content of this opening statement, including questions about the content of the investigative report, its findings, and the witness and exhibit lists. The Administrative Officer may use any exhibits available during this statement.

e. The Hearing Officers shall allow the Respondent to make an opening statement, if they so choose.

f. The Hearing Officers shall allow the Complainant to make an opening statement, if they so choose.

g. The Administrative Officer shall present the relevant evidence to the Hearing Officer through credible evidence, including, but not limited to, documents, statements, demonstrative exhibits, and witness testimony. The Administrative Officer shall determine the order of testimony with the intent to present the case in the most efficient manner and avoid redundancy.

h. The Hearing Officers may question the Complainant, if present. At the conclusion of their questioning, the Administrative Officer shall question the Complainant. At the conclusion of the Administrative Officer's questioning of the Complainant, the Complainant's advisor may question the Complainant. At the conclusion of the Complainant's advisor's questions, the Respondent's advisor may question the Complainant. The Hearing Officers may then engage in limited additional questioning of the Complainant, or permit the Administrative Officer to do so at their discretion.

i. The Hearing Officers may question the Respondent, if present. At the conclusion of their questioning, the Administrative Officer shall question the Respondent. At the conclusion

of the Administrative Officer's questioning of the Respondent, the Respondent's advisor may question the Complainant. At the conclusion of the Respondent's advisor's questions, the Complainant's advisor may question the Respondent. The Hearing Officers may then engage in limited additional questioning of the Respondent, or permit the Administrative Officer to do so at their discretion.

j. The Administrative Officer shall call witnesses at their discretion. The Hearing Officers may question each witness. At the conclusion of the Hearing Officers' questioning of each witness, the Administrative Officer may question the witness. The order in which the parties' advisors may question the witnesses shall alternate at the conclusion of witness's testimony. The Complainant's advisor will be permitted to question the first witness immediately following the Administrative Officer. At the conclusion of the Complainant's advisor's questions, the Respondent's advisor may question the witness. For the next witness who is called, the Respondent's advisor will be permitted to question the witness immediately following the Administrative Officer. At the conclusion of the Respondent's advisor's questions, the Complainant's advisor may question this witness. The parties' advisors shall continue alternating in this manner until all of the Administrative Officer's witnesses have been questioned.

For each witness, at the conclusion of the parties' advisors' questions, the Hearing Officers may then engage in limited additional questioning of the witness, or permit the Administrative Officer to do so at their discretion. This process shall continue until all of the Administrative Officer's witnesses have been questioned.

k. The Respondent may call witnesses from the list of witnesses submitted to the Hearing Officers that have not already been questioned. The Hearing Officers may first question each of these witnesses. At the conclusion of the Hearing Officers' questioning of these witnesses, the Respondent's advisor may question the witness. At the conclusion of the Respondent's advisor's questioning of the witness, the Administrative Officer may question the witness. At the conclusion of the Administrative Officer's questioning of each witness, the Complainant's advisor may question the witness. The Hearing Officers may then engage in limited additional questioning of the witness, or permit the Administrative Officer to do so at their discretion. This process shall continue until all of the Respondent's witnesses have been questioned.

l. The Complainant may call witnesses from the list of witnesses submitted to the Hearing Officers that have not already been questioned. The Hearing Officers may first question each of these witnesses. At the conclusion of the Hearing Officers' questioning of these witnesses, the Complainant's advisor may question the witness. At the conclusion of the Complainant's advisor's questioning of the witness, the Administrative Officer may question the witness. At the conclusion of the Administrative Officer's questioning of each witness, the Respondent's advisor may question the witness. The Hearing Officers may then engage in limited additional questioning of the witness, or permit the Administrative Officer to do so at their discretion. This process shall continue until all of the Complainant's witnesses have been questioned.

m. The Administrative Officer shall make a closing statement summarizing the case as submitted to the Hearing Officers, including the testimony and/or other evidence offered during the live hearing.

n. The Administrative Officer shall provide the Hearing Officers with information on the range of appropriate sanctions, mitigating and aggravating circumstances, and comparative data for sanctions imposed for the same or similar discriminatory conduct violation, if available. The Hearing Officers may ask the Administrative Officer questions about the investigative process, findings, and evidence introduced at the hearing, including information regarding sanctions.

o. The Hearing Officers shall close the hearing.

8. Attendance. Attendance at the hearing is not mandatory; however, parties who are provided with written notice of the hearing in a formal request to provide testimony are expected to appear. The Hearing Officers may not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions. The Hearing Officers may consider all relevant prior statements, even if the individuals who made the statements do not appear at the hearing or refuse to answer questions, including during cross-examination. The Hearing Officers maintain the discretion to give each statement the appropriate weight in their judgment.

9. Transcript and Recordkeeping. An audio or audiovisual recording, or transcript of all Title IX Sexual Harassment hearings will be maintained by the University and made available to the parties for inspection and review for seven (7) years from the date of the hearing. No recording devices may otherwise be used during a hearing by anyone present.

10. Confidentiality. The Hearing Officers' consideration and determination of a formal complaint is confidential. In an effort to prevent incidents of retaliation, the disclosure of the confidential information by University personnel is prohibited. Confidential information includes, but is not limited to, the existence and substance of the formal complaint; the names of the Complainant, Respondent, and witnesses; what is said in a hearing and by whom; the determination of responsibility; and the sanctions imposed. University personnel, including investigation and/or hearing personnel who are otherwise unaffiliated with the University, are prohibited from sharing confidential information. Complainants, Respondents, advisors, and witnesses are encouraged to use discretion in discussing matters pertaining to reports, complaints, and hearings, and they are encouraged to refrain from sharing confidential information. However, they are not restricted from sharing this information, nor are Complainants and Respondents restricted from gathering and presenting relevant evidence or discussing allegations, before or after the conclusion of the Grievance Procedure.

B. Title IX Differential/Disparate Treatment Based on Sex in Admissions, in Employment including hiring, promotion, termination and pay, Title IX Sexual Harassment Retaliation, Title VII Sexual Harassment and Retaliation, and Other Protected Status-Based Discrimination, Harassment, and Retaliation

All formal complaints that do not contain allegations of sexual harassment under Title IX shall follow this procedure. If a complaint alleges conduct that includes both a violation of Title IX and a different violation of the University Antidiscrimination Policies, it shall proceed under the adjudication procedure for Title IX Sexual Harassment. If a complaint does not allege conduct that could constitute a Title IX violation, it shall proceed under this adjudication procedure. Formal complaints alleging violations of Title VII Sexual Harassment shall proceed under this adjudication procedure.

1. Hearing Officers. The University shall secure a three-member panel of neutral Hearing Officers to hear and decide whether the evidence establishes that a violation of the University's Antidiscrimination Policies occurred. The Hearing Officers may be affiliated with the University, they may be external personnel who are unaffiliated with the University, or the panel may have a combination of these two categories of affiliation. The Administrative Officer shall provide the names of the Hearing Officers to the parties when they are given notice of the time and date of the scheduled hearing. Either party may object to the inclusion of one or more proposed Hearing Officers, if the inclusion of these individuals would create a material conflict of interest that is substantially likely to unfairly impact the determination of responsibility after a hearing. This objection must be made within five (5) days of the delivery of the names of the proposed Hearing Officers to the parties. The Administrative Officers shall have the discretion to replace a proposed Hearing Officer based on a party's objection.

The Hearing Officers shall choose one of their membership to serve as the Presiding Officer during the live hearing. The Presiding Officer shall have the responsibility of assuming the active role of progressing the hearing, enforcing the rules of decorum, controlling questioning of witnesses, and explaining the rationale for excluding testimony or prohibiting certain questions. The Presiding Officer may perform each of these duties after consultation with the two other Hearing Officers. If the policies in this section describe a duty or an activity that can be performed by only one person at a time, and such duty or activity is the responsibility of the Hearing Officers, it shall be carried out by the Presiding Officer, unless they choose to delegate the duty or activity to another Hearing Officer on the panel.

2. Scheduling. The Administrative Officer will facilitate the prompt scheduling of the hearing. The hearing may be conducted in person or virtually.

3. Investigative Report. At least ten (10) days prior to any hearing, the Administrative Officer shall provide to the Hearing Officers a written report that synthesizes, analyzes, and summarizes the findings of the investigation. The Administrative Officer will provide a copy, either electronic or hard copy, of this report to the Complainant and Respondent prior to the hearing. The Complainant and Respondent may submit a written response to the report if they so choose, but if they do so, the written response must be provided within five (5) days of the delivery of the investigative report by the Administrative Officer. The Hearing Officers shall review the report before any hearing, and consider its content as they make their determination of responsibility.

The investigative report shall include a list of any relevant exhibits that will be submitted to the Hearing Officers. These exhibits shall be made available to the parties for inspection prior to any live hearing.

4. Witnesses. The Administrative Officer may call witnesses, but they are not required to do so. The parties may meet with the Hearing Officers, but they are not required to do so. The Hearing Officers may call witnesses, but they are not required to do so.

The parties will be afforded the opportunity to submit written questions to be answered by the other party or witnesses. The Administrative Officer shall collect these questions from the parties prior to scheduling a live hearing. The Administrative Officer shall provide each party with the other party's written answers to any questions that are submitted. Each party may ask additional limited follow-up questions to their initial questions, but may not ask new unrelated questions.

At no point will either party pose questions directly to the other party during a live hearing. Instead, all questions must be submitted to and through the Hearing Officer.

5. Advisor. If a party elects to meet with the Hearing Officers during a live hearing, they may have an advisor present to provide support. The advisor is not the party's representative and may not speak on the party's behalf. The advisor may or may not be an attorney. At the discretion of the Hearing Officers, an advisor may be removed if the advisor violates the standards of decorum and/or is disruptive to the process.

6. Documents. In general, documents that were not submitted to the Investigator during the University investigation may not be considered during adjudication. The Hearing Officers may grant an exception to permit relevant evidence upon a showing of good cause.

7. Standard of Evidence. The Hearing Officers shall apply the preponderance of the evidence standard.

8. Recording. An audio or audiovisual recording, or transcript of all live hearings will be maintained by the University and made available to the parties for inspection and review for seven (7) years from the date of the hearing. No recording devices may otherwise be used during a hearing by anyone present.

9. Determination. The Hearing Officers shall provide a written decision regarding their determination of responsibility to the Administrative Officer within ten (10) days of hearing. The decision will include the procedural history, sufficient findings of fact, and conclusions of policy applications to support the determination.

The Administrative Officer shall distribute the Hearing Officers' written decision to the parties simultaneously.

10. Order of Proceeding. The order of proceeding, along with the written investigative report and any exhibits, should efficiently provide the Hearing Officers with sufficient relevant evidence from which to make a determination. The order provided below may be modified by the Hearing Officers for good reason.

a. The Hearing Officers shall introduce the case, describe the hearing process to the parties, if present, and identify the witnesses the Hearing Officers expect to call, if any.

b. The Hearing Officers shall read the alleged policy violation(s) and state that the University presumes the Respondent is not responsible until a determination regarding responsibility is made at the conclusion of the hearing, applying the preponderance of the evidence standard.

c. The Hearing Officers shall allow the Respondent to admit or deny responsibility. If the Respondent admits responsibility, the Hearing Officers shall question the Respondent on each allegation of the formal complaint. If the Respondent accepts responsibility for all allegations, the Hearing Officer may proceed to sanctions.

d. The Administrative Officer shall make an opening statement and inform the Hearing Officers of the findings of the final investigative report and identify witnesses that will be offering evidence. The Hearing Officers may question the Administrative Officer about the content of this opening statement, including questions about the content of the investigative report, its findings, and the witness and exhibit lists.

e. The Hearing Officers shall call any witnesses if they choose to do so. For each of these witnesses, the Hearing Officers shall first ask the witness questions. At the conclusion of the questioning from the Hearing Officers, the Administrative Officer may ask additional follow-up questions.

f. When the Hearing Officers have concluded calling witnesses, the Administrative Officer may call any additional witnesses. For each of these witnesses, the Administrative Officer shall first ask the witness questions. At the conclusion of the questioning from the Administrative Officer, the Hearing Officers may ask additional follow-up questions.

g. The Administrative Officer shall make a closing statement summarizing the case as submitted to the Hearing Officers, including the testimony and/or other evidence offered during the live hearing.

h. The Administrative Officer shall provide the Hearing Officers with information on the range of appropriate sanctions, mitigating and aggravating circumstances, and comparative data for sanctions imposed for the same or similar discriminatory conduct violation, if available. The Hearing Officers may ask the Administrative Officer questions about the investigative process, findings, and evidence introduced at the hearing, including information regarding sanctions.

i. The Hearing Officers shall close the hearing.

XI. REMEDIES AND SANCTIONS

The remedies and sanctions described in this section shall apply to all formal complaints under these policies and procedures.

A. Remedies for Complainants. For cases where a determination of responsibility has been made against the Respondent following the Grievance Procedure, before the imposition of any disciplinary sanctions or other actions that are not supportive measures against the Respondent, the University may provide remedies to the Complainant. Remedies must be designed to restore or preserve equal access to the University or University-recognized employment, classes, programs or activities. Such remedies may include the same individualized services described as “supportive measures”; however, until the appeals process is complete and sanctions are imposed, the remedies for the Complainant may not be punitive or overly burdensome on the Respondent.

While remedial action will vary based on the circumstances, possible remedial actions for students include retaking examinations or courses, removal of disciplinary actions, refunds or reimbursements per University policies; additional academic support, extension of time, leaves of absence, and relocation on-campus. Possible remedial actions for faculty and staff include non-attendance or distance attendance for meetings, relocation of office space, the removal of disciplinary actions, pay adjustments, schedule/shift changes, and supervisory changes. These listed remedial actions are not exhaustive, and the Administrative Officer is responsible for implementing effective remedies.

B. Sanctions for Students. For cases involving formal complaints or reports made against students, the Hearing Officers shall determine the sanction, taking into account the range of appropriate sanctions, mitigating and aggravating circumstances, and the Respondent’s conduct record. Any sanction imposed shall be proportionate to the violation. Possible sanctions for students include: a letter to the student’s file, removal from programs or activities (residence hall, athletics, recognized student organizations, etc.), mandatory training, probation with or without transcript notation, suspension from the University, expulsion from the University, and suspension from student organizations. Any sanction or disciplinary action that may be imposed in response to a violation of the Student Code of Conduct may be imposed on a student who is found responsible for violating these policies and procedures.

C. Sanctions for Staff. For cases involving formal complaints and reports against staff, the Hearing Officers shall determine the sanction, taking into account the range of appropriate sanctions and mitigating and aggravating circumstances, and the staff member’s disciplinary history. Any sanction imposed shall be proportionate to the violation. The Administrative Officer shall inform the Respondent’s supervisor and/or the cabinet level supervising authority prior to imposition of sanctions. Failure to comply with any discipline or other action issued by the appropriate supervisory authority may be grounds for further discipline.

Possible sanctions for staff for violations of University Antidiscrimination Policies include: verbal reprimands, written reprimands, mandatory trainings, loss of prospective benefits for a period of

time, restitution, monitoring of behavior and performance, reassignment of duties, suspension, reduction of hourly/salary compensation for a stated period of time, suspension of “regular” or other increases in salary, reduction of rank, suspension from promotional eligibility, temporary removal, and termination/permanent removal.

D. Sanctions for Faculty. For cases involving formal complaints and reports against faculty, if the Hearing Officers determine that the faculty member violated University Antidiscrimination Policies, the applicable provisions of Chapter 6 of the Board of Governors Code of Policies will be followed. Failure to comply with any discipline or other action issued by the appropriate supervisory authority may be grounds for further discipline.

Possible sanctions for faculty for violations of University Antidiscrimination Policies include: verbal reprimands, written reprimands, mandatory trainings, loss of prospective benefits for a period of time, restitution, monitoring of behavior and performance, reassignment of duties, reduction of salary for stated period of time, suspension of “regular” or other increases in salary, reduction of rank, suspension of promotional eligibility, temporary removal, and termination/permanent removal.

E. Contractors and Visitors. To the extent allowed by law, the University will take appropriate and necessary action to provide a safe and discrimination-free living, learning and work environment. Generally, contractors and visitors are not subject to the Grievance Procedure established in these policies.

F. Sanctions for Organizations. For cases involving formal complaints and reports against organizations, the Hearing Officers shall determine the sanction, taking into account the range of appropriate sanctions and mitigating and aggravating circumstances, and the organization’s disciplinary history. Any sanction imposed shall be proportionate to the violation. Any sanction or disciplinary action that may be imposed on an organization in response to a violation of the Student Code of Conduct may be imposed on an organization who is found responsible for violating these policies and procedures. **Note: Organizations cannot be Respondents in Title IX complaints. If a formal complaint alleges conduct that could constitute a Title IX violation, that complaint must be directed at the specific individuals who engaged in the conduct, not the organization. A formal complaint under Title IX filed against an organization will be dismissed. This provision detailing sanctions for organizations is only applicable to a formal complaint that does not include an allegation of Title IX sexual harassment.**

XII. APPEAL OF DETERMINATION AND/OR SANCTION(S)

Either the Complainant or Respondent may appeal a determination of responsibility, regardless of the sanction imposed. However, no sanction shall be implemented until the appeals process has been completed, or, if no appeal is requested, until the timeline to request an appeal has passed. The process for appealing a sanction or determination of responsibility shall generally mirror the process for appealing the dismissal of a formal complaint.

A. Basis. Either party may submit a written appeal of the determination of responsibility or of the sanction, or both, based on the following grounds for appeal:

1. Procedural irregularity or deviation that materially affected a dismissal determination or the outcome of the Grievance Procedure; or
2. New evidence that was not known to the party or not available at the time of the determination that could reasonably affect the dismissal determination or the outcome of the Grievance Procedure; or
3. The Administrative Officer or Hearing Officer acted upon a conflict of interest or bias to the benefit or detriment of the Complainant or Respondent and that affected the dismissal determination or the outcome of the Grievance Procedure; or
4. The sanctions are inconsistent with the range of appropriate sanctions, taking into account mitigating and aggravating factors, and the Respondent's conduct or disciplinary record.

B. Requests for Appeal. The written request for appeal must be received by the Administrative Officer within five (5) days of the date the written determination of responsibility was sent to the parties. The written appeal must clearly state the basis for the appeal. The appeal should be directed to:

Ryan Nely
Administrative Officer
Title IX Coordinator/Section 504 Coordinator
Violette Hall 1308
Truman State University
100 East Normal
Kirksville, MO 63501
Telephone Number: (660) 785-4354
Email Address: titleix@truman.edu

The President shall appoint a cabinet level supervisory authority to serve as the Appellate Officer to evaluate appeals of determinations of responsibility and/or sanctions.

C. Review of the Request for Appeal. The Appellate Officer will make an initial review of the appeal request(s). The original determination of responsibility and sanctions are presumed to have been decided reasonably and appropriately. When any party requests an appeal, the other party will be notified. The party requesting an appeal must show that the grounds for an appeal request have been met, and the other party or parties may respond in writing to show the grounds have not been met. The non-appealing party must submit this written response within five (5) days of receiving the request for appeal. The Appellate Officer will then review the request for an appeal to determine whether:

1. The request is timely; and

2. The appeal is on the basis of any of the four articulated “Grounds for Appeal” listed above; and
3. The request clearly states the basis for the appeal; and
4. When viewed in the light most favorable to the appealing party, the appeal states grounds that could result in an adjusted determination of responsibility or sanction.

The Appellate Officer will reject the request for appeal if all four of the above are not met. Such a decision is final.

D. Decision on Appeal. If all four requirements for appeal listed above are met, the Appellate Officer will accept the request for appeal and proceed with rendering a decision on the appeal applying the following additional principles:

1. Decisions by the Appellate Officer are to be deferential to the original decision, making changes to the determination of responsibility only where there is clear error, and to a sanction or remedial action only if there is a compelling justification to do so.
2. Appeals are not intended to be full re-hearings of the formal complaint. In most cases, appeals are confined to a review of the written determination and evidence. Appeals granted based on new evidence should normally be remanded to the Hearing Officers for reconsideration. The substance of an appeal should be evaluated by the Appellate Officer in the light most favorable to the non-appealing party. Even if the Appellate Officer may have made a different decision than the Hearing Officers, if the decision of the Hearing Officers was not made in error based on one of the four articulated “Grounds for Appeal” listed above, their decision(s) shall stand.
3. Sanctions shall not be implemented until the final decision on appeal has been issued by the Appellate Officer, or, if no appeal is requested, when the deadline to request an appeal has passed.
4. The Appellate Officer may communicate with the Hearing Officers or Administrative Officer regarding any questions the Appellate Officer has about the live hearing or procedures leading to the determination of responsibility. These conversations, if they occur, will be audio recorded, audiovisual recorded, or transcribed, and the recording or transcript shall be maintained by the University for seven (7) years after the Appellate Officer’s written determination is delivered to the parties.
5. Absent extenuating circumstances, the decision of the Appellate Officer will ordinarily be issued within fifteen (15) days from the date of receipt of the request for appeal. If this timeline is extended, the Complainant and Respondent will be notified of the extension and the reason for the extension in writing. The decision of the Appellate Officer is final.

6. When a decision from the Appellate Officer is provided to the Administrative Officer, the Complainant and the Respondent will be simultaneously notified in writing of the result of the appeal and any changes in the determination of responsibility or the sanction(s) or other action(s) imposed.

Once an appeal is decided, the outcome is final. Further appeals are not permitted. The University will maintain documentation of these procedures alongside any other records it is required to maintain from the proceedings.

XIII. WITHDRAWAL PRIOR TO RESOLUTION

Should a Respondent decide to withdraw as a student or resign as an employee from the University and not participate in the Grievance Procedure, these procedures may proceed in the Respondent's absence. The University will continue to direct all communication to the Respondent at the Respondent's University-issued email, if active. If the Respondent is an employee whose University-issued email address has since been deactivated, the University will direct all communication to the Respondent's last address on file with the University, unless the Respondent requests in writing to receive communication in another format, and such request is agreed to by the Administrative Officer.

XIV. RETALIATION

Retaliatory action of any kind against any individual as a result of a person's exercise of their right and privilege to make a report, testify, assist, participate or refuse to participate in the Grievance Procedure and applicable University Antidiscrimination Policies is prohibited. Retaliatory action shall be regarded as a separate and distinct harm for formal complaint under these policies and will be cause for sanctions.

Protection from retaliatory action under the University Antidiscrimination Policies is extended to any individual who has made a report of discrimination, any Complainant, any individual who has been reported as being the perpetrator in an incident/event of discrimination, any Respondent, any witness and any other individual who participates or who refuses to participate in any investigation, proceeding or hearing.

XV. TRAINING

The Administrative Officer, advisors, facilitators, investigators, Hearing Officers, and Appellate Officers will receive training on the definition of discrimination and sexual harassment, the scope of University programs and activities, how to conduct an investigation, the University Grievance Procedure including hearings, appeals and informal resolution, and the identification and avoidance of conflict of interest, bias, stereotyping, and flawed prejudgment.

XVI. RIGHTS OF THE PARTIES

- A. To be treated with dignity, courtesy and respect;
- B. To be free of any prejudgment or pre-determination of fault or responsibility;
- C. To describe the incident to as few institutional representatives as practicable and not be required to unnecessarily repeat the incident;
- D. To be free from retaliation;
- E. To request reasonable supportive and protective measures;
- F. To have sufficient information to make a reasoned decision of whether or not to make a report with the University and/or to make a report with law enforcement;
- G. To participate in a process that is fair, impartial and provides adequate notice and a meaningful opportunity to be heard;
- H. To have an advisor of their choice accompany them to all interviews, meetings, and proceedings throughout the Grievance Procedure, although the role of the advisor is limited to silent support outside of cross-examination during a live hearing for a formal complaint alleging Title IX sexual harassment;
- I. To have an equal opportunity to present a list of potential witnesses and provide evidence and have timely and equal access to information throughout the Grievance Procedure, to the extent permitted by this procedure and applicable law;
- J. To expect that credibility assessments will be conducted in a neutral and unbiased manner;
- K. To expect that the names of the parties and witnesses, the existence and substance of the report of discrimination, the findings and sanctions imposed remain confidential, to the extent permitted by this procedure and applicable law;
- L. To be informed of the findings and sanctions consistent with this Grievance Procedure and applicable law;
- M. To reasonable accommodations during any meeting or proceeding under these Grievance Procedures if the party has a disability; and
- N. To receive any supportive measures and services available regardless of whether a formal complaint is ever filed and regardless of whether a report is ever made to law enforcement

Binding Agreement. This housing contract is an agreement between Truman State University ("the University") and the Student submitting the housing application ("Student") or the Student's parent or guardian if the Student is under 18 years of age. Students and parents/guardians are urged to read this document carefully, as well as all rules and regulations applicable to residents of campus housing. By submitting a housing application, the Student or the Student's parent or guardian agrees to the terms and conditions set forth below.

Housing Assignment Periods.

Students may apply to live in campus housing for the entire academic year, spring semester, or summer session. Campus housing is closed during scheduled academic breaks. Students who wish to live in campus housing when the halls are closed for breaks must apply to do so and must pay additional fees.

Use of Assigned Room. Students must occupy the room to which they are assigned and may not sublet their assigned room or allow another person to live with them who is not assigned to that room by the University. Rooms are for residential use only and Students may not use their assigned room for any commercial purpose. Students who violate this paragraph may be subject to disciplinary action by the University, forfeiture of their housing deposit, and/or additional housing charges.

On-Campus Residency Requirement. Truman State University is a liberal arts and sciences institution committed to the value of the traditional residential college experience. Students, with very few exceptions, are required to live in campus housing during their first year because the residential experiences contribute to the achievement of our University mission and various learning outcomes required of our students.

Students must participate in the essential components of our living/learning environment. These essential components include attending class and required meetings regularly, interacting positively with others, and meeting Student's own basic physical, social, and emotional needs. The office of Student Access and Disability

Services can assist Students with documented disabilities by providing reasonable accommodations to meet these expectations.

Students who are over 21 years of age, married, or residing with a parent, legal guardian, or dependent child, may apply for an exception to the first year on-campus residency requirement. Transfer students may also apply for the exemption.

Students who violate the first year on-campus residency requirement will be subject to disciplinary action by the University.

Room Assignments. The University shall have the right to (a) change a Student's room (or roommate) assignment; (b) require Student to move to a different room; and (c) place additional students in Student's assigned room if all beds in the room are not filled. The inability of the University to grant Student's assignment preference shall not void their housing contract.

Late Arrivals/Reassignments. If Student fails to occupy their assigned room on or before the second day of classes of the applicable academic period without notifying the Residence Life Office in writing of a delayed arrival, Student's room may be assigned to another student. This shall not relieve Student from accepting other available accommodations as assigned by the University. Students who sign a housing application/contract and fail to notify Residence Life that they will not be living on campus will be subject to cancellation penalties.

Housing Deposit. Student shall pay the housing deposit of \$150 at the time they submit their housing application. \$125 of the deposit will be refunded to the Student if: a. the University does not accept Student's application for campus housing; b. Student is denied admission to the University for the applicable academic period; or c. Student complies with all terms of the contract, including proper checkout, and has no delinquent debts to the University at the end of the contract period. The remainder of the deposit, \$25.00, is nonrefundable and will be retained as a processing fee.

Deposit for Contract Renewal. If Student requests the renewal of their

contract for a subsequent period, and if the application for renewal is accepted by the University, then the refundable portion of the deposit for the current contract will be used to renew the housing contract for the following year.

Checkout and Vacation of Room.

Student must complete the prescribed checkout procedures and vacate their assigned room by the date and time established by the Residence Life Office. Students who fail to check out properly will be charged an improper checkout fee. Students who fail to vacate their room and complete checkout procedures by the established deadline will incur prorated room and board charges. Students may also be required to reimburse the University for any costs incurred in removing the Student from campus housing.

Room and Board Fees. The Business Office sets deadlines for payment of room and board fees for each academic period. If Student fails to pay these fees on time, the University may assess an additional fee for each late payment. In addition, the University may remove the Student from campus housing until the fees are paid, and/or terminate Student's housing contract.

Inspection. The University reserves the right to enter Student's room and inspect it for health or safety concerns or to perform maintenance and repair work. The University further reserves the right to enter Student's room and inspect the possessions of the occupants if reasonable cause exists to believe that Student has violated University policies, rules, or regulations. The University reserves the right to remove or move Student's personal belongings as part of this process.

Fire, Theft or Other Damage. The University shall not be responsible for loss or damage to Student's personal property from any cause whatsoever. Students are encouraged to carry renter's insurance. In the event Student's room is destroyed or rendered wholly uninhabitable and the University does not elect to furnish other accommodations, the contract shall be terminated as of the date of destruction. In the event of such termination, any prepaid room and board fees shall be reduced proportionately.

Housekeeping Services. The University shall provide housekeeping service in the hallways and other common areas. Student shall provide housekeeping services in their assigned room.

Damages. Student is liable for the cost of any repairs made necessary by the fault or negligence of Student or their invited guests.

Rules and Regulations. Student shall comply with all rules and regulations for University residence halls and apartments, including but not limited to the rules and regulations posted on the Residence Life website. Students who violate these rules and regulations are subject to disciplinary action and/or termination of the housing contract by the University.

Debts to the University. The University may suspend Student's room and board privileges or terminate the Student's housing contract if Student owes debt to the University and allows the debt to become delinquent.

Cancellation of Housing Contract by New Incoming Students Prior to First Date of Contract Period. New, incoming Students must submit their contract cancellation request to the office of Residence Life via the website or housing portal. If a new Student requests cancellation of a one-year contract prior to August 1, the University will refund the Student's housing deposit and Student will not incur cancellation fees. If a new Student requests cancellation of a spring semester contract prior to January 1, the University will refund the Student's housing deposit and Student will not incur cancellation fees.

Cancellation of Housing Contract by Returning Students Prior to First Date of Contract Period. Returning Students must submit their contract cancellation request to the office of Residence Life via the website or housing portal. Returning Students who cancel

their housing contract prior to the first date of the contract period shall incur a \$500 cancellation fee.

Cancellation of Housing Contract by Student during the Contract Period. If Student requests cancellation of the housing contract after the start of the contract period, or if Student is removed from housing for disciplinary reasons, Student will be responsible for 100% of the housing and meal charges through their check-out date and will pay a \$500 cancellation fee.

Release from Contract. Student may be granted a release from their contract without forfeiture of the housing deposit or cancellation fees for the following reasons: student teaching, credit earning internship, graduation, enrollment in a credit earning study abroad program, becoming a new parent, marriage, deferred enrollment, or a leave of absence from the University. Students must provide Residence Life with documentation of the facts or circumstances which warrant an exception.

Fines and Charges. Fines may be assessed to Student for violation of University or Residence Life Policies. Charges for damage to residence halls, rooms, and any other University property will be assessed to the Student's account. Completing the Housing Application in the Housing Portal indicates agreement to pay any fines or charges assessed.

Reservation of Rights. The University reserves the right to reject an application for campus housing and to terminate Student's housing contract due to Student's violation of University policies, rules, or regulations. The University also reserves the right to revise campus housing rules and regulations at any time.

Public Health Contingency. The University reserves the right to terminate Student housing contracts due to public health emergencies, including community spread of COVID-19 or other infectious diseases. In the event housing contracts are terminated due to public health concerns, the University will offer fair and reasonable reimbursements for affected Students.

University Termination of Agreement: Upon Student's default or breach in the performance of any condition or covenant of this agreement, including Student's obligation to pay fees, the University shall be entitled to terminate this agreement by giving written notice to Student specifying Student's default or breach. Reasons for termination include, but are not limited to: failure to comply with University or Residence Life policies, rules, and regulations; failure to comply with the terms of this contract; failure to remain enrolled in the University; actions detrimental to the health, safety, or welfare of Student or other residents; and disruption to the residence hall community. If Student's presence in campus housing poses a reasonable threat of danger to the Student, others, or University property, the housing contract may be terminated immediately and the Student will be required to vacate the premises.

Student agrees that this shall constitute sufficient notice to terminate the contract and for the University to remove Student from campus housing. Student waives all other common law or statutory notices. If Student fails to vacate their room upon termination of this contract by the University, Student will incur prorated room and board charges. Student may also be required to reimburse the University for any costs incurred in removing Student from campus housing.

MEAL PLAN INFORMATION

Students who reside in Residence Halls are required to select one of the provided meal plan options. Students who live in on-campus apartments are not required to choose a meal plan option, but may do so if they would like. If a Student leaves campus housing during the contract period, their meal plan charge will be prorated based on the rate due as of the date the Student checks out of housing. Details on meal plan options can be found online at truman.sodexomyway.com/.

You will select your meal plan on your housing application, either when you renew as a returning student or when you confirm your placement as a new student.

Residence hall students who do not select a meal plan will be defaulted into the 15 meal plan.

This application/contract is an agreement between Truman State University and the Student or Student's parent/guardian and becomes a legal contract upon acceptance by the University. This agreement entitles the student to the use of campus housing as long as the student remains in compliance with the terms and conditions specified in the application/contract and does not behave in such a way as to jeopardize the maintenance of a safe, collegial living environment conducive to the educational mission of the University. Students are urged to read this application/contract carefully.

The application/contract may not be altered or changed to amend the terms and conditions of the agreement.

Agreement is electronically signed via the Housing Application on the Housing Portal. If Student is under the age of 18, a parent or guardian must agree to a proxy contract using the Housing Application on the Housing Portal.